

CONTRACT AGREEMENT
between

OLYMPIA EDUCATION ASSOCIATION
and
OLYMPIA COMMUNITY UNIT
SCHOOL DISTRICT NO. 16
BOARD OF EDUCATION

2007-2011

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**ARTICLE I
RECOGNITION**

The Board of Education of Olympia Community Unit School District #16 hereinafter referred to as the "Board," recognizes the Olympia Education Association hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all regularly employed certified personnel, hereinafter referred to as "Teachers," except for the Superintendent, Director for Instructional Programs, Transportation and Student Personnel Directors, Business Manager, Building Principals and Assistant or Associate Principals, Substitute Teachers and Short Term Teachers.

ARTICLE II BARGAINING

2.1 Scope of Bargaining

The Board and Association agree to bargain in good faith with respect to wages, hours, and other terms and conditions of employment.

2.2 Negotiations Procedure

The Board and Association agree to bargain under and abide by the provisions of the Illinois Educational Labor Relations Act. The parties shall start bargaining for a successor agreement on or before April 1.

Should either party declare impasse, the parties shall jointly request the Federal Mediations Conciliation Service (FMCS) to provide the services of a mediator. Should the FMCS be unavailable, the parties shall immediately commence discussions about how to secure another mediator.

2.3 No Strike Provision

During the term of this agreement and any extension thereof:

2.3.1 The Board shall not lock out its employees, and

2.3.2 No employee covered by this agreement, nor the association, nor any person acting on behalf of the association shall ever or at any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

2.4 Additional Bargaining

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

ARTICLE III GRIEVANCE PROCEDURE

3.1 Definition

A grievance is a violation, misinterpretation or misapplication of a specific article or section of this agreement.

3.2 Statement of Basic Principles

- (a) Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual teacher from discussing a problem with the administration and having it adjusted without intervention or representation of organization representatives.
- (b) A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- (c) The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to any further step and an administrator's failure to give a decision within the time limits shall permit the teacher to proceed to the next step. Any time limit, however, may be extended by mutual agreement.
- (d) Any teacher has a right to be represented at any time in the grievance procedure as does the administration. The teacher shall be present at any grievance discussion when the administration and/or the O.E.A. deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- (e) In any instance where the O.E.A. is not represented in the grievance procedure, the O.E.A. will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this agreement.

Any final disposition of a grievance alleged by the O.E.A. to be in conflict with this Agreement shall be grievable by the O.E.A.
- (f) Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. Hearings and conferences may be held, at the option of the administration, during school hours and any employee whose presence is required shall be excused, with pay, for that purpose.
- (g) It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

3.3 Procedures

(a) First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his immediate supervisor.

(b) Second Step

If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the principal. The grievance should state the facts of the grievance and remedy requested. The filing of the grievance with the building principal at the second step must be within 20 school days from the date of the occurrence of the event giving rise to the grievance. The principal shall communicate his/her decision in writing and set forth the rationale for such decision to the teacher and the superintendent within ten (10) school days after receipt of the written grievance.

(c) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days after receipt of the principal's written decision at the second step, a copy of such grievance with the Superintendent. Within ten (10) school days after such written grievance is so filed, the aggrieved and his/her representative, if any, the principal, and the Superintendent and his/her representative, if any, shall meet to resolve the grievance. The superintendent shall render his/her decision and set forth the rationale for such decision within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher, principal, and the O.E.A.

(d) Fourth Step

If the teacher is not satisfied with the disposition of the grievance at the third step or the time limits expire without the issuance of the Superintendent's written reply, the teacher may submit the grievance to final and 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 third step 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 has not previously been disclosed to the other party.
- (2) The arbitrator shall have no power to alter the terms of this agreement,
- (3) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the Board and the Association.
- (4) If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

3.4 Miscellaneous Provisions

- (a) During the Summer Vacation Period time limits shall double and days shall be considered work days instead of school days. The definition of work days shall be normal working hours Monday through Friday, excluding holidays. School days shall mean teacher work days.
- (b) Any grievance which arose prior to the effective date of this agreement or after the termination date of this agreement shall not be processed.
- (c) By mutual agreement in writing and signed by both parties, Steps Two and Three may be by-passed and the grievance submitted directly to arbitration.
- (d) Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step Three.

**ARTICLE IV
COMPENSATION AND EXTRA CURRICULAR ASSIGNMENTS**

4.1 Salary Increments

Salary increments are not automatic. Should a teacher be unsatisfactory as determined by the administration and Board of Education, a salary increase may be withheld. This action shall be taken (1) after the teacher has received a written evaluation that included suggestions for improvement, (2) that the written evaluation was concluded early enough so that the teacher had time to make the improvements, and (3) the teacher failed to make the necessary improvements.

4.2 College Credit

A teacher's horizontal placement on the salary schedule shall be based on pre-approved university or college course work in the teacher's teaching field or that which fulfills the requirements for a Master's Degree. Pre-approved workshops will also be accepted for which university/college or in district credit is received. (Appendix A) The list in Appendix A will be updated yearly by the Superintendent and/or his/her designee, and must be approved by the Association

Pre-approval of all coursework or workshops to be applied to the Salary Schedule requires the written approval of the Superintendent or his/her designee prior to enrolling in the course or workshop.

To receive credit for work which has been completed as of September 1 and February 1 of the school year and appropriate Salary Schedule placement, the teacher must file a certified college/university transcript of the successfully completed coursework with the Superintendent or his/her designee prior to September 10 and February 10. Teachers earning credit (no indistrict workshop credit will be recognized for mid-year movement) which allows mid-year horizontal movement on the salary schedule shall remain on the same vertical step as they began the year and 50% of the increase in salary occasioned by the horizontal movement shall be paid over the remaining pays for the year.

4.3 Conflict With School Code

All agreements in this salary schedule will not be in conflict with Illinois laws and regulations as specified in The School Code of Illinois.

4.4 Credit For Teaching Experience

In determining the amount of teaching experience, either within or outside the district, less than one-half year of experience will be given no credit while one-half year or more will be considered a full year. Only ECE-12th grade private and/or public school experience will be given credit.

4.5 Extra Curricular Assignments

Teachers are expected to fulfill extra-curricular assignments, cafeteria duty, and other assignments made by the Principal or Superintendent. Any extra-duty assignments and class sponsorships that develop into significant extra work above and beyond the regular school day and beyond the duties and responsibilities expected of all teachers, will be reimbursed proportionately to the amounts paid for the most comparable special duty. In the event changes are made in teaching or extra-curricular assignments, the employee affected will be notified by the Principal or Superintendent. If a teacher requests to be relieved from an extra-duty assignment, every effort shall be made to find a qualified replacement. If a qualified replacement cannot be found after two (2) consecutive seasons the teacher's request will be granted. The request must be resubmitted each year of the two (2) year period of time. The two (2) year period of time will start with the school year in which the request is made.

4.5.1 During the term of this agreement, if the Board decides to add additional positions or new assignments to the extra-curricular assignments stated in this agreement, the board will consult with the Association for the purpose of determining the appropriate pay levels for such assignments.

4.6 Pay for Extra-Duty Assignments

Pay for 2007-2011 Extra Duty and other assignments are attached.

4.6.1 Pay For Extra Duty Assignments

2007-2008		Base: \$28,504			
<u>Cate-</u>	<u>Extra-Duty Assignments</u>	<u># of staff</u>	<u>Percent</u>	<u>Amount</u>	
<u>gory</u>			<u>of Base</u>		
A	Basketball, Boys OHS Head	1	16.9%	4,817	
	Basketball, Girls OHS Head	1	16.9%	4,817	
	Football, Boys OHS Head	1	16.9%	4,817	
	Wrestling, Boys OHS Head	1	16.9%	4,817	
B	Baseball, Boys OHS Head	1	14.3%	4,076	
	Drama/Theatre, OHS Head	1	14.3%	4,076	
	Instrumental Music, OHS	1	14.3%	4,076	
	Softball, Girls OHS Head	1	14.3%	4,076	
	Speech, OHS Head	1	14.3%	4,076	
	Track, Boys OHS Head	1	14.3%	4,076	
	Track, Girls OHS Head	1	14.3%	4,076	
	Volleyball, Girls OHS Head	1	14.3%	4,076	
	Yearbook, OHS	1	14.3%	4,076	
	C	Basketball, Boys OHS Ass't	2	12.3%	3,506
		Basketball, Girls OHS Ass't	2	12.3%	3,506
		Cross Country, OHS Head	1	12.3%	3,506
Football, OHS Asst. Boys		6	12.3%	3,506	
Head Golf, OHS		1	12.3%	3,506	
Swimming, Boys OHS Head		1	12.3%	3,506	
Swimming, Girls OHS Head		1	12.3%	3,506	
Vocal, Music, OHS		1	12.3%	3,506	
Wrestling, OHS Asst. Boys		2	12.3%	3,506	
D		Baseball, Boys OHS Ass't	2	11.0%	3,135
	Basketball, Boys MS	2	11.0%	3,135	
	Basketball, Girls MS	2	11.0%	3,135	
	Drama/Theatre, OHS Ass't	1	11.0%	3,135	
	Softball, Girls OHS Ass't	1	11.0%	3,135	
	Speech, OHS Asst	2	11.0%	3,135	
	Student Council/Captains, OHS Head	1	11.0%	3,135	
	Track, OHS Ass't & MS Head	4	11.0%	3,135	
	Volleyball, OHS Asst. Girls	2	11.0%	3,135	
	Wrestling, Boys MS Head	1	11.0%	3,135	
E	Baseball, Boys MS	1	9.6%	2,736	
	Cross Country, OHS Asst.	1	9.6%	2,736	
	Golf, OHS Asst.	1	9.6%	2,736	
	Softball, Girls MS Head	1	9.6%	2,736	
	Swimming Ass't, Girls & Boys OHS	2	9.6%	2,736	
	Volleyball, Girls MS	2	9.6%	2,736	
	Wrestling, Boys MS Ass't	1	9.6%	2,736	
F	Cross Country, MS	1	8.3%	2,366	
	Scholastic Bowl, OHS Head	1	8.3%	2,366	
	Soccer, Boys & Girls Heads	2	8.3%	2,366	
	Student Council/Captains, OHS Ass't	1	8.3%	2,366	
	Track, MS Ass't	3	8.3%	2,366	

2007-2008 continued

G	Baseball, OMS Asst.	1	6.7%	1,910
	Basketball, Varsity Boys Asst.	1	6.7%	1,910
	Basketball, Varsity Girls Asst.	1	6.7%	1,910
	Cheerleading, OHS Basketball	1	6.7%	1,910
	Chess, Head	1	6.7%	1,910
	Drama/Theatre, MS	1	6.7%	1,910
	Instrumental Music, MS	2	6.7%	1,910
	OMS Intramural Director	1	6.7%	1,910
	Softball, OMS Asst.	1	6.7%	1,910
H	Cheerleading, MS	1	5.7%	1,625
	Scholastic Bowl, OHS Ass't	1	5.7%	1,625
	Vocal Music, MS	1	5.7%	1,625
I	Cheerleading, Ass't	1	4.7%	1,340
	Cheerleading, OHS Football	1	4.7%	1,340
	Chess, Ass't	1	4.7%	1,340
	Flag Sponsor, OHS	1	4.7%	1,340
	Instrumental Music Ass't	1	4.7%	1,340
	Literary, MS	2	4.7%	1,340
	Music, Elementary	5	4.7%	1,340
	Pom-Pon, OHS	1	4.7%	1,340
	Scholastic Bowl, MS	1	4.7%	1,340
J	Beta Club, OMS	1	3.7%	1,055
	Class Sponsor	4	3.7%	1,055
	Junior Class, Prom OHS	1	3.7%	1,055
	National Honor Society	1	3.7%	1,055
	Pom-Pon, MS	1	3.7%	1,055
	Renaissance Advisor, OHS	1	3.7%	1,055
	Student Council, MS	1	3.7%	1,055

No salary will be reduced unless a duty assignment is reduced.

4.6.1 Pay For Extra Duty Assignments

<u>Cate- gory</u>	<u>2008-2009 Extra-Duty Assignments</u>	Base: \$29,074		<u>Amount</u>	
		<u># of staff</u>	<u>Percent of Base</u>		
A	Basketball, Boys OHS Head	1	16.9%	4,914	
	Basketball, Girls OHS Head	1	16.9%	4,914	
	Football, Boys OHS Head	1	16.9%	4,914	
	Wrestling, Boys OHS Head	1	16.9%	4,914	
B	Baseball, Boys OHS Head	1	14.3%	4,158	
	Drama/Theatre, OHS Head	1	14.3%	4,158	
	Instrumental Music, OHS	1	14.3%	4,158	
	Softball, Girls OHS Head	1	14.3%	4,158	
	Speech, OHS Head	1	14.3%	4,158	
	Track, Boys OHS Head	1	14.3%	4,158	
	Track, Girls OHS Head	1	14.3%	4,158	
	Volleyball, Girls OHS Head	1	14.3%	4,158	
	Yearbook, OHS	1	14.3%	4,158	
	C	Basketball, Boys OHS Ass't	2	12.3%	3,576
		Basketball, Girls OHS Ass't	2	12.3%	3,576
		Cross Country, OHS Head	1	12.3%	3,576
Football, OHS Asst. Boys		6	12.3%	3,576	
Head Golf, OHS		1	12.3%	3,576	
Swimming, Boys OHS Head		1	12.3%	3,576	
Swimming, Girls OHS Head		1	12.3%	3,576	
Vocal, Music, OHS		1	12.3%	3,576	
Wrestling, OHS Asst. Boys		2	12.3%	3,576	
D		Baseball, Boys OHS Ass't	2	11.0%	3,198
	Basketball, Boys MS	2	11.0%	3,198	
	Basketball, Girls MS	2	11.0%	3,198	
	Drama/Theatre, OHS Ass't	1	11.0%	3,198	
	Softball, Girls OHS Ass't	1	11.0%	3,198	
	Speech, OHS Asst	2	11.0%	3,198	
	Student Council/Captains, OHS Head	1	11.0%	3,198	
	Track, OHS Ass't & MS Head	4	11.0%	3,198	
	Volleyball, OHS Asst. Girls	2	11.0%	3,198	
	Wrestling, Boys MS Head	1	11.0%	3,198	
E	Baseball, Boys MS	1	9.6%	2,791	
	Cross Country, OHS Asst.	1	9.6%	2,791	
	Golf, OHS Asst.	1	9.6%	2,791	
	Softball, Girls MS Head	1	9.6%	2,791	
	Swimming Ass't, Girls & Boys OHS	2	9.6%	2,791	
	Volleyball, Girls MS	2	9.6%	2,791	
	Wrestling, Boys MS Ass't	1	9.6%	2,791	
F	Cross Country, MS	1	8.3%	2,413	
	Scholastic Bowl, OHS Head	1	8.3%	2,413	
	Soccer, Boys & Girls Heads	2	8.3%	2,413	
	Student Council/Captains, OHS Ass't	1	8.3%	2,413	
	Track, MS Ass't	3	8.3%	2,413	

2008-2009 continued

G	Baseball, OMS Asst.	1	6.7%	1,948
	Basketball, Varsity Boys Asst.	1	6.7%	1,948
	Basketball, Varsity Girls Asst.	1	6.7%	1,948
	Cheerleading, OHS Basketball	1	6.7%	1,948
	Chess, Head	1	6.7%	1,948
	Drama/Theatre, MS	1	6.7%	1,948
	Instrumental Music, MS	2	6.7%	1,948
	OMS Intramural Director	1	6.7%	1,948
	Softball, OMS Asst.	1	6.7%	1,948
H	Cheerleading, MS	1	5.7%	1,657
	Scholastic Bowl, OHS Ass't	1	5.7%	1,657
	Vocal Music, MS	1	5.7%	1,657
I	Cheerleading, Ass't	1	4.7%	1,366
	Cheerleading, OHS Football	1	4.7%	1,366
	Chess, Ass't	1	4.7%	1,366
	Flag Sponsor, OHS	1	4.7%	1,366
	Instrumental Music Ass't	1	4.7%	1,366
	Literary, MS	2	4.7%	1,366
	Music, Elementary	5	4.7%	1,366
	Pom-Pon, OHS	1	4.7%	1,366
	Scholastic Bowl, MS	1	4.7%	1,366
J	Beta Club, OMS	1	3.7%	1,076
	Class Sponsor	4	3.7%	1,076
	Junior Class, Prom OHS	1	3.7%	1,076
	National Honor Society	1	3.7%	1,076
	Pom-Pon, MS	1	3.7%	1,076
	Renaissance Advisor, OHS	1	3.7%	1,076
	Student Council, MS	1	3.7%	1,076

No salary will be reduced unless a duty assignment is reduced.

4.6.1 Pay For Extra Duty Assignments

<u>Cate- gory</u>	<u>2009-2010 Extra-Duty Assignments</u>	Base: \$29,656		<u>Amount</u>	
		<u># of staff</u>	<u>Percent of Base</u>		
A	Basketball, Boys OHS Head	1	16.9%	5,012	
	Basketball, Girls OHS Head	1	16.9%	5,012	
	Football, Boys OHS Head	1	16.9%	5,012	
	Wrestling, Boys OHS Head	1	16.9%	5,012	
B	Baseball, Boys OHS Head	1	14.3%	4,241	
	Drama/Theatre, OHS Head	1	14.3%	4,241	
	Instrumental Music, OHS	1	14.3%	4,241	
	Softball, Girls OHS Head	1	14.3%	4,241	
	Speech, OHS Head	1	14.3%	4,241	
	Track, Boys OHS Head	1	14.3%	4,241	
	Track, Girls OHS Head	1	14.3%	4,241	
	Volleyball, Girls OHS Head	1	14.3%	4,241	
	Yearbook, OHS	1	14.3%	4,241	
	C	Basketball, Boys OHS Ass't	2	12.3%	3,648
		Basketball, Girls OHS Ass't	2	12.3%	3,648
Cross Country, OHS Head		1	12.3%	3,648	
Football, OHS Asst. Boys		6	12.3%	3,648	
Head Golf, OHS		1	12.3%	3,648	
Swimming, Boys OHS Head		1	12.3%	3,648	
Swimming, Girls OHS Head		1	12.3%	3,648	
Vocal, Music, OHS		1	12.3%	3,648	
Wrestling, OHS Asst. Boys		2	12.3%	3,648	
D		Baseball, Boys OHS Ass't	2	11.0%	3,262
	Basketball, Boys MS	2	11.0%	3,262	
	Basketball, Girls MS	2	11.0%	3,262	
	Drama/Theatre, OHS Ass't	1	11.0%	3,262	
	Softball, Girls OHS Ass't	1	11.0%	3,262	
	Speech, OHS Asst	2	11.0%	3,262	
	Student Council/Captains, OHS Head	1	11.0%	3,262	
	Track, OHS Ass't & MS Head	4	11.0%	3,262	
	Volleyball, OHS Asst. Girls	2	11.0%	3,262	
	Wrestling, Boys MS Head	1	11.0%	3,262	
E	Baseball, Boys MS	1	9.6%	2,847	
	Cross Country, OHS Asst.	1	9.6%	2,847	
	Golf, OHS Asst.	1	9.6%	2,847	
	Softball, Girls MS Head	1	9.6%	2,847	
	Swimming Ass't, Girls & Boys OHS	2	9.6%	2,847	
	Volleyball, Girls MS	2	9.6%	2,847	
	Wrestling, Boys MS Ass't	1	9.6%	2,847	
F	Cross Country, MS	1	8.3%	2,461	
	Scholastic Bowl, OHS Head	1	8.3%	2,461	
	Soccer, Boys & Girls Heads	2	8.3%	2,461	
	Student Council/Captains, OHS Ass't	1	8.3%	2,461	
	Track, MS Ass't	3	8.3%	2,461	

2009-2010 continued

G	Baseball, OMS Asst.	1	6.7%	1,987
	Basketball, Varsity Boys Asst.	1	6.7%	1,987
	Basketball, Varsity Girls Asst.	1	6.7%	1,987
	Cheerleading, OHS Basketball	1	6.7%	1,987
	Chess, Head	1	6.7%	1,987
	Drama/Theatre, MS	1	6.7%	1,987
	Instrumental Music, MS	2	6.7%	1,987
	OMS Intramural Director	1	6.7%	1,987
	Softball, OMS Asst.	1	6.7%	1,987
H	Cheerleading, MS	1	5.7%	1,690
	Scholastic Bowl, OHS Ass't	1	5.7%	1,690
	Vocal Music, MS	1	5.7%	1,690
I	Cheerleading, Ass't	1	4.7%	1,394
	Cheerleading, OHS Football	1	4.7%	1,394
	Chess, Ass't	1	4.7%	1,394
	Flag Sponsor, OHS	1	4.7%	1,394
	Instrumental Music Ass't	1	4.7%	1,394
	Literary, MS	2	4.7%	1,394
	Music, Elementary	5	4.7%	1,394
	Pom-Pon, OHS	1	4.7%	1,394
	Scholastic Bowl, MS	1	4.7%	1,394
J	Beta Club, OMS	1	3.7%	1,097
	Class Sponsor	4	3.7%	1,097
	Junior Class, Prom OHS	1	3.7%	1,097
	National Honor Society	1	3.7%	1,097
	Pom-Pon, MS	1	3.7%	1,097
	Renaissance Advisor, OHS	1	3.7%	1,097
	Student Council, MS	1	3.7%	1,097

No salary will be reduced unless a duty assignment is reduced.

4.6.1 Pay For Extra Duty Assignments

<u>Cate- gory</u>	<u>Extra-Duty Assignments</u>	2010-2011		<u>Amount</u>	
		<u># of staff</u>	<u>Base: \$30,249 Percent of Base</u>		
A	Basketball, Boys OHS Head	1	16.9%	5,112	
	Basketball, Girls OHS Head	1	16.9%	5,112	
	Football, Boys OHS Head	1	16.9%	5,112	
	Wrestling, Boys OHS Head	1	16.9%	5,112	
B	Baseball, Boys OHS Head	1	14.3%	4,326	
	Drama/Theatre, OHS Head	1	14.3%	4,326	
	Instrumental Music, OHS	1	14.3%	4,326	
	Softball, Girls OHS Head	1	14.3%	4,326	
	Speech, OHS Head	1	14.3%	4,326	
	Track, Boys OHS Head	1	14.3%	4,326	
	Track, Girls OHS Head	1	14.3%	4,326	
	Volleyball, Girls OHS Head	1	14.3%	4,326	
	Yearbook, OHS	1	14.3%	4,326	
	C	Basketball, Boys OHS Ass't	2	12.3%	3,721
		Basketball, Girls OHS Ass't	2	12.3%	3,721
		Cross Country, OHS Head	1	12.3%	3,721
Football, OHS Asst. Boys		6	12.3%	3,721	
Head Golf, OHS		1	12.3%	3,721	
Swimming, Boys OHS Head		1	12.3%	3,721	
Swimming, Girls OHS Head		1	12.3%	3,721	
Vocal, Music, OHS		1	12.3%	3,721	
Wrestling, OHS Asst. Boys		2	12.3%	3,721	
D		Baseball, Boys OHS Ass't	2	11.0%	3,327
	Basketball, Boys MS	2	11.0%	3,327	
	Basketball, Girls MS	2	11.0%	3,327	
	Drama/Theatre, OHS Ass't	1	11.0%	3,327	
	Softball, Girls OHS Ass't	1	11.0%	3,327	
	Speech, OHS Asst	2	11.0%	3,327	
	Student Council/Captains, OHS Head	1	11.0%	3,327	
	Track, OHS Ass't & MS Head	4	11.0%	3,327	
	Volleyball, OHS Asst. Girls	2	11.0%	3,327	
	Wrestling, Boys MS Head	1	11.0%	3,327	
E	Baseball, Boys MS	1	9.6%	2,904	
	Cross Country, OHS Asst.	1	9.6%	2,904	
	Golf, OHS Asst.	1	9.6%	2,904	
	Softball, Girls MS Head	1	9.6%	2,904	
	Swimming Ass't, Girls & Boys OHS	2	9.6%	2,904	
	Volleyball, Girls MS	2	9.6%	2,904	
	Wrestling, Boys MS Ass't	1	9.6%	2,904	
F	Cross Country, MS	1	8.3%	2,511	
	Scholastic Bowl, OHS Head	1	8.3%	2,511	
	Soccer, Boys & Girls Heads	2	8.3%	2,511	
	Student Council/Captains, OHS Ass't	1	8.3%	2,511	
	Track, MS Ass't	3	8.3%	2,511	

2010-2011 continued

G	Baseball, OMS Asst.	1	6.7%	2,027
	Basketball, Varsity Boys Asst.	1	6.7%	2,027
	Basketball, Varsity Girls Asst.	1	6.7%	2,027
	Cheerleading, OHS Basketball	1	6.7%	2,027
	Chess, Head	1	6.7%	2,027
	Drama/Theatre, MS	1	6.7%	2,027
	Instrumental Music, MS	2	6.7%	2,027
	OMS Intramural Director	1	6.7%	2,027
	Softball, OMS Asst.	1	6.7%	2,027
H	Cheerleading, MS	1	5.7%	1,724
	Scholastic Bowl, OHS Ass't	1	5.7%	1,724
	Vocal Music, MS	1	5.7%	1,724
I	Cheerleading, Ass't	1	4.7%	1,422
	Cheerleading, OHS Football	1	4.7%	1,422
	Chess, Ass't	1	4.7%	1,422
	Flag Sponsor, OHS	1	4.7%	1,422
	Instrumental Music Ass't	1	4.7%	1,422
	Literary, MS	2	4.7%	1,422
	Music, Elementary	5	4.7%	1,422
	Pom-Pon, OHS	1	4.7%	1,422
	Scholastic Bowl, MS	1	4.7%	1,422
J	Beta Club, OMS	1	3.7%	1,119
	Class Sponsor	4	3.7%	1,119
	Junior Class, Prom OHS	1	3.7%	1,119
	National Honor Society	1	3.7%	1,119
	Pom-Pon, MS	1	3.7%	1,119
	Renaissance Advisor, OHS	1	3.7%	1,119
	Student Council, MS	1	3.7%	1,119

No salary will be reduced unless a duty assignment is reduced.

4.6.2 Pay For Department Chairpersons and Other Extended Contracts

Department Size	2007-2011 % of Base
1-2	1.1%
3-4	2.1%
5-6	2.9%
7-8	3.8%
9 and up	4.9%
Vocational Director	2.2%
Media Supervisor	4.0%
Agriculture Teacher	22.0%
K-12 Exec. Council Coord.	7.9%

4.6.3 Head Teacher

If a head teacher is designated by a building principal, the head teacher will be paid a yearly stipend as follows:

2007-2011 3% (% of Base)

Such designation shall occur by September 10 of any school year. It is understood the principal may approve that such position may be shared by two teachers who shall receive a proportional share of the stipend.

4.7 Miscellaneous

No teacher will be required to keep score, sell or take tickets, time, or announce at or ride a pep bus to an interscholastic event.

4.8 TRS and THIS Contributions

In 2007-2008 the Board shall pay seven and six tenths percent (7.6%) and deduct one & eight tenths percent (1.8%) from the teachers' total creditable earnings of the nine four tenths percent (9.4%) TRS Contribution. In 2008-2009 the Board shall pay eight & two tenths percent (8.2%) and deduct one and two tenths percent (1.2%) from the teachers total creditable earnings of the nine & four tenths percent (9.4%) TRS Contribution. In 2009-2010 the Board shall pay eight & eight tenths percent (8.8%) and deduct six tenths (.6%) from the teachers' total creditable earnings of the nine & four tenths percent (9.4%) TRS Contribution. In 2010-2011 the Board shall pay the full nine & four tenths percent (9.4%) and deduct zero percent (0%) from the teachers' total creditable earnings of the nine & four tenths percent (9.4%) TRS Contribution. The Board shall remit to the Teacher Retirement System nine & four tenths percent (9.4%) of the total creditable earnings of each teacher. The Board shall also deduct and remit to the Teacher's Health Insurance Security eighty-four hundredths percent (.84%) of the total creditable earnings of each teacher. The TRS deduction shall be made in twenty (20) equal deductions (September through June) of each school year.

4.9 Response to Intervention

Each elementary building will be allotted monies, within budget constraints, on a yearly basis to be used at the discretion of the building staff in conjunction with the building principal to support services for students.

Money for RTI:

Buildings Less than 200 Students	Buildings of 200 or More Students
2007-2011 \$860	\$1,290

will be allotted to be used under the same structure as the Elementary Service Fund. Unused monies shall not accumulate.

4.10 Letter of Understanding – Response to Intervention – June 2007

An RTI committee will be established consisting of equal representation from the three elementary schools, OMS if applicable, one representative from Tri-County and the Superintendent/designee. This committee will agree to develop and maintain consistent RTI procedures throughout the three elementary schools.

At the time this contract was negotiated, rules and regulations from the state had not been established for RTI. Once those are established and received from the state, the administration will work with the committee to develop a plan for the district.

ARTICLE V FURTHER AGREEMENTS

5.1 Teacher Aides

The Board of Education will provide teacher aides under the following circumstances.
2007-2011

½ Day Kindergarten, 3 hours/session	24 or more pupils
Full-day Kindergarten and First Grade, 4 hours/day	24 or more pupils
Second and Third Grades, 4 hours/day	27 or more pupils
Fourth through Sixth Grades, 4 hours/day	29 or more pupils
Combination Classrooms, 4 hours/day	21-29 or more pupils
Combination Classrooms, 6 hours/day	30 or more pupils

When special circumstances arise (i.e., diverse student population in a classroom or ½ day Kindergarten scheduled for 2 hours and 40 minutes) the teacher may request the superintendent or his/her designee review the need for a teacher aide. The superintendent or his/her designee will acknowledge the receipt of such request in writing. A decision will be tendered within ten (10) working days of receipt of request.

5.1.1 Class Equity

The Association and Administration will jointly monitor class size at OMS.

5.2 Announcement of Vacancies

5.2.1 Definitions

5.2.1.1 Vacancy

“Vacancy” for purposes of Section 5.2 means an open position resulting from a resignation, retirement, death, termination, or an open position resulting from newly created bargaining unit position.

5.2.2 Procedures

5.2.2.1 Posting of Vacancies

Vacancies occurring during the school year may be temporarily filled to avoid undue disruption of the educational program. The procedures in this section will be followed for filling vacancies for a subsequent school year.

A notice setting forth information that accurately describes the vacancy shall be published to the staff in the following manner:

1. Delivery of a copy of the notice to the Association president or designee
2. During the school year, posting of the notice on a designated bulletin board in each school building
3. Posting of the notice through e-mail

Except in cases of emergency, the vacancy will not be filled until seven (7) calendar days have elapsed since delivery and posting of the notice as set forth above has occurred.

Reassignments within a school building may occur prior to posting a vacancy.

When a teacher with interest in a particular potential vacancy provides the superintendent or designee in writing prior to the last teacher attendance day of the school year with an e-mail address, the administration shall notify the teacher by electronic mail of any vacancy occurring during the summer in which the teacher has expressed an interest. A teacher so notified shall be responsible to contact the Administration within seven (7) calendar days following a good faith effort to give the teacher notice, should the teacher elect to apply for the vacancy.

If the District offers a summer school program, notice of all vacancies for the summer school program shall be published in the manner provided for herein and shall not be filled until seven (7) calendar days have elapsed. Compensation shall be accordance with the Agreement.

5.2.3 Extra-duty Vacancies

When Schedule B (extra-curricular) vacancies occur, the following procedures will be followed:

1. The activities director shall post all Schedule B vacancies consistent with the procedure set forth in Section 5.2.2.1.
2. All bargaining unit members' written applications shall be acknowledged by the appropriate supervisor.
3. The activities director shall annually inform the Association President of Schedule B positions that are filled by non-staff employees.
4. Vacancies occurring during the school year may be filled to avoid undue disruption of the educational program. The procedures in 5.2.2.1 will be followed to post and permanently staff the position for the next school year.

Positions created during the school year will be filled to avoid undue disruption of the educational program.

5.3 **Health Insurance**

The employer shall pay \$6,003 or the full cost of the single premium, whichever is less, for health insurance through the district group health insurance plan for the 2007-2008 school year. The employer shall pay \$6,903 or the full cost of the single premium, whichever is less, for health insurance through the district group health insurance plan for the 2008-2009 school year. The employer shall pay \$7,939 or the full cost of the single premium, whichever is less, for health insurance through the district group health insurance plan for the 2009-2010 school year. The employer shall pay \$9,130 or the full cost of the single premium, whichever is less, for health insurance through the district group health insurance plan for the 2010-2011 school year.

The Association shall designate four (4) representatives as members of the Olympia Health Insurance Committee to meet as needed. This committee shall also act as a review committee to review complaints concerning coverage alleged to have not been provided in accordance with the insurance plan.

The committee shall not engage in collective bargaining but rather consensus-building. The work of the committee is to be collaborative in order to promote a wide range of views and opinions on the subjects to be dealt with. The recommendations, if any, reported out by the committee will be provided to both the Board and the OEA. The Board and OEA will be free to use the recommendations in the formulation of their respective collective bargaining proposals for negotiations of amendments to the existing Collective Bargaining Agreement or successor agreement as the case may be.

The committee shall have access to all master policies, documents describing benefit coverage or claim procedures and experience, and other documents generated by the Plan Administrator which have been customarily provided to the Board. The District Business Manager will supply these materials to the committee as they become available from the Plan Administrator. However, the business manager shall take whatever steps are necessary to protect the confidentiality of the individual Plan participants as required by the Americans With Disabilities Act and HIPAA.

The committee may utilize the services of consultants who may attend meetings and who shall inform the committee as to recommendations in modification of the Plan design, interpret data generated from the various reports and bidding carriers, and provide projections of future Plan performance.

The committee shall consider all options which are in the best interests of the Plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like. The committee shall consider, but not by way of limitation, the following:

additions to and modifications of the benefits currently in effect;

selection of insurance and stop-loss reinsurance carriers;

selection of third party administrators;

selection of managed care networks and brokers;

management of accumulated reserves;

selection of the funding mechanism for coverage (i.e. fully funded conventional, self funded, etc.); and

establishment of premium levels for single and family coverage.

5.4 Sick Leave Bank

The Sick Leave Bank is a voluntary bank of teachers' sick leave days administered by the district, which may be used for serious illness only by participating teachers.

5.4.1 Each newly hired teacher is automatically a member of the bank for his/her first year. After the first year, to remain a member of the bank, the teacher must donate one day. Any teacher may donate one day to the bank and become a member.

5.4.2 Upon request by the Association to the Superintendent, the number of unused days in the Sick Leave Bank will be reported to the Association.

- 5.4.3 In the event that the Sick Leave Bank falls below 100 days during the school year, all teachers will be given the opportunity to donate one or more days to the bank. Then at the beginning of the following year, all teachers, to remain a member, will be provided with the opportunity to donate one or more sick leave days to the bank to rebuild it.
- 5.4.4 Days in the sick leave bank shall be for serious illness on the part of the teacher, spouse or dependent children through age 23. It does not cover elective surgery. Teachers who draw benefits under the Teacher Retirement System will cease to draw from the Sick Leave Bank. It is understood serious illness due to pregnancy is to be treated as any other serious illness which otherwise would qualify a teacher for sick leave use from the bank. Doctor's verification required.
- 5.4.5 In order for participating teachers to withdraw from the bank, a period of two teaching days must pass following the exhaustion of one's sick leave. If a teacher uses at least four days, the first two days then will be granted as paid sick leave.
- 5.4.6 Non-tenured full-time teachers and part-time teachers may withdraw, upon approval of the Sick Leave Bank Committee, days from the Sick Leave Bank for serious personal illness, based upon the following schedule:

Number of Years	Days of Sick Leave (Per Year)
1-4	10
5-10	50
11-15	75
16 or more	100

Sick Leave Bank days used for serious illness of a spouse or dependent children through age 23 shall be limited to a cumulative total of ten (10) days per year.

- 5.4.7 A committee of the Superintendent and one (1) Association member will review each request and determine if the request qualifies for Sick Leave Bank usage.

5.5 Preparation Time

Each full time teacher in Grades ECE-5 shall have at least a total of 300 minutes of preparation time during the work day for each five day school week. A proportional amount of preparation time shall be provided in shorter weeks. Part-time teachers shall receive a proportional amount of prep time.

5.5.1 Definition of Preparation Time

Preparation time is to be for teacher planning and preparation as well as student, parent, and staff conferencing.

5.6 Notification of Assignment

All teachers shall be notified by the principal of their tentative assignment for the next school year prior to the end of the current school year. In the event that an assignment is changed during the summer months, the administrator shall notify the teacher as soon as the assignment change is known. If notice is given in less than sixty days before school begins, the teacher shall be allowed to resign.

5.7 Length of Work Day

The length of the teacher work day shall be 7 hours and 40 minutes except on days of faculty meetings, parent-teacher conferences, and one open house. The teacher work day may end with the completion of professional duties and departure of buses the day before Thanksgiving and winter vacation.

During the employee workday, employees may be allowed to flex time before and after the student day, provided that the request has been made in advance and approved by the building principal.

5.8 Written Complaints Employee Suspension Without Pay

Written complaints about a teacher/coach/sponsor shall be signed by the complainant and a copy given to the teacher within 10 working days and a copy with the teacher's response placed in the teacher's personnel file. No action based on the written complaint will be taken by the Board of Education until after a teacher has been notified of the complaint.

The Board and the Association agree when it is necessary to suspend an employee without pay, the standard which will be applied will be just cause.

5.9 Payroll

Payroll will be twice a month.

The District will transfer the deducted amount for tax sheltered annuity (403B) to the designated investment company on a timely basis twice monthly.

A written request for electronic transfer of salary to a financial institution that utilizes ACH direct deposit shall be honored. The teacher can designate only one financial institution for ACH direct deposit.

5.10 Round Table Discussions

The Superintendent of Schools or his/her designee and superintendent-invited administrators will meet at least four (4) times annually on mutually agreed upon dates, with the President of the OEA and OEA-invited building representatives of each school for a round table discussion of current district/school affairs. OEA agenda items will be provided to the Superintendent at least one week in advance. The Superintendent may recommend agenda items at the time the OEA agenda items are presented. The Superintendent and the OEA President shall mutually agree on the agenda items to be addressed at the round table meeting.

Building-specific issues will be addressed with the building administrator prior to submitting the agenda item to the round table for discussion. The individual contributing an agenda item will be present at the round table discussion or convey details of the agenda item to the OEA president or building representative.

5.11 Retirement Incentive

A teacher is eligible for any one of the following Plans when the teacher has completed fifteen (15) years or more of TRS creditable service to the District.

AND

1. Becomes sixty (60) years of age by July 1 of a school year and has five years of TRS creditable service

OR

2. Qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-five (35) years of upgraded TRS creditable service

OR

3. Qualified to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-eight (38) years of non-upgraded TRS creditable service.

Nonexempt TRS creditable compensation (earnings) is defined by TRS rules and regulations.

Eligibility requirements are for the year retirement becomes effective **NOT** the year the irrevocable letter of retirement is submitted.

Option 1 – One Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 1 stating that he/she shall retire at the end of the next school year, the teacher will be removed from the salary schedule and for the final year of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior year of employment.

Example: The teacher's prior year nonexempt TRS creditable earnings were \$40,000.00. The teacher's final year nonexempt TRS creditable earnings will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$)

Option 2 – Two Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 1 two (2) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final two (2) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teachers gives his/her irrevocable letter of retirement prior to August 1, 2007, stating he/she will retire on June 30, 2009. The teachers nonexempt TRS creditable earnings for the 2006-2007 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's nonexempt TRS creditable

earnings for the 2008-2009 school year will be \$44,944.00 (i.e. $\$42,000.00 \times 1.06 = \$44,944.00$).

Option 3 – Three Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 1 three (3) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final three (3) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teachers gives his/her irrevocable letter of retirement prior to August 1, 2007, stating he/she will retire on June 30, 2010. The teachers nonexempt TRS creditable earnings for the 2006-2007 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's nonexempt TRS creditable earnings for the 2008-2009 school year will be \$44,944.00 (i.e. $\$42,000.00 \times 1.06 = \$44,944.00$). The teacher's nonexempt TRS creditable earnings for the 2009-2010 school years will be \$47,640.64 (i.e. $\$44,944.00 \times 1.06 = \$47,640.64$).

Option 4 – Four Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 1 four (4) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final four (4) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teachers gives his/her irrevocable letter of retirement prior to August 1, 2007, stating he/she will retire on June 30, 2011. The teachers nonexempt TRS creditable earnings for the 2006-2007 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's nonexempt TRS creditable earnings for the 2008-2009 school year will be \$44,944.00 (i.e. $\$42,000.00 \times 1.06 = \$44,944.00$). The teacher's nonexempt TRS creditable earnings for the 2009-2010 school years will be \$47,640.64 (i.e. $\$44,944.00 \times 1.06 = \$47,640.64$). The teacher's nonexempt TRS creditable earnings for the 2010-2011 school year will be \$50,499.08 (i.e. $\$47,640.64 \times 1.06 = \$50,499.08$).

5.11.1 Miscellaneous

1. Once a retirement letter is submitted, the teacher will not be assigned an additional extra duty not currently being performed without the consent of the teacher.
2. If after submitting an irrevocable of retirement, teacher resigns from or is removed from duties for which the teacher was compensated the previous year (i.e. Additional Pay Schedule), the teacher's nonexempt TRS creditable earnings will be adjusted accordingly.

Example: The teacher's nonexempt TRS creditable earnings from the 2006-2007 school year were \$43,000.00 of which \$3,000.00 was compensation for coaching basketball in 2006-2007. Under the teacher's retirement plan, he/she would be schedule to receive \$45,580.00 nonexempt TRS creditable earnings for the 2007-2008 school year (i.e. $\$43,000.00 \times 1.06 = \$45,580.00$). However, the

teacher resigns from his/her coaching position before the start of the 2007-2008 school year. The teacher's nonexempt TRS creditable earnings for the 2007-2008 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00

3. 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 the teacher returns to the Board any nonexempt TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.
4. If legislation is enacted and/or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be reopened for negotiations.

5.11.2 Limitation on TRS Nonexempt Creditable Compensation

When a teacher is five (5) or less years from retirement eligibility under Section 16-132 of the Illinois Pension Code, the teacher's nonexempt creditable TRS earnings from employment in the School District, irrespective of form and no matter how arising, and whether of not arising under this collective bargaining agreement, shall not exceed the amounts specified hereafter.

No teacher's nonexempt creditable TRS earnings from employment in this School District shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher's retirement annuity, or result in any District or Board-paid penalty or fee to TRS.

5.12 Teacher Evaluation Plan

Purpose: The parties agree that the primary objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all teachers based on an evaluation process that includes constructive dialogue between the teacher and the evaluator.

5.12.1 Teacher Evaluation Notification

Within four (4) weeks after the beginning of each school year, the building principal or immediate supervisor shall acquaint each teacher with the evaluation procedures and evaluation instrument to be used. A new teacher who is a member of the bargaining unit hired after the beginning of the school year will be notified of the evaluation procedures in effect within four (4) weeks after his/her employment. Within two (2) weeks prior to the teacher's initial formal observation, the administration shall inform the teacher who will conduct the formal observation/evaluation.

5.12.2 Uniformity of Evaluation Instrument

The teacher evaluation instrument shall be uniform throughout the district with the exception of instruments for guidance, nurse, speech/language, etc. personnel.

5.12.3 Evaluation Procedure

A. Number of Evaluations

Non-tenured teachers shall be evaluated at least twice per school year. Tenured teachers shall be evaluated at least once every two (2) school years.

B. Formal and Informal Observations

1. When applicable, each formal observation shall include an in-class observation of at least twenty (20) minutes in length.
2. All formal observations shall be conducted openly and with full knowledge of the teacher.
3. All informal observations which are to be used to evaluate a teacher shall be reduced to writing and discussed with the teacher at a Post-Observation Conference.

C. Pre-Observation Conference

A pre-observation conference shall precede each formal observation. The teacher will complete the pre-conference form.

D. Post-Observation Conference

A copy of each formal written evaluation shall be given to the teacher and a conference will be held between the teacher and the evaluator within five (5) school days of the observation.

In the event that the teacher feels the formal written evaluation was incomplete or inaccurate, the teacher may put these objections in writing and have them attached to the formal written evaluation report to be placed in the personnel file.

5.12.4 Other Requirements

1. Every five (5) years, beginning in 2004-2005, the evaluation instrument and plan will be reviewed by a committee assigned this responsibility. The committee shall be composed of three (3) administrators, one (1) Board member and six (6) teachers. Teacher representatives on the committee shall be appointed by the Association.
2. Any changes in the evaluation instrument will be mutually agreed to by the Association and the Board.

5.13 Noon Supervision

Elementary teachers shall not be assigned noon supervisory duties.

5.14 Secondary Class Load and Preparation Time

5.14.1 The teaching assignment for full time classroom teachers in Grades 6-12 shall include one preparation period equal to one student class period.

5.14.2 Each full time classroom teacher in Grades 6-12 shall have at least 300 minutes of preparation time scheduled within the work day.

5.14.3 Overload and/or extended contract provision

A high school teacher who voluntarily accepts an additional teaching assignment beyond the secondary class load will be compensated at the rate as determined in section 5.15. This includes “early bird” classes and “overload” classes. A department chair shall recommend a volunteer from his/her department to the principal who shall make the final decision.

5.14.4 Advisory/Supervisory Duty

Beginning the 2007-2008 school year, the secondary teachers will be assigned a twenty-five (25) minute advisory period or twenty-five minutes of duty. This will replace the current fifteen (15) minute supervision during the forty-five (45) minute lunch period. Each teacher will continue to have a thirty (30) minute duty-free lunch. The assigned duty or duties equal to twenty-five (25) minutes may be assigned at any time during the teacher’s workday. In addition, routine hallway supervision of students before, in between, and after classes will be expected of each teacher at the 6-12 level. The OHS Administration will collaborate with department chairs to monitor the advisory program.

5.15 Part-time Teachers

5.15.1 A part-time teacher is any teacher who works less than 430 minutes per day. Part-time teachers in Grades Pre-K – 12 shall receive prorated pay per instructional minutes (including prep time) based on the contract defined workday.

Example:

The teacher workday (8 a.m. to 3:40 p.m.) equals 430 minutes per day. If a teacher is hired for half time that would mean the teacher would have a total of 215 minutes/day and would be paid 50% of the eligible salary of the negotiated contract.

If a teacher is hired for 2 hours per day (teaching and planning), the salary would be calculated as follows:

120 minutes divided by 430 minutes = %FTE time
Percent FTE multiplied by step on salary schedule = part-time
Teacher’s salary per year.

5.15.2 Part-time teachers shall receive a proportionate amount of preparation time.

5.15.3 Part-time teachers shall not be assigned noon supervisory duty.

5.15.4 Substitute teacher (in-house)

Teachers who accept substitute teaching assignments during preparation time will be compensated the compensation rate in Section 10.3 (hourly rate). Substitute teaching time will be rounded up to the quarter hour

5.16 Medications

Under no circumstances shall teachers except certified school nurses be required to administer medication to students. This section shall not prohibit any teacher from providing emergency assistance to students.

ARTICLE VI REDUCTION IN FORCE

6.1 Introduction

The Board of Education shall fully comply with the provisions of Chapter 122, 24-11, Illinois Revised Statutes with regard to reductions in force. The following provision is intended to establish rules by which the Board shall exercise its discretionary authority under the provisions of 24-11 and 24-12:

6.2 Tenure

A nontenured teacher shall not acquire seniority in the District until he/she achieves tenure. Upon acquisition of tenure, the teacher shall be credited with seniority dated from the teacher's first day of continuous, uninterrupted service to the District which shall be measured from the first day the teacher actually reported for work at the beginning of the period of continuous, uninterrupted service to the District.

- A. In the case of a nontenured teacher, an interruption in service shall be defined as a break in continuous employment which interrupts the required probationary period. Any of the following events shall constitute a break in service.
1. Any authorized absence from full-time employment, in excess of ten (10) working days per year, whether approved by the Board of Education or not, except use of Board paid sick leave (including sick leave bank), Board paid personal days and/or Board paid business leave days, save that the board shall comply with the provisions of c. 122, 24-6 with respect to the granting of sick leave. There will be no break in continuous service for any non-tenured teacher who accesses FMLA in their third and /or fourth probationary years.
 2. Any reduction from full-time service to the District during the probationary period, whether occasioned by the teacher's request and Board approval or by the board's unilateral action to reduce force consistent with the 24-12 and this provision.
 3. Any unauthorized absence from duty.

6.3 Acquisition of Seniority

A tenured teacher shall acquire one year of seniority for each year of full-time employment in the district during which the teacher has actually reported for work ninety (90) or more days except that Board paid sick days (including sick leave bank), board paid personal days and/or board paid business leave days, shall be treated as days the teacher reported for work for purposes of this subsection.

A tenured teacher reduced by teacher request and Board approval where there has been no break in service or by Board initiated reduction in force to part-time employment, shall acquire seniority subject to the following:

- A. If the teacher's regular part-time schedule involves teaching each day part-time, the teacher shall acquire a fraction of a year's seniority for each year the teacher has actually reported for work ninety (90) or more days, except that the Board paid sick days (including sick leave bank), Board-paid personal days and/or Board paid business leave days, shall be treated as days the teacher reported for work for purposes of this subsection. Fractional seniority under this section shall be computed by use of the following equation:

The length of time the teacher is required to be in school
divided by the amount of time in the teacher work day.

- B. If the teacher's regular part-time schedule involves teaching whole days, but not whole weeks, the teacher shall acquire a fraction of a year's seniority for each day the teacher actually reports for work, except that if the teacher fails to report for work at least one-half of the days called for in his/her part-time schedule, no seniority shall accrue, except that Board paid sick days (including sick leave bank), Board paid personal days and/or Board paid business leave days, shall be treated as days the teacher reported for work for purposes of this subsection. Fractional seniority under this section shall be computed by use of the following equation:

The number of days the teacher reported for work divided by
the number of days in a full-time work year.

6.4 Seniority List

Seniority lists for the following subject area categories shall be developed by the administration by January 10 of the school year. A copy will be given to the OEA to be circulated to determine accuracy. All changes must be given to the administration prior to February 1.

- A. Early Childhood – Birth-Grade 3
- B. Standard Elementary K-8
- C. K-9 with Resource Area
 - Junior High School 6-8 Science*
 - Junior High School 6-8 Social Studies*
 - Junior High School 6-8 Language Arts*
 - Junior High School 6-8 Mathematics*

*Denotes Middle School Endorsement

- D. Physical Education
 - K-12
 - K-9
 - 6-12

- E. Music

- F. Special Education
 - TMH
 - SED
 - EMH
 - LD
 - Early Childhood
 - Speech Therapy
 - Deaf and Hard of Hearing
 - Blind and Partially Seeing
 - Physically Handicapped
- G. Remedial Reading
- H. Library Science
- I. 9 -12 in the following areas:
 - Agriculture
 - Art
 - Business
 - Computer Science
 - English/Language Arts
 - Family and Consumer Science
 - German
 - Guidance
 - Health
 - Industrial Arts
 - Mathematics
 - Science – General
 - Biology
 - Chemistry
 - Physics
 - Psychology
 - Registered School Nurse
 - Safety and Driver Education
 - Social Studies
 - Spanish

Each tenured teacher shall automatically be placed on the list for the subject area in which he/she are currently teaching. To be placed on an additional list, a tenured teacher must provide evidence by February 1, of the school year, that he/she is qualified according to the State Board of Education requirements to teach in that subject area.

Seniority lists shall be posted in each school and a copy sent to the O.E.A. President.

6.5 Equal Seniority

In the event two or more teachers have equal seniority in the event of a reduction in force, the Board will consider any or all of the following criteria in breaking the tie:

- A. Teacher performance and/or competence as based on written evaluations.
- B. The comparative academic qualifications of the teachers.
- C. Prior teaching experience.
- D. The best interest of the District.

ARTICLE VII RECALL

7.1 Recall

Tenured teachers dismissed honorably for reasons of reduction in force shall be eligible for recall for a period beginning with their layoff and ending one (1) calendar year after the beginning of the school term following their receipt of a notice of Reduction In Force-Layoff. Teachers who are recalled shall retain seniority and tenure rights.

Should a vacancy or vacancies exist within the school district during the period one or more teacher(s) is on layoff and eligible for recall as defined above, and where one or more teacher(s) is legally qualified to fill the position(s) in its entirety, the board shall recall a teacher(s) on layoff before it fills the position(s) with an employee(s) new to the district. Where more than one teacher on layoff and eligible for recall is qualified to fill the vacancy, the Board shall tender an offer to the most senior teacher so qualified at the time of the recall.

Where two or more teachers with equal seniority on layoff and eligible for recall are qualified to fill a single vacancy, the board will consider any or all of the following criteria in breaking the tie:

- A. Teacher performance and/or competence as based on written evaluations.
- B. The comparative academic qualifications of teachers.
- C. Prior teaching experience.
- D. The best interest of the District.

A vacancy shall be defined as a position within the district which the board has determined to fill, but where there is no person within the active teaching or administrative employ of the board qualified to fill the position, or where there is no person within the active teaching or administrative employ of the board who the board wishes to assign to the position. If the board intends to assign part-time teaching duties to an administrator, the board will inform the Association of its intent and bargain its tentative decision with the Association upon demand. Transfers of existing staff from position to position where no permanent vacancies are thereby created shall not create vacancies for the purposes of this provision.

Those administrators assigned for the 2007-2008 school year may continue in their current assignments as deemed necessary by the administration.

It shall be the responsibility of each teacher subject to recall to apprise the Board in writing of said teacher's mailing address at the time of layoff and of each mailing address change during the recall period. The board's obligation to recall shall be met where it sends an offer by certified mail to recall to a teacher on layoff, posted to the teacher at the last mailing address the teacher has provided the board. The teacher shall have twenty (20) days from the postmark date on the recall offer to respond to such offer. If the board does not receive such response before the twenty (20) day period has elapsed, the teacher will be presumed to have rejected the offer.

Any Board offer of a full-time position to a teacher on layoff and subject to recall, rejected by the teacher, will discharge all Board obligations to the teacher to offer future recalls from the instant layoff.

**ARTICLE VIII
PAID LEAVE OF ABSENCE**

8.1 Personal Leave

Each teacher shall be granted two (2) days per year for personal leave (such days may be granted as either full or half-days). Personal leave is for the purpose of handling emergency or pressing personal matters. Unused personal leave days will be added to a teacher's sick leave at the end of each school year.

Personal leave shall not be granted the day before or after a school holiday, during teacher institute days, during the first and last week of each semester, except the building principal may waive these restrictions in the case of an extreme emergency. Personal leave shall be specifically prohibited during a work stoppage.

Except in the case of an emergency, the request for personal leave shall be submitted to the building principal at the earliest possible date or at least five (5) working days before the leave is to be taken.

The granting of personal leave shall be subject to the availability of qualified substitute teachers to cover such leave and the prior approval of the teacher's building principal or such principal's designated representative.

8.2 Sick Leave

2007-2008

Each teacher shall be credited yearly with sick leave days as follows:

Zero (0) to five (5) years of service in the district:	13 days
Six (6) to twelve (12) years of service in the district:	15 days
Thirteen (13) to eighteen (18) years of service in the district:	17 days
Nineteen (19) to twenty-four (24) years of service in the district:	19 days
Twenty-five (25) years of service in the district and beyond:	22 days

2008-2009

Each teacher shall be credited yearly with sick leave days as follows:

Zero (0) to five (5) years of service in the district:	13 days
Six (6) to twelve (12) years of service in the district:	15 days
Thirteen (13) to eighteen (18) years of service in the district:	17 days
Nineteen (19) to twenty-four (24) years of service in the district:	19 days
Twenty-five (25) years of service in the district and beyond:	22 days

2009-2010

Each teacher shall be credited yearly with sick leave days as follows:

Zero (0) to five (5) years of service in the district:	13 days
Six (6) to twelve (12) years of service in the district:	17 days
Thirteen (13) to eighteen (18) years of service in the district:	19 days
Nineteen (19) to twenty-four (24) years of service in the district:	22 days
Twenty-five (25) years of service in the district and beyond:	25 days

2010-2011 (This is the final language and will carry over to the next contract.)

Each teacher shall be credited yearly with sick leave days as follows:

Zero (0) to five (5) years of service in the district:	13 days
Six (6) to twelve (12) years of service in the district:	18 days
Thirteen (13) to eighteen (18) years of service in the district:	20 days
Nineteen (19) to twenty-four (24) years of service in the district:	23 days
Twenty-five (25) years of service in the district and beyond:	26 days

Sick leave shall be interpreted to mean personal illness, quarantine at home, illness or death in the immediate family or household and disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions. The immediate family for purposes of this section, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-children, step-parents, step brother/sister, step-grandchildren, foster children and legal guardians.

The Board and an individual teacher may approach each other to explore retirement incentive possibilities. The Board will notify the Association if either party (Board or teacher) approaches the other prior to substantive discussions between the parties. These discussions can only occur in an attempt to arrive at a mutually acceptable agreement to enhance the number of available sick leave days needed for retirement. The Board shall not implement any such agreement unless the Association consents

8.3 Bereavement Leave

Employees may use up to two (2) days, per incident, for leave connected with the death of an immediate family member for such reasons as executing an estate, arranging burial and funeral rites, funeral attendance, travel, selling a decedent's property, etc. These days are not deducted from the employee's sick leave or personal leave and do not accumulate. The building administrator may approve the use of one bereavement day of leave for non-family members.

8.4 Jury Duty

A teacher called for jury duty during working hours shall be paid his/her full salary provided the teacher pays to the Board jury fees received.

8.5 Adoption Leave

Up to ten (10) days of sick leave may be accessed for the initial placement of a child in the employee's home as a result of adoption. Sick Leave Bank may not be accessed for this leave. The employee shall notify the appropriate building principal of the need for such leave as soon as practical.

8.6 Association Release Time

The Olympia Education Association shall be guaranteed four (4) full day release time days each school year. This release time is guaranteed per school year to be used by the Association for official business. This release time may be used by the Association President or his/her designee for Association business or conferences and may be used as half days if needed. In the event the Association President determines that a designee will use the Association release time he/she shall notify the superintendent and/or principal, to make arrangement for substitution, in advance of the release time.

**ARTICLE IX
UNPAID LEAVE OF ABSENCE**

9.1 Procedures and Duration

Leaves of absence without pay may be granted to teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students, but in no case shall the leave of absence exceed one calendar year. Leaves of absence without pay may be granted according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three months before the leave is desired.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves of less than one month, if acceptable to and approved by the administration, will not require Board approval nor three months' notice.
4. Leaves may be granted for:
 - a. advanced study leading to a degree in an approved university;
 - b. military service;
 - c. adoption;
 - d. educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - e. extended illness leave;
 - f. other reasons acceptable to the board or administration;
 - g. maternity/paternity
5. Teachers on such leave may continue insurance benefits subject to the insurance carrier's approval if they reimburse the District for any costs of premiums for which they apply.
6. Teachers will not advance on the salary schedule while on any approved leave of absence without pay unless working more than ninety (90) days in any given school year in which a leave is effective.
7. Leaves of absence shall not be granted immediately prior to or immediately following holidays or vacation except in an extreme emergency.
8. A teacher shall not be eligible for sick leave pay during the period of leave of absence.

9.2 Family Medical Leave

The District shall provide family leave pursuant to the Family and Medical Leave Policy (5:185). Use of the sick leave bank is not a requirement for receiving Family and Medical Leave.

**ARTICLE X
SALARY SCHEDULE**

10.1 2007-2011 Salary Schedule (as follows:)

10.1.1 Longevity Bonus

A teacher who has a minimum of 15 years of continuous experience in the district and who does not move vertically on the salary schedule will receive an annual non-cumulative longevity bonus of \$1,400.00 above and beyond any scheduled salary each year of the agreement.

Salary Schedule Note

There are 3 consecutive steps on each salary schedule that have the same salary and benefit. This cost-saving measure was part of the previously negotiated agreement and will remain a part of the current contract. The 3 consecutive steps will progress down on the salary schedule with each of the subsequent years.

Example:	2007-2008 Salary Schedule:	Steps 5, 6, and 7
	2008-2009 Salary Schedule:	Steps 6, 7, and 8

10.1 2007-2008 Salary Schedule

The current Step being paid represents years of completed service plus one more year for current year of service.

The step amount represents base amount being paid. The TRS amount being paid by the district on the teacher's behalf is listed under the base amount, and the Creditable Earnings is a combination of the two which is listed in **bold print** under the TRS amount.

<u>STEP*</u>	<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>
1	28504	29288	30093	30936	31802	32693
7.6% (of 9.4%) Board-paid TRS Creditable Earnings						
	2344	2409	2475	2545	2616	2689
	30848	31697	32568	33481	34418	35382
2	29288	30093	30921	31802	32693	33608
	2409	2475	2543	2616	2689	2764
	31697	32568	33464	34418	35382	36373
3	30093	30921	31771	32693	33608	34549
	2475	2543	2613	2689	2764	2842
	32568	33464	34384	35382	36373	37391
4	30921	31771	32644	33608	34549	35516
	2543	2613	2685	2764	2842	2921
	33464	34384	35329	36373	37391	38437
5	31771	32644	33542	34549	35516	36511
	2613	2685	2759	2842	2921	3003
	34384	35329	36301	37391	38437	39514
6	31771	32644	33542	34549	35516	36511
	2613	2685	2759	2842	2921	3003
	34384	35329	36301	37391	38437	39514
7	31771	32644	33542	34549	35516	36511
	2613	2685	2759	2842	2921	3003
	34384	35329	36301	37391	38437	39514
8	32644	33542	34464	35516	36511	37533
	2685	2759	2835	2921	3003	3087
	35329	36301	37299	38437	39514	40620
9	33542	34464	35412	36511	37533	38583
	2759	2835	2913	3003	3087	3174
	36301	37299	38325	39514	40620	41757
10	34464	35412	36386	37533	38583	39663
	2835	2913	2993	3087	3174	3262
	37299	38325	37379	40620	41757	42926
11	35412	36386	37387	38583	39663	40774
	2913	2993	3075	3174	3262	3354
	38325	39379	40462	41757	42926	44128
12	36386	37387	38415	39663	40774	41915
	2993	3075	3160	3262	3354	3448
	39379	40462	41575	42926	44128	45363
13	37387	38415	39472	40774	41915	43089
	3075	3160	3247	3354	3448	3544
	40462	41575	42719	44128	45363	46633
14	38415	39472	40557	41915	43089	44295
	3160	3247	3336	3448	3544	3643
	41575	42719	43893	45363	46633	47939
15	39472	40557	41673	43089	44295	45535
	3247	3336	3428	3544	3643	3745
	42719	43893	45100	46633	47939	49280

16	41673 3428 45100	42819 3522 46341	44295 3643 47939	45535 3745 49280	46810 3850 50660
17	42819 3522 46341	43997 3619 47616	45535 3745 49280	46810 3850 50660	48120 3958 52078
18	43997 3619 47616	45207 3718 48926	46810 3850 50660	48120 3958 52078	49468 4069 53536
19	45207 3718 48926	46450 3821 50271	48120 3958 52078	49468 4069 53536	50853 4183 55036
20	46450 3821 50271	47728 3926 51654	49468 4069 53536	50853 4183 55036	52277 4300 56577
21	47728 3926 51654	49040 4034 53036	50853 4183 55036	52277 4300 56577	53741 4420 58162
22	49040 4034 53074	50389 4145 54534	52277 4300 56577	53741 4420 58162	55246 4544 59790
23	50389 4145 54534	51774 4259 56033	53741 4420 58162	55246 4544 59790	56793 4671 61464
24	51774 4259 56033	53199 4376 57574	55246 4544 59790	56793 4671 61464	58383 4802 63185
25	53199 4376 57574	54662 4496 59157	56793 4671 61464	58383 4802 63185	60018 4937 64955
26	54662 4496 59157	56165 4620 60785	58383 4802 63185	60018 4937 64955	61699 5075 66774
27	56165 4620 60785	57709 4747 62456	60018 4937 64955	61699 5075 66774	63426 5217 68643

10.1 2008-2009 Salary Schedule

The current Step being paid represents years of completed service plus one more year for current year of service.

The step amount represents base amount being paid. The TRS amount being paid by the district on the teacher's behalf is listed under the base amount, and the Creditable Earnings is a combination of the two which is listed in **bold print** under the TRS amount.

<u>STEP*</u>	<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>
1	29074	29874	30695	31555	32438	33347
8.2% (of 9.4%) Board-paid TRS Creditable Earnings	2597	2669	2742	2819	2898	2979
	31671	32542	33437	34374	35336	36326
2	29874	30695	31539	32438	33347	34280
	2669	2742	2817	2898	2979	3062
	32542	33437	34357	35336	36326	37343
3	30695	31539	32406	33347	34280	35240
	2742	2817	2895	2979	3062	3148
	33437	34357	35301	36326	37343	38388
4	31539	32406	33297	34280	35240	36226
	2817	2895	2974	3062	3148	3236
	34357	35301	36272	37343	38388	39462
5	32406	33297	34213	35240	36226	37241
	2895	2974	3056	3148	3236	3327
	35301	36272	37269	38388	39462	40568
6	33297	34213	35154	36226	37241	38283
	2974	3056	3140	3236	3327	3420
	36272	37269	38294	39462	40568	41703
7	33297	34213	35154	36226	37241	38283
	2974	3056	3140	3236	3327	3420
	36272	37269	38294	39462	40568	41703
8	33297	34213	35154	36226	37241	38283
	2974	3056	3140	3236	3327	3420
	36272	37269	38294	39462	40568	41703
9	34213	35154	36120	37241	38283	39355
	3056	3140	3227	3327	3420	3516
	37269	38294	39347	40568	41703	42870
10	35154	36120	37114	38283	39355	40457
	3140	3227	3315	3420	3516	3614
	38294	39347	40430	41703	42870	44071
11	36120	37114	38135	39355	40457	41589
	3227	3315	3407	3516	3614	3715
	39347	40430	41541	42870	44071	45305
12	37114	38135	39184	40457	41589	42753
	3315	3407	3500	3614	3715	3819
	40430	41541	42684	44071	45305	46573
13	38135	39184	40261	41589	42753	43951
	3407	3500	3597	3715	3819	3926
	41541	42684	43858	45305	46573	47877
14	39184	40261	41368	42753	43951	45181
	3500	3597	3695	3819	3926	4036
	42684	43858	45064	46573	47877	49217
15	40261	41368	42506	43951	45181	46446
	3597	3695	3797	3926	4036	4149
	43858	45064	46303	47877	49217	50595

16	42506 3797 46303	43675 3902 47577	45181 4036 49217	46446 4149 50595	47746 4265 52011
17	43675 3902 47577	44877 4009 48886	46446 4149 50595	47746 4265 52011	49082 4385 53467
18	44877 4009 48886	46111 4119 50231	47746 4265 52011	49082 4385 53467	50457 4507 54964
19	46111 4119 50231	47379 4232 51612	49082 4385 53467	50457 4507 54964	51870 4634 56504
20	47379 4232 51612	48682 4349 53031	50457 4507 54964	51870 4634 56504	53323 4763 58086
21	48682 4349 53031	50021 4468 54489	51870 4634 56504	53323 4763 58086	54816 4897 59713
22	50021 4468 54489	51397 4591 55988	53323 4763 58086	54816 4897 59713	56351 5034 61385
23	51397 4591 55988	52810 4718 57527	54816 4897 59713	56351 5034 61385	57929 5175 63104
24	52810 4718 57527	54263 4847 59110	56351 5034 61385	57929 5175 63104	59551 5320 64871
25	54263 4847 59110	55755 4981 60735	57929 5175 63104	59551 5320 64871	61219 5469 66687
26	55755 4981 60735	57288 5118 62406	59551 5320 64871	61219 5469 66687	62933 5622 68555
27	57288 5118 62406	58864 5258 64122	61219 5469 66687	62933 5622 68555	64695 5779 70474

10.1 2009-2010 Salary Schedule

The current Step being paid represents years of completed service plus one more year for current year of service.

The step amount represents base amount being paid. The TRS amount being paid by the district on the teacher's behalf is listed under the base amount, and the Creditable Earnings is a combination of the two which is listed in **bold print** under the TRS amount.

<u>STEP*</u>	<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>
1	29656	30471	31309	32186	33087	34014
8.8% (of 9.4%) Board-paid TRS Creditable Earnings						
	2861	2940	3021	3106	3193	3282
	32517	33411	34330	35291	36280	37296
2	30471	31309	32170	33087	34014	34966
	2940	3021	3104	3193	3282	3374
	33411	34330	35274	36280	37296	38340
3	31309	32170	33054	34014	34966	35945
	3021	3104	3189	3282	3374	3468
	34330	35274	36244	37296	38340	39413
4	32170	33054	33963	34966	35945	36951
	3104	3189	3277	3374	3468	3565
	35274	36244	37240	38340	39413	40516
5	33054	33963	34897	35945	36951	37986
	3189	3277	3367	3468	3565	3665
	36244	37240	38264	39413	40516	41651
6	33963	34897	35857	36951	37986	39049
	3277	3367	3460	3565	3665	3768
	37240	38264	39317	40516	41651	42817
7	34897	35857	36843	37986	39049	40142
	3367	3460	3555	3665	3768	3873
	38264	39317	40398	41651	42817	44015
8	34897	35857	36843	37986	39049	40142
	3367	3460	3555	3665	3768	3873
	38264	39317	40398	41651	42817	44015
9	34897	35857	36843	37986	39049	40142
	3367	3460	3555	3665	3768	3873
	38264	39317	40398	41651	42817	44015
10	35857	36843	37856	39049	40142	41266
	3460	3555	3653	3768	3873	3982
	39317	40398	41509	42817	44015	45247
11	36843	37856	38898	40142	41266	42421
	3555	3653	3753	3873	3982	4093
	40398	41509	42651	44015	45247	46514
12	37856	38898	39967	41266	42421	43609
	3653	3753	3856	3982	4093	4208
	41509	42651	43824	45247	46514	47816
13	38898	39967	41067	42421	43609	44830
	3753	3856	3963	4093	4208	4326
	42651	43824	45029	46514	47816	49155
14	39967	41067	42196	43609	44830	46085
	3856	3963	4071	4208	4326	4447
	43824	45029	46267	47816	49155	50531
15	41067	42196	43356	44830	46085	47375
	3963	4071	4183	4326	4447	4571
	45029	46267	47540	49155	50531	51946

16	43356	44549	46085	47375	48701
	4183	4299	4447	4571	4699
17	47540	48848	50531	51946	53400
	44549	45774	47375	48701	50064
18	4299	4417	4571	4699	4831
	48848	50191	51946	53400	54895
19	45774	47034	48701	50064	51466
	4417	4538	4699	4831	4966
20	50191	51572	53400	54895	56432
	47034	48327	50064	51466	52908
21	4538	4663	4831	4966	5405
	51572	52990	54895	56432	58013
22	48327	49656	51466	52908	54389
	4663	4791	4966	5405	5248
23	52990	54447	56432	58013	59637
	49656	51021	52908	54389	55912
24	4791	4923	5405	5248	5395
	54447	55944	58013	59637	61307
25	51021	52425	54389	55912	57478
	4923	5058	5248	5395	5546
26	55944	57483	59637	61307	63024
	52425	53866	55912	57478	59088
27	5058	5198	5395	5546	5701
	57483	59064	61307	63024	64789
28	53866	55348	57478	59088	60742
	5198	5341	5546	5701	5861
29	59064	60688	63024	64789	66603
	55348	56870	59088	60742	62443
30	5341	5487	5701	5861	6025
	60688	62357	64789	66603	68468
31	56870	58434	60742	62443	64192
	5487	5638	5861	6025	6194
32	62357	64072	66603	68468	70385
	58434	60041	62443	64192	65989
33	5638	5793	6025	6194	6367
	64072	65834	68468	70385	72356

10.1 2010-2011 Salary Schedule

The current Step being paid represents years of completed service plus one more year for current year of service.

The step amount represents base amount being paid. The TRS amount being paid by the district on the teacher's behalf is listed under the base amount, and the Creditable Earnings is a combination of the two which is listed in **bold print** under the TRS amount.

<u>STEP*</u>	<u>BS</u>	<u>BS+10</u>	<u>BS+20</u>	<u>MS</u>	<u>MS+15</u>	<u>MS+30</u>
1	30249	31081	31935	32830	33749	34694
9.4% (of 9.4%) Board-paid TRS Creditable Earnings						
	3138	3225	3313	3406	3502	3600
	33387	34305	35248	33236	37250	38294
2	31081	31935	32813	33749	34694	35665
	3225	3313	3404	3502	3600	3700
	34305	35248	36218	37250	38294	39366
3	31935	32813	33715	34694	35665	36664
	3313	3404	3498	3600	3700	3804
	35248	36218	37213	38294	39366	40468
4	32813	33715	34642	35665	36664	37690
	3404	3498	3594	3700	3804	3910
	36218	37213	38237	39366	40468	41600
5	33715	34642	35595	36664	37690	38745
	3498	3594	3693	3804	3910	4020
	37213	38237	39288	40468	41600	42765
6	34642	35595	36574	37690	38745	39830
	3594	3693	3795	3910	4020	4132
	38237	39288	40369	41600	42765	43962
7	35595	36574	37580	38745	39830	40945
	3693	3795	3899	4020	4132	4248
	39288	40369	41479	42765	43962	45193
8	36574	37580	38614	39830	40945	42091
	3795	3899	4006	4132	4248	4367
	40369	41479	42620	43962	45193	46458
9	36574	37580	38614	39830	40945	42091
	3795	3899	4006	4132	4248	4367
	40369	41479	42620	43962	45193	46458
10	36574	37580	38614	39830	40945	42091
	3795	3899	4006	4132	4248	4367
	40369	41479	42620	43962	45193	46458
11	37580	38614	39675	40945	42091	43270
	3899	4006	4116	4248	4367	4489
	41479	42620	43792	45193	46458	47759
12	38614	39675	40767	42091	43270	44481
	4006	4116	4230	4367	4489	4615
	42620	43792	44996	46458	47759	49096
13	39675	40767	41888	43270	44481	45726
	4116	4230	4346	4489	4615	4744
	43792	44996	46234	47759	49096	50471
14	40767	41888	43040	44481	45726	47085
	4230	4346	4465	4615	4744	4877
	44996	46234	47505	49096	50471	51883
15	41888	43040	44224	45726	47085	48322
	4346	4465	4588	4744	4877	5014
	46234	47505	48812	50471	51883	53336

16	44224	45440	47085	48322	49675
	4588	4715	4877	5014	5154
17	48812	50155	51883	53336	54829
	45440	46690	48322	49675	51065
18	4715	4844	5014	5154	5298
	50155	51534	53336	54829	56363
19	46690	47974	49675	51065	52495
	4844	4977	5154	5298	5447
20	51534	52952	54829	56363	57942
	47974	49293	51065	52495	53966
21	4977	5114	5298	5447	5599
	52952	54408	56363	57942	59565
22	49293	50649	52495	53966	55477
	5114	5255	5447	5599	5756
23	54408	55904	57942	59565	61233
	50649	52042	53966	55477	57031
24	5255	5399	5599	5756	5917
	55904	57441	59565	61233	62948
25	52042	53473	55477	57031	58627
	5399	5548	5756	5917	6083
26	57441	59021	61233	62948	64710
	53473	54943	57031	58627	60269
27	5548	5701	5917	6083	6253
	59021	60644	62948	64710	66523
28	54943	56455	58627	60269	61957
	5701	5857	6083	6253	6428
29	60644	62312	64710	66523	68385
	56455	58007	60269	61957	63692
30	5857	6018	6253	6428	6608
	62312	64026	66523	68385	70300
31	58007	59603	61957	63692	65475
	6018	6184	6428	6608	6793
32	64026	65787	68385	70300	72269
	59603	61242	63692	65475	67309
33	6184	6354	6608	6793	6983
	65787	67596	70300	72269	74292

10.2 Bachelor's Degree Column

The Bachelor's Degree column on the salary schedule shall extend only through the 13th step. This means that the salary of any teacher who has a Bachelor's Degree and less than ten semester hours beyond that degree shall not increase after the teacher has reached the 13th step.

10.3 Hourly Rate

10.3.1 District Sponsored Workshops and District Level Committee Work

District level sponsored inservice workshops and district level committee work which is designated by the Superintendent to be paid will be paid at the rate of \$24 per hour unless the teacher opts for authorized in-district salary credit. This provision is applicable only to work which occurs outside the normal school day or normal school year.

10.3.2 Driver Education and Saturday School

The Board will pay \$24 per hour for Driver Education and Saturday School Supervision outside of the normal school day or normal school year.

**ARTICLE XI
FAIR SHARE AGREEMENT**

Each bargaining unit member, 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 the Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association, including local, state, and national dues.

In the event that the bargaining unit member does not pay the fair share fee directly to the Association by September 30 of that school year, the Board shall deduct the fair share fee from the wages in equal payments starting on October 15 and concluding June 15 of that school year.

Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

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.

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 it by the Article.

The obligation to pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such bargaining unit member 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 collections of the entire fee, the Association will make payment on behalf of the bargaining unit member to a mutually agreeable non-religious, charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XII
EFFECTIVE DATE AND DURATION OF AGREEMENT

This agreement shall become effective August 23, 2007, and shall continue until August 22, 2011.

Signed July 9, 2007 by

Co-President, Olympia Education
Association

President, Board of Education
Olympia C.U.S.D. No. 16

Co-President, Olympia Education
Association

Secretary, Board of Education
Olympia C.U.S.D. No. 16

LETTER OF AGREEMENT BETWEEN

OLYMPIA EDUCATION ASSOCIATION
AND BOARD OF EDUCATION

COMMUNITY UNIT SCHOOL DISTRICT #16

EXTRA DUTY COMMITTEE

An extra duty committee is hereby established consisting of equal representation from the OEA and Board/Administration.

The committee shall not engage in collective bargaining but rather consensus-building. The work of the committee is to be collaborative in order to promote a wide range of views and opinions on the subject of an experience based compensation plan. The recommendations, if any, reported out by the committee will be provided to both the Board and the OEA. The Board and OEA will be free to use the recommendations in the formulation of their respective collective bargaining proposals for negotiations of amendments to the existing Collective Bargaining Agreement or successor agreement as the case may be.

Co-President, Olympia Education
Association

President, Board of Education
Olympia C.U.S.D. No. 16

Co-President, Olympia Education
Association

Secretary, Board of Education
Olympia C.U.S.D. No. 16

Date:_____

Date:_____

LETTER OF UNDERSTANDING
SECONDARY ADVISORY AND DUTY ASSIGNMENT

Beginning the 2007-2008 school year, the secondary teachers will be assigned a twenty-five (25) minute advisory period or twenty-five minutes of duty. This will replace the current fifteen (15) minute supervision during the forty-five (45) minute lunch period. Each teacher will continue to have a thirty (30) minute duty-free lunch. The assigned duty or duties equal to twenty-five (25) minutes may be assigned at any time during the teacher's workday. In addition, routine hallway supervision of students before, in between, and after classes will be expected of each teacher at the 6-12 level. The OHS Administration will collaborate with department chairs to monitor the advisory.

Co-President Olympia Education
Association

President, Board of Education
Olympia C.U.S.D. No. 16

Co-President Olympia Education
Association

Secretary, Board of Education
Olympia C.U.S.D. No. 16

Dated _____

Dated _____

MEMORANDUM OF UNDERSTANDING

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective, it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

Co-President Olympia Education
Association

President, Board of Education
Olympia C.U.S.D. No. 16

Co-President Olympia Education
Association

Secretary, Board of Education
Olympia C.U.S.D. No. 16

Dated _____

Dated _____