

# **AGREEMENT**

**BETWEEN THE**

**LA HARPE  
COMMUNITY SCHOOL  
DISTRICT #347**

**AND THE**

**LA HARPE EDUCATION  
ASSOCIATION**

**SEPTEMBER 1, 2007 - AUGUST 31, 2009**

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## **ARTICLE I - RECOGNITION**

- 1.1 The Board of Education of La Harpe Community School District #347, Hancock County, Illinois, hereinafter referred to as the "Board", hereby recognizes the La Harpe Education Association affiliated with the IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for collective bargaining for all full-time and part-time regularly employed certified teaching personnel, except substitutes, Superintendent and Principals and Assistant Principals and Dean of Students.
- 1.2 The Board agrees not to negotiate with any teachers' organization other than the Association nor any individual teacher for the duration of this Agreement.

## **ARTICLE II - NEGOTIATIONS**

### **2.1 Commencement of Negotiations and Ratification of Agreement**

Negotiations of a successor Agreement shall begin not later than April 15, of the final year of the Agreement. The tentatively agreed contract reached by the representatives of the Association and the representative of the Board shall be presented to the membership of the bargaining unit and the Board of Education for acceptance or rejection.

### **2.2 Mediation**

In the event either party determines the need for the assistance of a mediator, the parties shall jointly request a mediator be provided by the Federal Mediation and Conciliation Service.

### **2.3 Good Faith Bargaining**

The parties shall negotiate for any successor Agreement in good faith. Good Faith shall be defined as meeting at reasonable times and at reasonable places for the purpose of exchanging proposals and counter proposals to reach a collectively bargained Agreement.

## **ARTICLE III - ASSOCIATION RIGHTS**

### **3.1 Notice of Meetings**

The President of the Association shall receive a notice of each open regular or non-emergency special Board meeting by deposit of same in the teacher's mailbox twenty-four (24) hours in advance of such meeting. A copy of any agenda prepared for such meeting shall accompany the notice.

### **3.2 Pertinent Information**

A copy of all approved open session minutes shall be placed in the mailbox of the President of the Association not less than seven (7) days after the approval of such minutes by the Board. Cost of such copies shall be borne by the Board. The Board shall provide the Association with a copy of the annual audit after it has been accepted by the Board and a copy of the approved Budget. Cost of such copies shall be borne by the Board.

### **3.3 Association Notices and Use of Mail Boxes**

The Association shall have the right to post notices of concern to the Association on one bulletin board in each attendance center. The bulletin board will be located in the teachers' work room or wherever is appropriate. In addition, the Association shall be permitted to use faculty mail boxes for the purpose of mailing notices to members of the unit.

### **3.4 Association Use of District Room**

The Association may from time to time, request the use of a room in a District attendance center for the purpose of conducting a meeting of members of the bargaining unit provided the request is given to the building principal or designee 48 hours prior to the intended use. The use of the room shall not interfere with any curricular activities or extra-curricular activities of the district. The Association may be required to pay any costs assessed by the District for such use which assessment costs shall include an itemization of any actual costs.

### **3.5 Association Leave**

The Association President or the President's designee shall be permitted up to three (3) days per year as leave for the purpose of attending Association activities outside the District.

In order for the Association President or designee to receive Association Leave, the Association will reimburse the District any cost incurred due to the President's leave. Request for Association leave shall be made at least 24 hours in advance.

3.6 **Notice of New Teachers Hired**

The name and mailing address and tentative intended position of each newly hired full-time teacher and each newly hired part-time teacher regularly employed for the entire school year who begin work at the beginning of the school year shall be provided to the Association within ten (10) working days before the start of each school year. If a teacher is hired after the ten (10) day period, the Board will notify the Association as soon as possible.

3.7 **Dues Deduction**

The district shall deduct from the salary of any full-time or part-time teacher covered by this Agreement dues to any labor organization upon written request from the teacher. The Board shall remit to the LaHarpe Education Association treasurer dues withheld within ten (10) working days of withholding.

3.8 **Distribution of the Contract**

After ratification by both the Board and the Association, each member of the bargaining unit will be provided one (1) copy of this Agreement. A Table of Contents printed in lower and upper case will be provided for the Agreement between the La Harpe Education Association and the La Harpe CSD #347.

3.9 **Board Policy Manual**

A copy of the current board Policy Manual will be given to the Association President at no cost. Copies of changes to the board Policy Manual will be given to the Association President within thirty (30) days after final adoption by the Board of Education.

**ARTICLE IV - GRIEVANCE PROCEDURE**

4.1 **Scope**

A grievance shall be defined as a claim by a member of the bargaining unit, a group of members, or the Association of a violation of any provision of this Agreement.

## 4.2 **Procedures**

### A. Stage One:

The teacher shall attempt to resolve any potential grievance in an informal discussion with his or her attendance center principal within ten (10) work days from the time the employee became aware of the occurrence of the first event giving rise to the alleged violation of this Agreement.

### B. Stage Two:

If the grievance cannot be resolved at Stage One, the employee shall file a written statement of the grievance with his or her attendance center principal. Such written statement of grievance shall be filed within ten (10) work days from the receipt of the oral response of the attendance center principal and shall contain a statement of the factual basis of the grievance, the section or sections of the Agreement which are alleged to have been violated, and the remedy sought. The attendance center principal shall respond in writing within ten (10) work days of the receipt of the written grievance.

### C. Stage Three:

If the grievance is not resolved at Stage Two, the employee may appeal the decision of the attendance center principal in writing to the District Superintendent within ten (10) work days of receipt of the written decision of the attendance center principal. The District Superintendent shall schedule a conference to discuss the grievance within ten (10) days and shall respond in writing within ten (10) work days of the conference.

### D. Stage Four

If the grievance is not satisfactorily resolved at Stage Three, the Association shall submit to the Superintendent within twenty (20) work days a receipt of the answer in Step Three a written request on behalf of the grievant to enter into binding arbitration.

Arbitration proceedings shall be conducted by an arbitrator to be selected from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) work days after the Association requests binding arbitration, the two parties will request the America Arbitration Association provide a panel of seven (7) arbitrators. Each of the two

parties will alternatively strike one name at a time from the panel until one name shall remain. Expenses for the arbitrator's services will be borne equally by the District and the Association.

The arbitrator's decision shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this Agreement.

The Board acknowledges the right of the teacher to request the Association's grievance representative to be present at any level of the grievance procedure.

4.3 **Bypass**

The Association and the Board may mutually agree to by pass any stage of the procedure.

4.4 **Grievance Withdrawal**

A Grievance may be withdrawn at any level before Stage Four without setting a precedent.

4.5 **Work Days**

Work days shall be defined as Mondays through Fridays, except holidays.

4.6 **Class Grievances**

A grievance involving more than one teacher, more than one supervisor, or an administrator's decision above the building level may be initially filed by the Association at stage 3 of the grievance procedure.

**ARTICLE V - NO STRIKE**

5.1 **No Strike**

During the term of this Agreement, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any recognition of any picket line at the School District 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.

In the event of any violations of any provisions of this Article by the Association, its members or representatives, the Association shall upon notice from the Board immediately direct members of the Association both orally and in writing to resume normal operations immediately and take every other reasonable effort to end any violations.

## **ARTICLE VI - WORKING CONDITIONS**

### **6.1 Lunch Period**

Every teacher whose duties require attendance at the school for 4 or more clock hours in any school day shall be entitled to and be granted a duty-free lunch period not less than thirty consecutive minutes in length.

### **6.2 School Calendar**

The Board shall solicit input from the Association concerning beginning and ending dates of school, use of remaining discretionary emergency days, institute and in-service days, and duration of Christmas and Easter Holidays. Such input shall be advisory and the final decision concerning adoption or change in the Calendar rests with the Board of Education.

### **6.3 Planning Time**

Full-time junior high and high school teachers shall have a daily planning period each day equivalent to the length of a student period.

Each full-time elementary school teacher (grades Kindergarten - Fifth) shall average one hundred and fifty minutes (150) of preparation time per week.

The above provisions apply to a full school week of five (5) consecutive days Monday through Friday. On days of early dismissal the above provisions are inapplicable.

### **6.4 After School Study Hall**

For those teachers who volunteer to supervise the after school remedial study hall created to assist those students at risk of failure, the District shall pay Twenty and 00/100 Dollars (\$20.00) per session.

6.5 **Payment for Preparation Period**

For those teachers required to teach during their preparation period, the District shall pay Twenty and 00/100 Dollars (\$20.00) for a preparation period thirty (30) minutes and over and Ten and 00/100 Dollars (\$10.00 for a preparation period less than thirty (30) minutes.

6.6 **Ticket Takers, Timers, Scorers and Moderators**

Teachers who take tickets, time, score, or moderate any athletic or non-athletic event shall be compensated at a rate of Twenty and 00/100 Dollars (\$20.00) for each regularly scheduled event(s).

6.7 **Concession Stand Supervision**

Teachers who supervise the concession stand at an event (unless they are compensated by a sponsorship of a class or organization), shall be compensated at the rate of Twenty and 00/100 Dollars (\$20.00) per event.

6.8 **Athletic Coordinator Duties**

- A. Schedule all athletic activities including conference and non-conference games and tournaments for Junior High Baseball, Junior High Boys and Girls Basketball, Junior High Volleyball, Junior High Track and other activities that may be started.
- B. Schedule all officials needed to work the athletic activities noted in #1 above.
  - 1. Handle all aspects of contracting and coordinating, fill out the contracts, and develop a schedule for the following:  
  
Floor officials (referees, umpires, etc.), Bench officials and volunteers (timers, scorers, ticket takers, etc.) and request checks to pay officials.
- C. Supply Central Office transportation information including information and send to opposing schools.
- D. Prepare, with Principal's help, eligibility list and program information and send to opposing schools.

- E. The Athletic Coordinator shall have two (2) periods equivalent to Junior/High School regular class period during the day for the portion of his/her assignment. The allowed time for performance of these duties shall not be taken from their planning period or lunch period.

## **ARTICLE VII - TEACHER RIGHTS**

### **7.1 Right to Organize**

The teachers shall have the right to join the Association and the association shall have the right to engage in collective bargaining.

### **7.2 Appearance before Board of Education**

Each teacher covered by this Agreement shall be entitled to be accompanied by a representative of the Association whenever the teacher is required to appear before the Board of Education regarding any accusation or charge which may adversely affect the teacher's continued employment by the District.

### **7.3 Notice of Tentative Assignment**

Each teacher shall be given a notice of any intended change in tentative assignment by July 15th of each school year.

However, in the event the District makes a change in assignment after the tentative assignment notice is given, the District shall promptly notify the teacher of such change. Any teacher whose tentative assignment has been changed shall have the right to confer with the Superintendent. If the change in tentative assignment is unacceptable to the teacher, the teacher shall be allowed to resign without prejudice.

### **7.4 Evaluations**

- A. Non-tenured teachers shall be evaluated at least one time per year.
- B. Tenured teachers shall be evaluated at least once every other year.
- C. At least one formal observation of classroom performance will be announced prior to such observance. Prior to the announced formal observation, the teacher and evaluator shall meet in a pre-conference. Any other written formal evaluations will not necessarily be preceded or followed by a pre-conference or post-conference, other than the one formal observation/evaluation. Any other visitation(s) may be with or without advance notice.

- D. A post-visitation conference shall be held within ten (10) school days after the formal observation, the evaluator shall present a written copy of his observation(s) to the teacher with suggestions for improvement. The teacher will be given an opportunity to attach comments to the report in writing. These reports shall have the signature of the evaluator involved and the teacher involved is requested to also affix his/her signature.
- E. Informal observations may be conducted without a pre- or post conference. However, a copy of such informal observations/evaluation shall be given the teacher.

#### 7.5 **Personnel File**

- A. Each full-time and part-time employee covered by this Agreement shall have the right to examine in the presence of the Superintendent, or his/her designee, his/her personnel file exclusive of pre-employment recommendations upon first having given at least three (3) work days notice of such request to examine.
- B. A copy of the employee's personnel file excluding pre-employment materials shall be provided to an employee free of charge, upon request. This shall be limited to one (1) copy per employee per school year. If additional copies are requested, the employee shall pay the per page cost as established by the Board for reproduction purposes.
- C. Each employee may place written comments in his/her personnel file.

#### 7.6 **Vacancies**

A "vacancy" shall be defined as a position in the bargaining unit which the board of Education has elected to maintain due to resignation, retirement, death, termination, creation of new position(s) and position(s) that might result after all involuntary or voluntary transfers have occurred and have been approved by the Board. The term "vacancy" shall not apply to any temporary position or a substitute position where a leave of absence has been granted.

The Board shall post notices of vacancies and provide a copy during the same day of the notice of the Association President.

## **ARTICLE VIII - SENIORITY**

### **8.1 District Seniority**

"Seniority" is the length of full time service within the bargaining unit. Said service shall be computed from the first day of current uninterrupted employment within the District. The "first day" shall be defined as the day upon which duties are first performed. The parties agree that seniority rights of teachers begin upon earning tenure in the District. When computing the length of service, a tenured teacher who works ninety (90) or more days in one school year shall be credited with one full year of service. A tenured teacher who works eighty-nine (90) days or less in one school year shall be credited with no years of service.

8.1.2 Seniority is lost upon the following:

- A. Resignation
- B. Dismissal
- C. Retirement

8.1.3 Seniority is retained but shall not accrue during the following:

- A. Unpaid leave of absence (computed as above)
- B. Recall period (not to exceed two calendar years)

8.1.4 Seniority continues to accrue during the following:

- A. Paid leave of absence
- B. Temporary disability as determined by the Illinois teachers Retirement System.

8.1.5 Tie Breakers - in the event District seniority is equal between employees, the following procedures are to be utilized as a tie breaker:

- A. Previous public school teaching experience credit inside and outside the District which is allowed for credit on the salary schedule.
- B. Education beyond the Bachelor's degree which is allowed as credit on the salary schedule.
- C. Any further ties shall be determined by drawing lots.

## **ARTICLE IX - LEAVES**

### **9.1 Sick Leave**

Each full-time teacher covered by this Agreement shall be granted twelve (12) sick days per year which may accumulate to three-hundred and fifty (350) days. Sick leave shall be used for personal illness or illness in the teacher's immediate family or household. For the purpose of this section, immediate family shall be defined as the teacher's spouse, parent, child, mother-in-law, father-in-law, legal guardian, grandparents, brother-in-law, sister-in-law, brothers, or sisters.

### **9.2 Part-Time Teacher Sick Leave**

- A. Each teacher contracted to work for a full school year but less than a full school day shall receive twelve (12) sick days per year equivalent to the teacher's assigned work day. Such days shall accumulate from year-to-year up to the three-hundred and fifty (350) days. (based on the teacher's equivalent assignment). For example, a teacher who is employed 50% of the regular work day could accumulate three hundred and fifty (350) one half days of sick leave. Sick leave days granted to part-time teachers shall be used for personal illness in the same manner as sick leave for full-time teachers.
- B. In the event a tenured teacher works as a part-time teacher for a full school year, such teacher may add sick days earned under this section to the teacher's accumulation of sick days.
- C. The District shall report to the Teacher's Retirement System the sick days earned by part-time teachers but not used due to illness.

### **9.3 Sick Leave Bank**

#### **A. Purpose of the Bank**

The intent of this Sick Leave Bank is to provide extended sick leave benefits to those members who personally incur a period of extended illness, injury or hospitalization. Short term illnesses are not subject to the use of the following Sick Leave Bank provisions.

#### **B. Eligibility and Membership**

- 1. All full-time certificated teachers and administrators of District #335 are eligible for membership in the Sick Leave Bank. A full-time

tenured member whose employment status is changed to less than full time will remain eligible and, thereafter, each sick leave day contributed to, or used from the bank will be equivalent to that member's assigned work day.

2. Except for those employees hired after the first day of the school year, each September 5th will be the last day to join the bank. Those employed during the school year and eligible for membership will have two weeks from the first day of continuous on-the-job employment to join the bank. All newly employed employees shall be provided a Sick Leave Bank enrollment form from the Central Office by the first day of their continuous employment.
3. Membership is automatically renewed each year unless a member submits a written notice of cancellation to the Central Office by September 15th of the school year in which cancellation is desired.

C. Operation of the Bank

1. Two (2) sick leave days (non-refundable) are donated to the bank by each member at the beginning of the first year of membership. The member will have the two days deducted from his/her personally accumulated sick leave on the day he/she joins the bank.
2. The maximum number of days in the Bank shall not exceed one hundred eighty (180) days.
3. In no case shall the Bank provide more than twenty-five (25) days for the benefit of one member per school year and no more than one hundred (100) days during the teacher's employment in the La Harpe CUSD #335.
4. If the number of available days in the bank falls below fifty (50) days, then each current member will have one (1) day (non-refundable) deducted from his/her personally accumulated sick leave and these days added to the bank.

D. How to Use the Bank

1. A member will be eligible for Sick Leave Bank benefits after using up all personally accumulated sick leave, and making a written application to the committee for withdrawal of days from the bank.

2. A member or designated representative of the member shall contact the governing committee, in writing, five (5) days prior to the need to draw upon the bank.
3. The Application shall state the reason for the inability to return to work along with a physician's statement specifying the nature of the employee's illness. The application shall also state the number of days to be used from the bank.

E. Governing Committee

1. Two teachers, elected by all member teacher's, and two administrators, appointed by the Board, shall act as the governing Committee in all matters that concern policies of use of the Sick Leave Bank.
2. Before granting the request, the committee must elicit affirmative answers to the following:
  - a. Is the employee listed as a current member of the bank?
  - b. Has the employee exhausted his/her personally accumulated sick leave?
  - c. Is the absence from work due to a catastrophic illness?  
(This program would not be used for short-term illness.)

F. Repayment

Members who must use days from the bank will not be required to repay days to the bank.

G. Termination of the Bank

1. The Sick Leave Bank may be terminated by two-thirds (66%) vote of the current membership.
2. If the Sick Leave Bank is terminated, those days remaining in the bank will be transferred equally to each member's personally accumulated sick leave.

H. Calculations for TRS Purposes

1. During a teacher's last four school years immediately proceeding the teacher's retirement, any sick days acquired from the sick bank



must be used by the teacher prior to the teacher's retirement date. No sick days acquired from the sick bank during a teacher's last four school years immediately preceding the teacher's retirement shall be used to acquire service credit for the teacher from TRS. If on the date prior to a teacher's retirement date a teacher has any sick days acquired from the sick bank during a teacher's last four school years immediately preceding the teacher's retirement, these sick days acquired from the sick bank shall be forfeited on the day prior to the teacher's retirement date, and the teacher shall receive no service credit for these forfeited sick days or any bonus or retirement incentive provided by this contract for the forfeited sick days.

2. A retiring teacher who has donated days to the sick bank but who has never applied nor used days from the bank will have his/her donated days withdrawn from the sick bank and reported as part of his/her accumulated sick days to TRS.

#### 9.4 **Retirement Award**

##### Option A

Full-time teaching personnel who have at least ten (10) years of teaching experience in the La Harpe C.U.S.D. #335 and/or La Harpe C.S.D. #347 may have their total TRS reportable creditable earnings increased by 6% in each of their last four years of employment as a retirement bonus.

In order for the teacher to qualify for the retirement award, the following conditions that must be met are:

- A. The teacher must be at least fifty-five (55) years of age (as per provisions of the Illinois Teacher Retirement System) and have at least thirty-five (35) years of creditable service with the Illinois Teacher Retirement System at the time of his/her retirement.
- B. The teacher must submit a request to the Superintendent for the retirement incentive along with an irrevocable letter of resignation. This notification must be provided to the Superintendent either four years, three years, two years, or one year prior to March 1<sup>st</sup> of the school year prior to his/her final year(s) of service.

An eligible teacher who has provided the Superintendent with the appropriate notification will be paid a salary increase in each of his/her last year(s) of service equal to six percent (6%) of the amount otherwise due and owing to the teacher above the previous year's total TRS creditable earnings, inclusive of step and lane movement, for a maximum of four (4) years prior to retirement, as the case may be. To be eligible for continued payment for extracurricular activities or stipends during this period, the teacher must continue to work such activity or stipend.

The retirement award payment referenced herein is offered only as an incentive or bonus for retirement and does not represent compensation for services rendered by the retiring teacher during his or her tenure with the district.

#### Option B

Full-time teaching personnel who will not incur an ERO penalty upon retirement, but who are ineligible to retire under Option A shall receive an incentive equal to \$250 per year for each year of service in the La Harpe C.U.S.D. #335 and/or La Harpe C.S.D. #347.

In order for the teacher to qualify for the retirement award, the following conditions that must be met are:

- A. The teacher must not incur an ERO penalty (as per provisions of the Illinois Teacher Retirement System) at the time of his/her retirement.
- B. The teacher must submit a request to the Superintendent for the retirement bonus along with a letter of irrevocable resignation prior to March 1<sup>st</sup> of the school year prior to his/her retirement year.
- C. In no instance will the retiring teacher draw a bonus from this pool of money that would increase his/her total TRS reportable creditable earnings greater than 6% of his/her previous year's total reportable earnings.
- D. If the retiring teacher has money remaining in his/her retirement award pool upon retirement, he/she will receive the full remaining amount in a post-retirement check that will be provided to the retiring teacher on the September 1<sup>st</sup> immediately following his/her last regular paycheck or last day of employment.

The retirement award payment referenced herein is offered only as an incentive or bonus for retirement and does not represent compensation for services rendered by the retiring teacher during his or her tenure with the district.

## Rescinding Notice of Intent to Retire

If a teacher or teacher's spouse suffers an injury or illness after giving notice of intent to retire, the teacher may rescind the notice of intent to retire and the irrevocable letter of resignation. The teacher may apply to the Board of education to rescind a letter of resignation under this section for other reasons, which the Board may grant in its discretion. If a teacher must rescind his/her letter of resignation due to circumstance beyond his/her control, he/she may not apply for the retirement incentive for two school years and at that time must meet all qualifications and parameters of the retirement incentive.

### 9.5 **Bereavement Leave**

Each teacher shall be granted without loss of pay or reduction of sick days, four (4) days leave each year which shall not be cumulative from year to year for the use of the teacher in the event of a death in the teacher's immediate family. Immediate family shall be defined in the same manner as for sick leave as provided in this Agreement. The Superintendent may grant bereavement leave for other than members of the immediate family. The use of bereavement leave for other than the immediate family shall be deducted from an employee's accumulated sick leave.

### 9.6 **Personal Leave**

Each full-time teacher covered by this Agreement shall receive two (2) personal leave days per year which shall not accumulate from year to year. Unused days shall be transferred to the teacher's accumulated sick leave.

No such leave shall be granted on a parent/teacher conference day. Personal leave shall be granted immediately before or after a legal state or national holiday, when school is not in session, provided the teacher requests the personal leave at least ten (10) teacher's working days in advance of the intended leave date. Only one day of personal leave may be used by the teacher before or after a legal holiday. No more than three (3) teachers shall be absent from the District on any one day. Request for such leave (other than before or after a holiday) shall be made not less than twenty-four hours prior to the day of the leave. Half days shall be granted if requested.

## 9.7 **Professional Leave**

1. Each teacher may have one (1) professional leave day per year. However, the one day restriction may be waived by the Superintendent of Schools at his/her discretion. The Superintendent retains the final authority to accept or reject any or all use of professional leave days. Professional leave shall be granted for only the following.
  - A. To attend a conference, workshop, or seminar related to the teacher's field.
  - B. To visit other schools, view other instructional techniques or programs, view new classroom or teaching related equipment or to observe exemplary programs related to the teacher's field.
  - C. If the Superintendent requires a teacher to be present at a conference as defined in A or B, the assigned days(s) shall not be counted as part of each teacher's professional leave.
2. Requests for a professional leave day shall be submitted in writing to the Superintendent at least five (5) working days prior to the requested leave.
3. No more than two (2) employees per District may use professional leave on the same day. However, the Superintendent may waive this restriction.
4. If the Superintendent approves such leaves, the District shall reimburse the teacher the cost of registration fees, up to \$25.00 per day for meals, and the current IRS mileage rate, as of September 1 of the current school year. If the conference necessitates an overnight stay, the Superintendent may approve motel fees. The District retains the prerogative to determine the number of vehicles to be used for professional leave.

## 9.8 **Unpaid Leave of Absence**

Leave of absence may be granted without pay to tenured teachers within the District who desire to return to employment in a similar capacity upon termination of said leave. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. In no case shall the leave of absence without pay exceed one year. Dates of the departure and expected return must be mutually acceptable between the teacher and the

Superintendent/Board of Education and determined prior to initiating the request. Leaves of absence without pay may be granted according to the following conditions:

1. Leaves of Absence of less than one month, if acceptable to and approved by the administration, will not require Board approval. If not approved by the administration, the teacher shall have the right to seek Board approval.
2. Leaves of absence greater than one month in length, shall require Board approval.
3. Leaves may be granted for (1) advanced study leading to a degree at an approved university; (2) educationally related travel, if the applicant provides an itinerary and an explanation of how such travel will improve the educational program; (2) extended child care; (4) military; (5) other reasons acceptable to the Board.
4. Teachers on such leave may continue insurance benefits if they reimburse the District for any pro-rata costs of premiums for which they apply.
5. Such leave shall not be credited towards advancement on the salary schedule unless the employee works more than ninety (90) days in the school year.
6. The grant or denial of such leave shall not constitute a precedent for future leave requests.

#### 9.9 **Statement of Status of Leave**

Each teacher shall be given a written statement of sick leave accumulated to date in September of each school year.

#### 9.10 **Accumulated Sick Leave Options**

##### A. Option A

By June 1st, one year prior to a teacher's final school year of employment, and the teacher needs additional sick leave to qualify for two (2) years of TRS service credit, the Board shall grant such days up to a maximum of one-hundred seventy (170) days to the teacher's current accumulated sick leave in accordance with TRS regulations.

B. Option B

By June 1st of a teacher's final school year of employment and the teacher needs additional sick leave to qualify for the one (1) year of TRS service credit, the Board shall grant such days up to a maximum of eighty (80) days to the teacher's current accumulated sick leave in accordance with TRS regulations.

## **ARTICLE X - COMPENSATION**

### 10.1 **Salary Schedule**

- A. Appendix A: Teacher Salary Schedule
  - 1. 2007-2008 Salary Schedule  
(1.5% raise to base plus step and lane movement)
  - 2. 2008-2009 Salary Schedule  
(1.5% raise to base plus step and lane movement)
- B. Appendix B: Extra Curricular Schedules
- C. Longevity: \$850

### 10.2 **Sheltered Retirement**

Letter A (Net Salary) of the Salary Schedules (See Appendix A) denotes the amount reported by the District to the Internal Revenue Service.

Letter B is the amount of contribution paid on behalf of the individual teacher by the Board to the Illinois Teacher Retirement System.

Letter C (Gross Salary) of the Salary Schedule denotes the amount reported by the District to the Illinois Teacher Retirement System.

The Board will shelter 9.4% from the teacher's gross salary (Letter C) per state law for teacher retirement.

### 10.3 **Payment of Teacher Health Insurance Security Fund**

The Board will pay on the members behalf the current percentage of the Teacher's Health Insurance Security Fund for all eligible teachers.

#### 10.4 **Insurance**

The Board will pay the cost of the present insurance package for the individual teacher.

#### 10.5 **Course Work**

The Board will pay up to the current Western Illinois University tuition rate per semester hour for approved course work taken and completed. Reimbursement at the above rate will begin for courses taken beginning the fall semester of the 2007-2008 school year. Courses must have the Superintendent's approval and earn a grade of "A" or "B" or receive a "Pass" in the event such courses are only evaluated on a Pass/Fail basis.

Reimbursement shall not be provided for coursework that is covered by tuition waivers.

General Approval Criteria:

1. Through an accredited (accepted by ISBE for teacher certification or accepted by an ISBE approved teacher education program) university or college.
2. Any course towards an advanced degree an additional teaching endorsement, recertification, or to improve your teaching skills in your current teaching assignment.

#### 10.6 **Extension of Contract**

Teachers required by the Board to work beyond the regular school year (See school calendar) will have their salary increased by five percent (5%) for every ten (10) days worked.

#### 10.7 **Tax Sheltered Annuities**

The Board shall provide an opportunity for employees to enroll in a tax-sheltered annuity program administered by the School District. A committee consisting of the Superintendent and two teachers designated by the teachers union will oversee the selection of which financial investment vendors will be permitted to participate in the School District's tax-sheltered annuity program. Employees who wish to join or alter their participation in the tax-sheltered annuity program will be permitted to do so by notifying the District's Business Office prior to the 20th day of the calendar month so that their enrollment or alteration will become effective beginning with the first payroll period in the following month.

Participation in such program is voluntary and District has no financial obligations related to an employee's participation in the program. Employees will only be able to enroll with financial investment vendors approved by the School District, as selected by the committee established by this provision.

## **ARTICLE XI - TECHNICAL CLAUSES**

### **11.1 Complete Understanding**

This Agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

### **11.2 Individual Contracts**

The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of members of the bargaining unit.

### **11.3 Waiver of Additional Bargaining**

The parties acknowledge that during the course of the negotiations which resulted in this Agreement each had the right to make demands, proposals, and counter proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not referred to or covered by this Agreement.

### **11.4 Supersedes Prior Agreements**

This Agreement supersedes and nullifies all previous written Agreements between the Board and the Association.

### **11.5 Validity**

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



11.6 **Duration**

This Agreement shall become effective on the 1st day of September, 2007 and continue until the 31st day of August 2009.

11.7 **Retro-Pay**

All retro pay from July 1, 2007 until the implementation of this contract shall be paid in a lump sum payment no later than two pay periods following the ratification of this agreement.

For the La Harpe Education Association  
Affiliated with the IEA/NEA

For the Board of Education of the  
La Harpe Community School  
District #347, Hancock County, IL

\_\_\_\_\_  
President

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President

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Secretary

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Vice-President