

Agreement between

**MERCER COUNTY
SCHOOL DISTRICT #404**

and

**MERCER COUNTY
EDUCATION ASSOCIATION**

**For the period of
July 1, 2011 through June 30, 2014**

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ARTICLE I
RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Education of Mercer County School District #404, hereinafter “Board,” recognizes the Mercer County Education Association/IEA-NEA, hereinafter “Association,” as the sole and exclusive bargaining agent for all regularly employed, certificated teaching personnel, including librarians, counselors, and nurses holding certification pursuant to 10-22.23 of the School Code but specifically excluding Superintendent, Principals, management employees and short-term employees and any employee who meets the IELRA definition of supervisor.

B. Definitions

The term “teacher(s)” or “employee(s)” when used hereinafter in the Agreement shall refer to all employees represented by the Mercer County Education Association/IEA-NEA (“MCEA”) in the bargaining unit as above defined.

The term “Board” or “District” when used hereinafter in the Agreement shall refer to the Board of Education or its Administrative Agents.

Any MCEA member whose placement on the salary schedule is less than what that member earned for the 2008 - 2009 school year, shall be 'red circled'. These members will earn their salary from the 2008 - 2009 school year and the 'red circle' bonus (if any).

ARTICLE II
WORKING CONDITIONS

A. Calendar

A calendar committee shall be established annually to develop a non-binding recommendation to the Board regarding the school calendar for the upcoming school year. The committee will include five (5) MCEA and up to five (5) Board of Education Members or designees. The calendar will not exceed one-hundred seventy-six (176) student attendance days, four (4) institute days, and five (5) emergency days. One (1) of the four (4) institute days will be on the day before the last day of school and will be used for evaluation and record keeping. Unused emergency days shall not become employee workdays.

B. Requisition of Supplies

Each teacher shall be given the opportunity to submit requisitions for materials and supplies. The teacher making the requisition shall be informed as soon as possible of the disposition of his/her request. Procedures for requisitions will be given in the teacher handbook.

C. Personnel File

Each teacher shall have the right during regular business hours, upon 72 hour request, to review and copy the contents of his/her personnel file and to attach written reactions to any of its contents provided such review does not interfere with the instructional program.

D. Notification of Assignment

All teachers shall be given written notice of their tentative building assignments, class and subject assignments by May 15. Notification of changes shall be given in writing to the employee and Association president within five (5) calendar days of the knowledge of such change, and both shall be entitled to a conference with the District Superintendent to discuss the matter. If still dissatisfied after such conference, the teacher shall be given preferential consideration for any subsequent vacancy for which he or she is qualified if all other factors are equal, or shall be permitted to resign without penalty. If the teacher is reassigned after August 1, the teacher shall be allowed to have up to two (2) days paid at Committee Rate for preparation or the option to resign without penalty.

E. Teacher Access to Board Policy

It is agreed that the Board policy manual shall be available for review by teachers in the unit office. Teachers will have full access to the Board policies during business hours, and the unit office staff will provide assistance to the teachers when needed. One (1) copy shall be furnished to the Association President. Any changes shall be sent to the Association President as they occur.

F. Employees Leaving Campus

A teacher may, on occasion, leave the building during planning periods, lunch periods, or break periods with prior notification given to office personnel. Teachers who have planning periods at the beginning or end of the day are expected to be on campus at the designated start and end times (see Article 2 – Section H – last sentence). Teachers should not leave campus on a daily basis.

G. Duty Free Lunch

Teachers shall be provided a duty-free lunch period of a minimum of thirty (30) consecutive minutes. Every effort shall be made by the administrators to fill recess duties by non-certified staff.

H. Work Day

The teacher workday shall not exceed seven and one-half (7.5) clock hours except that teachers shall be required to work a longer day from time to time to accommodate:

1. Faculty meetings;
2. Extra duties as compensated in contract;
3. One (1) whole building open house yearly per building;
4. Parent-teacher conferences no later than one (1) week after the first quarter report cards are issued;
5. Staffings;
6. Emergencies as defined by administrations;

On the last day of student attendance, a teacher may be permitted to leave after student dismissal if all such teacher's work is completed. Such determination shall be at the discretion of the building principal.

The normal teacher work day shall be determined by the building principal.

I. Grade Level / Department Meetings

In-service time shall be given for grade level/department meetings, curriculum planning, textbook evaluation, and/or other purposes deemed appropriate by the administration.

J. Waivers

In the event the Board shall seek a waiver during the life of this agreement, the Board shall notify the Association of its intent to do so before the waiver request is filed.

K. Travel Time

Teachers who are assigned to more than one (1) school shall have their schedules arranged so that travel time does not infringe upon the traveling teacher's lunch period. The preparation period for any itinerant teacher may include travel time. Any itinerant teacher who supervises 7 periods out of 8 periods or its mutually agreed upon equivalent shall be paid for mutually agreed upon travel time at the customary internal substitution rate.

L. Vacancies

The Superintendent or designee shall have posted, in all school buildings, on the district website and shall send to the Association, a notice of all vacancies within three (3) work days. Such notice shall be accompanied by a statement of minimum qualifications. Such vacancies shall not be filled until posted internally for at least seven (7) calendar days. Concurrently, the notice shall be posted externally for at least seven (7) calendar days. During the summer vacation, a list of vacancies shall be available to the Association President.

M. Temporary Appointment to Vacancies

Positions temporarily filled to avoid undue disruption of the educational program will follow the above procedures before being permanently filled.

N. Vacancies--Right to Application

Teachers shall have the right to make timely application for vacancies for which they are qualified.

O. Vacancy Defined

Vacancy shall be defined as positional openings created by:

1. resignation;
2. retirement;
3. death;
4. dismissal or nonrenewal; and
5. new positions.

P. Voluntary Transfer – Interviewing

Any teacher presently on tenure may apply for transfer within or between buildings when a vacancy occurs. Procedures are as follows:

1. Teacher must submit a letter to the building principal where the vacancy occurs. The letter should include reasons for the request. A copy should go to the Superintendent.
2. Any internal candidate for posted positions will be guaranteed an interview by the interview committee.
3. If the applicant is unsatisfied with the denial, (s)he may appeal in writing or in person for reconsideration to the Superintendent. A MCEA representative may attend any or all meetings in regard to this appeal.

Q. Involuntary Transfer

It is recognized that transfers of teachers from one school to another in cases of emergency or to prevent undue disruption of the instructional program are in the best interest of the district. The foregoing shall not be construed as to deny the Board the right to involuntarily transfer any teachers provided the following shall pertain:

1. In the event of school closing (s), the affected tenured teachers shall be considered for vacancies before any pending applications for voluntary transfer are acted upon and, where possible, prior to the placement of any dismissed teachers who have been recalled.
2. When an involuntary transfer occurs between buildings and prior to the placement of eligible dismissed teachers, the teacher(s) who have been involuntarily transferred will be given the opportunity to interview where openings occur for which they are certified and highly qualified. After the interview, the teacher(s) will, within three (3) working days, deliver to the Superintendent his/her top three (3) choices for placement should multiple options be available. The Superintendent and the appropriate administrator(s) will then determine whether, in the interests of the educational program in the District, the request of the teacher shall be granted. The teacher(s) will be given a placement within the District.
3. In the event of an involuntary transfer, a teacher may request a hearing with the appropriate administrator and may request an Association representative be in attendance.
4. If the teacher does not agree with the transfer, (s)he shall have the option to resign without prejudice.
5. In the event that fewer teachers are needed in a building, written notice shall be posted in this building and delivered to the MCEA building representative. This notice shall request volunteers for such transfer and specify that after five (5) school days if insufficient volunteers are found, then the Administration shall use the criteria

in Article II M to choose teachers for involuntary transfer. This section shall be accomplished within twenty (20) school days of the original notice.

R. Reduction-In-Force

1. Should the employer consider a reduction in the number of teachers, each affected teacher shall be given written notice by registered mail, as prescribed by the State of Illinois with a statement of honorable dismissal and the reason therefore. The Association President shall also be given written notice.
2. Regarding seniority, The Illinois School Code regulations will be followed when a reduction-in-force is made. In situations not covered by The Illinois School Code, reduction-in-force shall be made on the basis of least seniority of tenured teachers for which the employee is qualified. Tenured employees with the least seniority shall be removed in order until the necessary reduction has been made.
3. An additional copy of the postings for positions will be given to the Association President. Provided a vacancy exists in another classification at the time of layoff, a tenured teacher who will be dismissed due to reduction-in-force shall have the option to transfer to that opening if said teacher is qualified.
4. Tenured teachers who are on an approved leave of absence shall be subject to this Article of the Agreement.
5. Teachers will be given the choice of continuing paychecks or a lump sum payment no later than the third business day following the last day of student attendance in the regular school term.
6. Individual teacher insurance benefits shall continue through the end of the policy year or June 30, whichever comes first, for honorably dismissed employees who were employed for the entire previous school year.

S. Recall

1. If the Board increases the number of positions or if a position opens due to resignation, the Board shall first offer reemployment to the tenured employee laid off in the reverse order of the layoff (i.e., most senior laid off employee recalled first), by seniority and qualifications to perform the job.
2. If a tenured employee who is dismissed through reduction-in-force becomes qualified and can demonstrate such qualification for an open position, the tenured employee shall be offered reemployment to any such vacancy within the bargaining unit within twelve (12) months.
3. An employee shall retain reemployment rights for twelve (12) months beginning with the following school term.
4. Recalled employees shall have the accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

ARTICLE III
ASSOCIATION RIGHTS

- A. The President of the Association, or the President's designees, shall be given written or electronic notice of all regular and special meetings of the Board together with a copy of the agenda at least forty-eight (48) hours prior to that meeting.
- B. One (1) copy of all open session Board minutes shall be mailed or electronically sent to the President of the Association within five (5) days of being approved by the Board.
- C. The Association may request use of school buildings, facilities, and equipment. Reasonable requests shall be granted provided the intended use does not conflict with previously scheduled activities, impact negatively on the educational program, or is unreasonably dangerous or disruptive.
- D. The Board shall furnish the Association president with a copy of:
 - 1. the current annual budget and any amended annual budgets;
 - 2. the current monthly financial report; and
 - 3. the annual auditor's report.
- E. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization during the term of this Agreement.
- F. The Association and the Board recognize the importance of communication in maintaining good relationship and agree to meet for the purpose of discussing problems. The vehicle for such communication shall be meetings of the Teacher's Advisory Council and the Superintendent, which shall be held outside of the school day and generally monthly.
- G. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards at least one of which shall be provided in each school building. The Association may use the employee mailboxes for communicating meeting notices, conferences, and social gatherings to the faculty.
- H. Fair Share
 - 1. Each Bargaining Unit Member, except those who were not members of the AEA or WEA as of the first day of the 1996-1997 school year, as a condition of his/her employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
 - 2. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association within forty-five (45) days after the commencement of duties, the Board shall deduct the fair share fee from the wages of the non-member.

3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. 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,
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

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

6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

I. Right to Representation

The Board and administration shall make reasonable efforts to resolve complaints against teachers in an expeditious manner. Whenever any employee is required to appear before the Board or administration concerning any matter which reasonably could lead to discipline, the employee shall be permitted Association representation on request. The employee shall be given reasonable notice of any meeting and shall be notified of the reasons for the meeting. The Association President shall be notified of any disciplinary action with respect to any bargaining unit member.

J. New Teachers

The Association President, upon request, shall have access to the names and addresses of newly employed teachers.

ARTICLE IV
EMPLOYEE EVALUATIONS

A. Orientation

Within fifteen (15) days of the commencement of duties, the administration shall acquaint teachers with the evaluation procedure, instrument to be used, and the name of the person who will conduct the evaluation.

B. Number of Evaluations

Non-Tenured teachers shall be evaluated at least twice per year. Tenured teachers shall be evaluated at least once every two years by the administrator.

C. Pre-Observation Conference

Within five (5) workdays following the pre-observation conference, the administrator shall begin formal observation of the teacher.

D. Documentation

The formal evaluation shall be preceded by an in-class observation. There shall be no less than twenty (20) minutes of observation per formal evaluation. Nothing herein shall prevent the administration from making routine supervisory observations and acting on them.

E. Post-Observation

The administrator shall have a post-conference meeting with the teacher after each formal observation within ten (10) workdays. When evaluating a teacher, the administrator shall prepare a written evaluation. The teacher shall have the right to an explanation to any written evaluation or other materials that are placed in the teacher's personnel file. The teacher shall be permitted to put any objections to his/her evaluation in writing. Such items shall be attached to and become part of the evaluation.

F. Evaluation Copies

The teacher shall receive a copy of the written evaluation.

G. Evaluation Committee

A committee of teachers and administrators shall be formed to review teacher evaluation procedures and instruments at a time that is mutually agreeable. Both the School Board and the Association executive committee must approve the committee's recommendations prior to implementation.

ARTICLE V
LEAVES

A. Sick Leave

1. Each teacher who has less than fifty (50) accrued sick days at the beginning of a school year shall be entitled to thirteen (13) sick leave days for each such school year without loss of pay and each teacher who has accrued fifty (50) or more sick days at the beginning of a school year shall be entitled to fifteen (15) sick days for each such school year without loss of pay.
2. Sick days shall accumulate to a maximum of three hundred sixty (360) days.
3. Sick days shall be used in increments of $\frac{1}{3}$ days for employees receiving Worker's Compensation and sick days shall be used in $\frac{1}{4}$ day increments for employees not receiving Worker's Compensation.
4. Any teacher who suffers illness or injury from a physical assault while on the job or arising from the job and who is unable to work as a result will not be charged sick leave while receiving Worker's Compensation.
5. Teachers who are absent from work during the waiting period before they receive Worker's Compensation benefits for temporary total disability may use whole or fractional (not less than $\frac{1}{4}$) days for such waiting period.

B. Personal Leave

1. The Board shall grant each teacher two (2) days of personal leave per school term without loss of pay.
2. The Board shall grant each teacher who has accrued fifty (50) or more sick days at the beginning of a school term an additional day (1) of personal leave for a total of three (3) personal days per school term.
3. One (1) sick day will be applied to a teacher's accumulated sick leave for each unused personal day at the end of the school year.

C. Association Leave

The Association shall be provided up to twenty (20) days District-wide (i.e., one (1) teacher, twenty (20) days; two (2) teachers, ten (10) days each, etc.) in order to send representative(s) to local, state or national conferences or business pertinent to Association affairs. These representatives shall be excused without loss of pay or benefit. The Association will reimburse the District the cost of the substitute in the Association member's absence. A written notification shall be submitted

to the Building Principal and Superintendent at least seven (7) days in advance of the proposed use.

D. Bereavement Leave

1. In the event of a student death, the staff will follow the bereavement crisis plan as stated in the teacher handbook. A committee of teachers and administrators shall be formed in each building to create a plan that is mutually agreeable. Both the Board and Association Executive Committee must approve the committee recommendation prior to implementation.
2. Each Employee shall be granted up to one (1) bereavement day with pay per occurrence to be used in the event of the death of the teacher's co-worker, grandfather-in-law or grandmother-in-law.
3. Each Employee shall be granted up to two (2) bereavement days with pay per occurrence to be used in the event of the death of the teacher's aunt, uncle, niece, nephew, or cousin.
4. Each Employee shall be granted up to three (3) bereavement days with pay per occurrence to be used in the event of the death of the teacher's brother, sister, legal guardian, children-in-law, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law or foster child.
5. Each Employee shall be granted up to five (5) bereavement days with pay per occurrence to be used in the event of the death of the teacher's spouse, child, stepchild, father or mother.
6. Bereavement leave shall not accumulate and is not transferable. Bereavement day(s) taken pursuant to this clause shall not be deducted from sick leave.

E. Leaves of Absence without Pay

Leaves of absence may be granted without pay to tenured employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board,
2. Dates of departure and return must be mutually acceptable to the teacher and administration and determined prior to any final action on the request,

3. Leaves may be granted for:
 - a. Advanced study leading to a degree in an approved university
 - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program,
 - c. Military service,
 - d. Childcare, and
 - e. Other reasons acceptable to the Board;
4. Employees on such leave may continue insurance benefits if they reimburse pro rata costs of benefits for which they apply, provided the carrier permits same,
5. Employees will not advance on the salary schedule while on the approved leave without pay unless working at least eighty-eight (88) days during the school year in which the leave was taken, and
6. The Board may waive the above restrictions at its discretion.

F. Professional Leave

Teachers may apply for professional leave. Such application shall be made in writing to the Building Principal. Approval or denial of such leave shall be at the determination of the Principal.

G. Jury Duty and Court Appearances

Any teacher called for jury duty or subpoenaed to testify in court on a matter to which the teacher is not a party in interest shall suffer no loss of salary or benefit, provided however, the teacher shall reimburse the District for any payment received, exclusive of mileage or expense reimbursement, for such court appearance. If the teacher fails to reimburse, the District shall have the option of making a salary deduction for any such payment the teacher receives.

ARTICLE VI

GRIEVANCE

A. DEFINITIONS

A grievance shall be any claim by the Association that there is an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

B. TIME LIMITS

All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term or during the summer, then time limits shall consist of days the business office is open.

C. PROCEDURES

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

1. STEP I – The Association, on behalf of the employee, may present the grievance in writing to the immediately involved supervisor within twenty (20) days of the event giving rise to the grievance or when the Association becomes aware of the same, whichever is later. The supervisor will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The Association's representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.
2. STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within seven (7) 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) days of the meeting, the Association shall be provided with the Superintendent's written response.
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 final and binding arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service with the request for a list of arbitrators. The arbitrator shall be selected by the parties alternately striking names with the moving party striking first name. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer with a copy to the Board, then the grievance shall be deemed withdrawn.

D. BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

E. CLASS GRIEVANCE

Grievances involving more than one employee, more than one supervisor, or an administrator above the building level may be initially filed by the Association at Step II.

F. NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

G. RELEASED TIME

Should the employee be released from his/her assignment by the administration in order to process a grievance, the employee and his/her Association representative shall be released without loss of pay or benefits.

H. Zipper--Arbitration

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

I. FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the Employees.

J. GRIEVANCE WITHDRAWAL

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

K. NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

L. TIMELINESS

The failure of the grievant or Association to timely file or process a grievance shall render the grievance procedurally defective and constitute a bar of further appeal.

M. EXPEDITED ARBITRATION

At the request of the Association and/or the Board, the Expedited Rules of the American Arbitration Association (AAA) shall be used instead of the Voluntary Labor Arbitration Rules.

N. COSTS

The fees and the expenses of the arbitrator shall be shared equally by the parties.

O. COURT REPORTER

The cost of the court reporter shall be equally shared.

ARTICLE VII
EFFECT OF AGREEMENT

A. 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.

B. Savings Clause

Should any article, section, or clause of the Agreement be declared illegal by a court or agency of competent jurisdiction, then that article, section, or clause shall be deleted. The remaining articles, sections, and clauses shall remain in full force and effect.

C. Negotiations Procedure

The parties agree to negotiate in good faith. Such negotiations shall proceed pursuant to the steps as outlined in Section 12 of the Illinois Educational Labor Relations Act.

D. Salary Schedule Incorporation

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

Gyuchan Steele will be placed on the salary schedule in his correct location based on experience and education, but will retain the salary that he was given by the school board (\$55,000) and be red circled until the salary schedule catches up with him. This is a non-precedential agreement.

Any teacher who is “red circled” will receive a \$350 bonus on his/her current salary accrued each year he/she is “red circled.”

E. Extra Duty Schedule Incorporation

Teachers, who agree to assume extra-duty assignments, shall be paid based upon the extra-duty assignment schedule as set forth in Appendix B, which is attached to and incorporated into this Agreement.

F. No Strike No Lock Out

Neither the Association nor any teacher acting individually or in a group shall directly or indirectly engage in or assist in any strike, work slowdown or other job action which in

any way interrupts or interferes with the delivery of educational services during the life of this Agreement. The Board shall not lock out any employee during the life of this Agreement.

G. Distribution of Agreement

Within thirty (30) days after the Agreement is signed, the Board shall have prepared at its expense sufficient copies of the Agreement for distribution of a copy to each currently employed teacher or teacher hereinafter employed during the term of this Agreement. Such copies shall be delivered to the Association President for distribution. The Board shall have prepared at its expense each altered page due to mid-term negotiations or error. New teachers will receive a complete copy. Such pages shall be delivered to the Association President for distribution.

H. Bargaining for Successor Agreement

In accordance with the Illinois Educational Labor Relations Act, the Board agrees to begin negotiations with the Association over a Successor Agreement. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

ARTICLE VIII
BENEFITS

A. Dues Deduction

The Board shall deduct from each member's pay the current dues of the Association, provided that the Board has a member-executed authorization for continuing dues deduction, the amount of which shall be certified annually by the Association. An authorization shall remain in effect from year to year, except that the member may revoke between July 15 and September 15 of any year. Upon receipt of any revocation the association shall notify the Board in writing of the same. Nothing herein shall require the Board to remit or be responsible for:

1. Dues in arrears;
2. Dues due from persons no longer employed by the District;
3. Dues due from persons with insufficient earnings to cover the amount of dues; and/or
4. Employees on unpaid leaves of absence

B. Payroll Deductions

Teachers shall have the right to authorize deductions from their pay to be dispersed to the Mercer County Credit Union, the I.E.A. Credit Union, the Aledo YMCA or a mutually agreed upon voluntary group life insurance company provided such authorization is submitted to the District in writing by October 15th of any given year. The district will also comply with government mandated deductions. Such deductions may include, but shall not be limited to, child support payments and wage garnishment for unpaid debts and lawsuits.

The district shall, on behalf of the employee, make government authorized pretax payroll deductions. Such deductions may include, but shall not be limited to, Health Savings Accounts (HSA), 403(b) investments and Section 125 Cafeteria Plans.

The district shall not make post-tax payments on behalf of the employees. The district will continue, however, to make post-tax payments until June 30, 2010 for those employees who currently have these types of deductions.

The District provides a 403(b) service to the employees. A third party administrator manages the program for the district. Employees desiring to participate in the 403(b) program must submit the name and contact information to the bookkeeper who will then contact the third party administrator to set up an automatic pre-tax payroll deduction arrangement. There are certain restrictions on the types of investments allowable. Eligibility and benefits shall be stated in the plan documents.

C. Insurance

1. In year one of the negotiated agreement, the Board agrees to pay \$475 per month toward a single-employee health insurance premium on a low deductible insurance policy for qualified employees. In year two, the Board agrees to pay up to \$500 per month toward the premium and in year three, the Board agrees to pay up to \$525 per month toward the premium. Qualifying employees would be given the opportunity to apply the allotment towards the offered policy of their choice.
2. The Board shall maintain a Section 125 Salary Redirection Agreement to shelter health insurance premiums for existing payroll deduction health insurance companies as long as allowable by law.
3. The Board shall pay the cost of all qualified individual teacher's premium for term life insurance in the amount of \$35,000.
4. An insurance committee consisting of three School Board members or designees, four (4) Association members (two MCEA, one MCPEA and one MCEEA) selected by each Association President respectively, and the Superintendent or his/her designee, as an ex-officio member, shall be given, within ten (10) days of receipt, all reports including but not limited to, any and all renewal packets, marketing and claims reports, RFP's results as prepared by the agent or consultant, spreadsheets, electronic communications etc., and review coverage, deductibles and premiums two (2) times per year, and make recommendations for any changes to the School Board and the Executive Committee of the Association(s). The School Board and the Association(s) Executive Board must both approve any recommendations prior to implementation.

D. Internal Substitution

In the event a teacher is required to act as a substitute during the school day, they shall be paid at the rate of forty-five (45) cents per minute. The building principal shall authorize all internal substitutions. This will be limited to only one internal substitution per day per teacher.

E. Pay-Day

Payday shall be every other Friday. Teachers shall have the option to receive twenty-six (26)-or twenty (20) pay installments during a contractual year. Should the regular payday fall on a holiday then the date of pay shall be the last working day prior to the holiday.

Due to a calendar year not being equally divisible by fourteen (14), there will need to be an adjustment in the first pay day of a contractual period to fall approximately two weeks after the first day of school. When this is necessary to reduce the financial burden, the pay installment will be issued on Wednesday of the additional week.

Employees may participate in the District's direct deposit program.

F. Mileage Reimbursement

Teachers shall be reimbursed at the current year's July 1 IRS rate per mile for use of personal vehicles while conducting approved School District related business and/or assigned to more than one (1) school building per day.

G. Tuition Reimbursement & Advancement on Pay Scale

Application for tuition reimbursement shall be submitted to the Superintendent before coursework begins. Reimbursement shall be subject to request and approval. Teachers shall receive reimbursement provided approval is obtained for additional college courses in their field of the actual tuition cost (mileage, books, meals, etc. not reimbursed) not to exceed Two Hundred Twenty five (\$225) dollars per semester hour, not to exceed two thousand dollars (\$2000) per year. Tuition reimbursement shall not be given for administration certification classes. Undergraduate courses taken for salary lane movement must be in the teaching field of the teacher or be directly related to the teacher's current responsibilities (e.g., RtI, inclusion, classroom management, data analysis, etc.). Additionally, an approved undergraduate course must be taken after the conferral of certification, and must have administrative approval. Only the classes taken after the final class for teacher certification is completed shall be counted toward salary lane movement. Credit hours taken at the written request of the Superintendent, as a designee of the Board of Education, shall be reimbursed by the Board of Education upon successful completion (as defined in advance by the Board of Education) of the course(s). The employee shall be reimbursed for the cost of tuition and the cost of textbooks.

H. Overload Pay

A teacher of grades 5-12, who by mutual agreement with the Board and Administration, is assigned to teach during their prep period shall be paid an additional 1/7 of the teacher's annual base salary for an entire year or 1/14 of the teacher's annual base salary for a semester. Other time periods will be prorata.

I. Retirement Bonus

A teacher who meets the eligibility requirements set forth in Section 1 of this Article shall receive a salary increase as set forth in Paragraph 2 of this Article.

1. Eligibility

2. The teacher is at least age fifty-five (55) by July 1 of his/her last year of active employment with the District.
3. The teacher has fifteen (15) or more years of creditable service with the District prior to the date of retirement.
4. The teacher has twenty (20) or more years of creditable service as determined by the Illinois Teacher Retirement System (TRS) at the time of retirement.

5. The teacher notifies the Superintendent or his designee in writing of his irrevocable resignation no later than June 1 of the 4th year prior to the teacher's retirement. Example: A teacher desiring to retire at the end of the 2014/2015 school year must submit a letter of resignation before 12:00 a.m. on June 1 of 2011.
6. The Teacher causes no Early Retirement Options (ERO) and Adjusted Retirement Options (AERO) costs to the Board.

2. Payment of Salary

1.
 - a. An eligible teacher's salary in the year after giving notice shall be 6% higher than the teacher's base salary (the teacher's salary as reflected on the salary schedule) in the prior year. In each of the years thereafter until retirement, such teacher's salary shall be increased by 6% over the prior year's salary. Such salary shall be in lieu of the salary increases provided by the salary schedule, including increases caused by vertical movement or horizontal movement on the salary schedule.
 - b. An eligible teacher shall also have any additional salary that he or she may receive from extra duty assignment increased by 6% each year in the same manner as set forth in paragraph (a) of Subsection 1 of Section B of this Article, so long as the teacher continues with such assignment.
2. Notwithstanding the notice provision contained in Subsection 5 of Section A, an otherwise eligible teacher who:
 - a. gives notice by March 1 of the fourth year prior to retirement; or
 - b. gives notice by March 1 of the third year prior to retirement; or
 - d. gives notice by March 1 of the second year prior to retirement; or
 - f. gives notice by March 1 of the teacher's last year prior to retirement, shall receive an increase in salary in the same manner as provided in Subsection 1 of Section B (although for a lesser number of years), unless the teacher received an eligible increase in TRS creditable earnings of greater than 6% in any of the preceding years up to four years prior to retirement, an eligible increase being on which is approved in writing by the Board and which is an exception to the 6% annual increase limitation.
3. Government stipends for National Certification will not be included with the base pay when calculating the 6% retirement bonuses.
4. Once a teacher qualifies to receive the full seventy-five (75) percent retirement benefit from the Teacher's Retirement System, the teacher must submit a letter of retirement by the last contracted attendance day of the subsequent school year. The retirement letter can request a retirement date of zero (0), one (1), two (2), three (3) or four (4) years from the date of the last contracted attendance day of the qualifying year. If the teacher does

not submit a letter of intent to retire by the said date, the teacher will no longer be eligible for the district's retirement bonus program.

5. Continuation in Insurance Programs after Retirement
Other than Nancy Koresko, Donna Pinger, Karen Jones and Kathy Whitehall, no other current or future retired teacher, spouse, or dependent shall be allowed to be members of the district's health insurance program.

3. Rescinding Retirement Decision

The Board, in its sole discretion, may allow the teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided that the teacher returns to the Board any TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under that salary schedule for such year(s) in which the creditable earnings were paid.

4. Savings Provision

To the extent that the salary raise described in Section B of this Article shall cause the Board to pay penalties to TRS attributable to the salary raise described in Section B, the Board shall be relieved of the payment of such increase to the extent it causes the Board to incur such penalties. Additionally, if the Board becomes subject to TRS penalties of earnings in excess of 6% the teacher must repay the Board all amounts of creditable earnings in excess of 6% needed to avoid the penalties. In no event may a participant in the plan receive more than a six percent (6%) creditable earnings increase from one year to the next.

J. Computer Loan Fund

The Board shall provide computer purchase assistance for certified employees, the object of which is to provide loans to certified employees in order to assist them in the purchase of personal computers. The terms of the assistance program shall require any certified employee electing to participate in the program to execute a contract to repay the loan. The loan limit will be \$2000 per person with no interest and will be repaid through payroll deduction over a period of up to two (2) years.

K. National Board Certification

The Board agrees to advance payment, on behalf of the Employee for the cost of the registration fee and materials fee for National Board Professional Teaching Standards certification candidacy.

If the teacher fails to receive certification within three (3) years, the Board will withhold 5% of the employee's gross wages per paycheck until the amount owed is paid in full. Withholding shall commence with the first paycheck receive by employee after three

years from the employee's first score release date and withholding shall continue with each paycheck in the amount specified in this agreement until the amount has been repaid to the District. However, if the employee still owes an amount greater than 5% of the gross wages up on termination, that amount may be withheld from the employee's final compensation.

The employee may reimburse the District for repayment made by the District pursuant to this agreement and such payment in full shall terminate withholding under this agreement.

Successful completion by the employee of the NBPTS certification process within 3 (three) years of the initial score release date shall cause this agreement to be null and void with no amount owed by the employee to the District for the advance payment made by the District under this agreement.

A written agreement shall be signed by both the employer and the employee prior to payment being made by the District on behalf of the employee.

The Board agrees to award any teacher who acquires a National Board Certificate or any new hire that is Nationally Board Certified, nine (9) equivalent credit hours that will be used for advancement on the salary schedule. This advance will be in effect for each year the teacher maintains such certification to a maximum of ten (10) years or until recertification, whichever occurs first. The teacher must recertify in order to continue to be eligible for the salary lane advancement.

ARTICLE IX
DURATION AND SIGNATURES

In witness whereof the parties hereto have set their hands and seals this 24th day of August, 2011, to be effective, as of July 1, 2011 except as to those areas where it has been otherwise agreed between the parties and shall continue in force and effect until and including June 30, 2014, 12:00 midnight.

This agreement is signed this _____ day of _____

FOR THE BOARD OF EDUCATION
MERCER COUNTY SCHOOL DISTRICT #404

FOR THE MERCER COUNTY
EDUCATION ASSOCIATION

Board President

Association President

Board Secretary

Association Secretary

APPENDIX A
SALARY SCHEDULE

2011/2012 School Year

Year	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27
0	32045	33295	34545	35795	38295	40295	42295	44295
1	32610	33860	35110	36360	38860	40860	42860	44860
2	33175	34425	35675	36925	39425	41425	43425	45425
3	33740	34990	36240	37490	39990	41990	43990	45990
4	34305	35555	36805	38055	40555	42555	44555	46555
5	34870	36120	37370	38620	41120	43120	45120	47120
6	35435	36685	37935	39185	41685	43685	45685	47685
7	36000	37250	38500	39750	42250	44250	46250	48250
8	36565	37815	39065	40315	42815	44815	46815	48815
9	37130	38380	39630	40880	43380	45380	47380	49380
10	37695	38945	40195	41445	43945	45945	47945	49945
11	38260	39510	40760	42010	44510	46510	48510	50510
12	38825	40075	41325	42575	45075	47075	49075	51075
13	39390	40640	41890	43140	45640	47640	49640	51640
14	39955	41205	42455	43705	46205	48205	50205	52205
15	40520	41770	43020	44270	46770	48770	50770	52770
16	41085	42335	43585	44835	47335	49335	51335	53335
17	41650	42900	44150	45400	47900	49900	51900	53900
18	42215	43465	44715	45965	48465	50465	52465	54465
19	42780	44030	45280	46530	49030	51030	53030	55030
20	43345	44595	45845	47095	49595	51595	53595	55595
21	43910	45160	46410	47660	50160	52160	54160	56160
22	44475	45725	46975	48225	50725	52725	54725	56725
23	45040	46290	47540	48790	51290	53290	55290	57290

APPENDIX A
SALARY SCHEDULE

2012/2013 School Year

Year	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27
0	32220	33470	34720	35970	38470	40470	42470	44470
1	32785	34035	35285	36535	39035	41035	43035	45035
2	33350	34600	35850	37100	39600	41600	43600	45600
3	33915	35165	36415	37665	40165	42165	44165	46165
4	34480	35730	36980	38230	40730	42730	44730	46730
5	35045	36295	37545	38795	41295	43295	45295	47295
6	35610	36860	38110	39360	41860	43860	45860	47860
7	36175	37425	38675	39925	42425	44425	46425	48425
8	36740	37990	39240	40490	42990	44990	46990	48990
9	37305	38555	39805	41055	43555	45555	47555	49555
10	37870	39120	40370	41620	44120	46120	48120	50120
11	38435	39685	40935	42185	44685	46685	48685	50685
12	39000	40250	41500	42750	45250	47250	49250	51250
13	39565	40815	42065	43315	45815	47815	49815	51815
14	40130	41380	42630	43880	46380	48380	50380	52380
15	40695	41945	43195	44445	46945	48945	50945	52945
16	41260	42510	43760	45010	47510	49510	51510	53510
17	41825	43075	44325	45575	48075	50075	52075	54075
18	42390	43640	44890	46140	48640	50640	52640	54640
19	42955	44205	45455	46705	49205	51205	53205	55205
20	43520	44770	46020	47270	49770	51770	53770	55770
21	44085	45335	46585	47835	50335	52335	54335	56335
22	44650	45900	47150	48400	50900	52900	54900	56900
23	45215	46465	47715	48965	51465	53465	55465	57465

APPENDIX A
SALARY SCHEDULE

2013/2014 School Year

Year	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27
0	32420	33670	34920	36170	38670	40670	42670	44670
1	32985	34235	35485	36735	39235	41235	43235	45235
2	33550	34800	36050	37300	39800	41800	43800	45800
3	34115	35365	36615	37865	40365	42365	44365	46365
4	34680	35930	37180	38430	40930	42930	44930	46930
5	35245	36495	37745	38995	41495	43495	45495	47495
6	35810	37060	38310	39560	42060	44060	46060	48060
7	36375	37625	38875	40125	42625	44625	46625	48625
8	36940	38190	39440	40690	43190	45190	47190	49190
9	37505	38755	40005	41255	43755	45755	47755	49755
10	38070	39320	40570	41820	44320	46320	48320	50320
11	38635	39885	41135	42385	44885	46885	48885	50885
12	39200	40450	41700	42950	45450	47450	49450	51450
13	39765	41015	42265	43515	46015	48015	50015	52015
14	40330	41580	42830	44080	46580	48580	50580	52580
15	40895	42145	43395	44645	47145	49145	51145	53145
16	41460	42710	43960	45210	47710	49710	51710	53710
17	42025	43275	44525	45775	48275	50275	52275	54275
18	42590	43840	45090	46340	48840	50840	52840	54840
19	43155	44405	45655	46905	49405	51405	53405	55405
20	43720	44970	46220	47470	49970	51970	53970	55970
21	44285	45535	46785	48035	50535	52535	54535	56535
22	44850	46100	47350	48600	51100	53100	55100	57100
23	45415	46665	47915	49165	51665	53665	55665	57665

APPENDIX B
COACHING PAY

1. Coaches' salaries are figured on the percentage of this year's base salary (BA lane, Step "0").
2. Experience from other districts in the same sport will count on the current coaches' salary schedule.
3. Coaches transferring from one level to another in the same sport area will receive years of experience that have accumulated in that particular sport.
4. Coaches transferring from boys to girls or girls to boys in the same sport will receive years of experience that have accumulated in that particular sport.
5. For each level of the State sponsored post season tournament a team takes part in, each coach will receive a bonus payment as listed below. In addition, the head coach only will receive an additional and equal bonus for each level of post season team tournament participation as listed below. Due to some sports automatically qualifying for regionals (or any level), the following will be used to determine the payout:
 - a) Bracketed Sports (volleyball, boys basketball, girls basketball, softball and baseball) – Teams are automatically placed into a regional game. They will receive a 0.5% increase if they win the first game in their regional, and then they receive an additional 0.5% for each reaching the sectional level. A bonus of 0.5% will be given for reaching the super-sectional level and an additional 0.5% increase will be given for reaching "state."
 - b) Football – Coaches will receive a 0.5% increase if they qualify for the playoffs and for each additional 0.5% for each additional game.
 - c) Track and Bass Fishing – Teams are automatically eligible to participate in sectionals. The coaches will receive a 0.5% increase if athletes advance to the sectional and a 0.5% increase for participating in state.
 - d) Cross Country, Golf and Wrestling – Teams are automatically eligible to participate in regionals (but do not have multiple rounds like the bracketed sports). Coaches will receive 0.5% increase in an athlete advances to sectionals and an additional 0.5% increase if they advance to the state level. Wrestling coaches will receive a 0.5% increase if the team reaches sectionals and an additional 0.5% if the team reaches "state."
6. Each coach will receive his/her pay either a) at the end of the season in one lump sum or b) have the coaching salary split into three equal payments at times mutually agreed upon.
7. All experience in all related areas from prior districts (#201 & #203) will carry over to District #404.

8. Coaching Evaluations

- a. The Administration will evaluate head coaches and varsity assistants within thirty (30) days after the close of the coaching season, which will constitute the completion of the state tournament series for the sport to be evaluated.
- b. The assigned administrator will use the approved form developed jointly by the Association and the Board.
- c. The assigned administrator shall insure that the coach being evaluated has seen the evaluation. The coach will signify this by signing and dating the evaluation. The signature indicates that the coach is aware of the evaluation, not necessarily that he or she agrees with the evaluation. The assigned administrator will discuss the evaluation with the coach being evaluated.
- d. Results of any coaching evaluation shall not be included as a part of the employee's evaluation of teaching performance except in the case of severe misconduct.
- e. Evaluations that are poor enough to make retention questionable will be immediately forwarded to the Superintendent.

9. Additional Coaches

All teams have a set number of coaches hired for each season (see attached coaching pay schedule). If the interest in any given sport is larger than expected, the following guidelines will be used to determine the hiring of additional coaches.

- a. The administration, coaches and athletic director will determine if the situation merits cuts or additional coaching staff.
- b. If additional staff is needed, the job will be posted concurrently for seven (7) days both in-district and out-of-district. A recommendation will be given to the Board of education seeking approval for the position.
- c. Salaries will be paid as a percentage of the base and will use the same format as the coaching salary schedule (including experience lanes), starting 2% below the lowest paid coaching position for that sport.

10. Effective for the 2009/2010 school year, each MCEA member accepting a coaching extra-duty position shall be paid according to the coaching salary schedule, except those who would take a reduction in pay. Those coaches shall continue to receive the same salary they had in the 2008/2009 school year until the coaches salary schedule catches up with them. At that point, they will be moved back onto the salary schedule.

<u>High School Sport</u>	<u>0-5 Yrs Exp % Base</u>	<u>6-9 Yrs Exp % Base</u>	<u>10+ Yrs Exp % Base</u>
Head Coaches			
Volleyball	12	13	15
Football	13	14	16
Cross Country	10	11	13
Golf -Boys	10	11	13
Golf - Girls	10	11	13
Basketball – Boys	12	13	15
Basketball – Girls	12	13	15
Wrestling	12	13	15
Track – Boys	10	11	13
Track – Girls	10	11	13
Softball	10	11	13
Baseball	10	11	13
Bass Fishing (2)	5	6	8
Sophomore Coaches			
Volleyball	10	11	13
Football	11	12	14
Basketball-Boys	10	11	13
Basketball-Girls	10	11	13
Softball	8	9	11
Baseball	8	9	11
Assistant Coaches (No. Needed)			
Volleyball (1)	9	10	12
Football (4)	9	10	12
Wrestling (2)	9	10	12
Softball (1)	7	8	10
Baseball (1)	7	8	10
Track-Boys (2)	7	8	10
Track-Girls (2)	7	8	10

<u>Jr High Sports</u>	<u>0-5 Yrs Exp % Base</u>	<u>6-9 Yrs Exp % Base</u>	<u>10+ Yrs Exp % Base</u>
Volleyball			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Football			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Asst Coach (2)	7	8	10
Boys Basketball			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Girls Basketball			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Wrestling			
Head Coach	8	9	12
Asst Coach	7	8	10
Boys Track			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Girls Track			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11

APPENDIX C
EXTRA DUTY PAY

A. Work Group Pay

Teachers whose extra duty stipends are designated Committee Pay Position shall receive \$20 per hour for meetings attended. Teachers who serve as committee chairs shall receive \$40 per hour.

B. Additional Load Compensation

Teachers shall attend two (2) required activities past the contractual day per school year as decided by each building principal at the start of the school year (i.e. open house, RtI programs, graduation, music programs, etc.)

C. Homebound Tutoring

Teachers who agree to tutor homebound students shall be paid \$20 per hour plus mileage.

D. Shared Extra Duty Positions

Extra duty positions which indicate two (2) advisors, will pay each advisor the full stipend. With administrative approval, advisor positions may be shared between more than one (1) person, providing the stipend be divided accordingly.

E. Pay Determination Source

Extra duty salaries are figured on the percentage of this year's base salary (BA lane, Step "0").

E. EXTRA DUTY POSITIONS

DISTRICT

Mentoring (5 People)	4%
Curriculum Council	4%
P.B.I.S. (1 team per bldg)	Work Group Pay
Student Assistance Team (1 team per bldg)	Work Group Pay
Building Leadership Team (1 team per bldg)	Work Group Pay
Special Education Building Team Leader (1 per bldg)	3%
Webmaster	2%

HIGH SCHOOL

Cheer Advisor	7.5%
Drama (2)	5.5%
FFA Advisor	10%
Flag Advisor	2%
Freshman Class Advisor (2)	0.5%
Instrumental Groups	12%
Junior Class Advisor (2)	1%
Key Club Advisor	3%
Majorette Sponsor	2%
Musical (2 positions)	5.5%
National Honor Society	0.5%
Pom Pon Advisor	4.5%
Scholastic Bowl Advisor	4.5%
Senior Class Advisor (2)	1%
Sophomore Class Advisor (2)	0.5%
Spanish Club Advisor	0.5%
Student Council	4.5%
Vocal Groups	11%
Weight Room Coordinator	12%
Yearbook Advisor	6%
Athletic Director	20%
Art	6%

JUNIOR HIGH SCHOOL

Cheerleaders	4.5%
Instrumental Groups	2%
Scholastic Bowl Advisor	1.5%
Spelling Bee Coordinator	0.5%
Student Council	3.5%
Swing Choir	1.5%
Vocal Groups	2%
FFA Advisor	3%