2006-2008
SCHOOL YEARS

AGREEMENT/CONTRACT
BETWEEN
MASSAC COUNTY COMMUNITY UNIT SCHOOL DISTRICT NO. 1
AND
MASSAC COUNTY EDUCATION ASSOCIATION

RATIFIED
August, 2005

EXTENSION
2008-2009

RATIFIED
May, 2007

EXTENSION
2009-2010

RATIFIED
May, 2009

EXTENSION
2010-2011

RATIFIED
May, 2010

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ARTICLE I
RECOGNITION AND DEFINITIONS

1.1 RecognitIon

The Board of Education of the Massac County Unit School District 1 Massac County, Illinois, hereinafter referred to as the "Board", hereby recognizes the Massac County Education Association, hereinafter referred to as the "Association," affiliated with the Illinois Education Association and the National Education Association, as the sole and exclusive bargaining agent for all certified employees paid on the salary schedule and all regularly employed full-time and part-time non-professional employees. Excluded are managerial, supervisory, confidential, and short-term employees as defined by the Illinois Education Labor Relations Board.

1.2 Definitions

1. Terms: The term "Bargaining Unit Member" or "Employee" shall refer to all employees included the Recognition Article 1.1.

A) The terms "Certified Employee" or "Teacher" shall refer to all employees holding a certified teachers' certificate, represented by the Association, and paid on the salary schedule.

B) The term "ESP or Education Support Personnel" shall refer to all Bargaining Unit Members exclusive of teachers.

C) The following categories of positions may be referred hereinafter in this Agreement as follows:

- Aides
- Custodians and Maintenance
- Food Services
- Health and Social Services
- Secretaries

D) Excluded employees by reason of managerial, supervisory, or confidential job requirements

Superintendent
Assistant Superintendent
High School Assistant Principal
District Payroll Clerk
District Accounts Payable Receivable Clerk
Attendance Clerk
Principals
Food Service Coordinator
Superintendent's Secretary
District Treasurer

E) Head cooks and maintenance positions have some leadership responsibilities as detailed in their job descriptions but will be a part of the association.

2. Substitute: An individual who is employed to fill a full or part-time position on a per diem basis while the Bargaining Unit Member is absent or on approved leave.

3. Days: The term "days" when used in this agreement shall, except where otherwise indicated, mean working days.

ARTICLE 2
NEGOTIATIONS PROCEDURES

2.1 Successor Agreement

Negotiations for successor agreement shall begin on or before May 1, 2011.

2.2 Released Time

When negotiations are conducted during regular work hours, released time shall be provided for the Association's negotiating committee members with no loss of benefits.

2.3 Request for Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be helpful.

2.4 Amendments to Agreement

The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified, and signed by the parties and become an amendment to this contract.

ARTICLE 3
GRIEVANCE PROCEDURE

3.1 Purpose

The purpose of this grievance procedure is to establish and promote an equitable and expeditious means of resolving Employee dissatisfaction over conditions of employment contained herein.

3.2 Definitions

A grievance shall be any claim by the Association that the rights, as defined by this agreement, of an employee have been denied or impaired.

3.3 Procedures

Step 1: The parties agree that an Employee and Supervisor/Board should attempt to resolve problems through free and informal communications and that every effort will be made to arrive at a solution in this manner.

Step 2: If the grievance is not resolved in Step 1, the grievant, with the help of the Association, may present the grievance in writing to the immediately involved supervisor. Upon presentation of the grievance, the action being grieved will be suspended until the grievance is resolved. The supervisor will arrange for a meeting to take place within (5) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within four (4) days of the meeting, the grievant and the Association shall be provided with the supervisor' s written response, including the reasons for the decision.

Step 3: If the grievance is not resolved at Step 2, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step 2 answer. The superintendent shall arrange, with the Association representative, for a meeting to take place within five (5) days of the superintendent's receipt of appeal. Within six (6) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.

Step 4: If the grievance is not resolved in Step 3, then the Association may request a hearing of the full Board. The Board shall schedule the hearing within ten (10) days of the Superintendent's decision.

Step 5: If the Association is not satisfied with the disposition of the grievance at Step 4, the Association may submit the grievance to arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step 4 answer, the grievance shall be deemed withdrawn. If the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings according to the Streamlined Labor Arbitration Rules.

3.4 Bypass

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

3.5 No Reprisals Clause

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

3.6 Released Time

Should the processing of any grievance require that an Employee and/or an Association Representative be released from their regular assignment, they shall be released without loss of pay or benefits.

3.7 Filing of Materials

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

3.8 Grievance Withdrawal

A grievance may be withdrawn at any level at any time. A withdrawal shall be set forth in writing and delivered to employer.

3.9 No Written Response

If no written response has been rendered by the indicated party, within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

3.10 Costs

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

3.11 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

3.12 Settlement

By mutual agreement, a grievance may be settled by any step without establishing precedence.

3.13 Termination of Contract

At no time shall a grievance be terminated due to the expiration of this contract. All time limits consist of school days. Exception: when a grievance is submitted fewer than ten (10) days before the close of the current school year, then time limits shall consist of all calendar days.

ARTICLE 4
ASSOCIATION RIGHTS

4.1 Bulletin Boards

The Board agrees that a bulletin board shall be provided for the exclusive use of the Association in each building.

4.2 Mailboxes and Inter-School Mail

Employee mailboxes and the Inter-school mail shall be available to the Association for Association business. The Association may use the school buildings if such use does not interfere with the educational program.

4.3 Terms and Conditions

The Board and the Association agree that they will abide by the terms and conditions of this Agreement and that it shall be applied consistent with the expressed language.

4.4 Board Policy

A copy of the Board policy manual will be available in each building.

1. Before the Board changes any existing policies a copy of the proposed changes will be sent to the Association President.

2. The Board will abide by the policy regarding employees except if it conflicts with this Agreement.

4.5 Financial Reports

The Association shall be furnished, as soon as available, all regularly and routinely prepared information concerning the financial condition of the school district at no cost to the Association. This information shall include, but not be limited to the Budget and Audit, ISBE-50-35 and the Financial Annual Report, ISBE-50-36 of the current year. All such information shall be mailed to the Association President. The Association shall be furnished all information necessary for the processing of grievances.

4.6 Association Leaves

The Association shall be granted up to 24 days per year without loss of pay or benefits to be used for the conduct of Association business. Written notification of the use of such leave shall be given by the Association's President to the District's Superintendent at least five (5) days in advance. The Association shall reimburse the District at the current rate of pay for a substitute that is paid by the District, for any days in excess of fifteen (15) days and only when a substitute is used.

4.7 Payroll Deductions

1. Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or the Superintendent's designee. Such authorization shall remain effective from year to year unless tire Employee cancels such authorization by notice

in writing to the Superintendent and the Association President prior to September 1st of any school year, to be effective for such year.

2. The Board shall remit said deducted dues to the local Association treasurer within five calendar (5) days following the pay period deduction.

4.8 School Calendar

1. The Calendar Committee, appointed by the Association and in conjunction with the Superintendent shall prepare two (2) school calendars. These two calendars shall be voted on by the Association. The calendar with the majority votes shall be presented to the Board for its consideration.

2. Unused emergency days will not be workdays for all certified and non-certified except 12 month employees.

4.9 Association Matters and Board Agenda

1. The Board shall place on the agenda of each regular Board Meeting, as the first item for consideration under "New Business", any matters brought to its attention for its consideration by the Association. Any matters to be discussed by the Association must be received by the Superintendent by Wednesday noon, prior to the board meeting of the following Monday evening.

2. When school is in session, a copy of the agenda for each regular meeting of the Board of Education shall be posted in each attendance center 2 days prior to each regular meeting and a copy shall be supplied to the Association President. When school is not in session a copy of the agenda shall be mailed to the Association President.

3. A copy of the approved minutes of the Board of Education shall be posted in each center and supplied to the Association President. When school is not in session a copy shall be mailed to the Association President.

4. Prior to the day of the meeting, the Board shall provide the President of the Association with an agenda, and an information packet including budget, expenditures, and any other items not to be exclusively discussed in closed session.

4.10 Curriculum Advisory Committee

A Curriculum Advisory Committee shall be established. The purpose shall be to study and recommend improvements in the curricular program of the district. Said committee shall meet in September and at least quarterly through May. Meeting shall be during the school day beginning no later than 2:00 P.M. Employees who are committee members shall have release time, if needed, without loss of pay or benefits.

1. The Committee shall be composed of the Superintendent or the Superintendent's designee, the Assistant Superintendent or a replacement, and two (2) teachers appointed by the M.C.E.A. Board of Directors. These four must be present in order for a meeting to be convened.

2. The C.A.C. is authorized to create subcommittees as necessary, to fulfill its purpose. Topics shall include but not be limited to textbook selection. Each subcommittee shall contain at most three (3) members appointed by the Assistant Superintendent and three (3) members appointed by the M.C.E.A. Board of Directors for particular topics.

Majority and minority recommendations will be permitted. Subcommittee meetings are not required to begin by 2:00 P.M.

3. The C.A.C. shall establish its own place of meeting, procedures and agenda. Meetings can be called by any three (3) of the four (4) regular members upon submission of an agenda.

4. In June of each year, the C.A.C. shall submit an annual report of its activities to the Board and to the Association Board of Directors.

5. The responsibility for the proper functioning of the C.A.C. is assigned to the Superintendent who will also bear the responsibility for preparing and submitting the annual report to the School Board and to the Association Board.

6. The C.A.C. provision applies only to the certified personnel.

4.11 Mandate Waivers

The Board cannot request waivers, regarding terms and conditions of employment without the agreement of the Association.

4.12 Fair Share

A. Each Employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

B. In the event that the Employee does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

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

D. 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:

1. The Employer give immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and

2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

E. 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 expressively 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 this Article.

F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE 5
EMPLOYEE RIGHTS

5.1 Right to Organize

Employees shall have the right to organize, join and assist the Association, and to participate in negotiations with the Board through representatives of their own choosing.

5.2 School Code

The Board and the Employees recognize and accept their rights and responsibilities under the School Code of the State of Illinois and under other applicable laws and regulations. Both parties agree that they shall be governed by the provisions of the School Code of the State of Illinois and other applicable laws and regulations.

5.3 Employee Conduct

Rules and regulations governing Employee conduct shall be reasonable, and enforcement of Employee discipline shall be fair and exercised for just cause.

5.4 Discrimination

The Employer shall not discriminate for the reason of race, creed, religion, color, marital status, age, sex, national origin against an Employee or applicant.

5.5 Appearing Before Administrator

When an Employee is required to appear before an administrator, concerning any matter which is evaluative or disciplinary in nature, or calls to question any policy of the Employee, the Employee shall be given reasonable prior written notice of the reasons for such meeting or interview. The Employee shall be entitled to have a representative of the Association present during such meeting or interview.

5.6 Publishing of Board Attendance Center Policies

All policies, regulations, and rules of the Board must be published and readily available to the Employee and shall be made available to anyone upon request. Copies of building policies, regulations and rules shall be distributed to the Employees in each building on the first day of school. Changes in existing policies, regulations and rules shall be given to each Employee after implementation. Well defined student discipline procedures will be fairly enforced.

5.7 Employee Assignments

An Employee shall be given written notice of his/her assignments for the forthcoming year within thirty (30) days after the closing date of school. In the event changes in such assignment are proposed, the Employee affected shall be notified promptly and consulted. In no event shall changes in the employee's assignments be made later than twenty (20) days preceding the commencement of the next school year unless an emergency situation requires same. ESP's will receive two (2) working days notice prior to any reassignment.

5.8 Personnel File

I. The Board and administration agree that all Employees in the District shall have ready access to their individual personnel file upon request at least one day in advance to the Superintendent.

2. Employees shall be given a copy of all materials related to their reemployment or evaluation, and they shall be given an opportunity to respond to said material prior to it being placed in their file.

3. Records of disciplinary action administered to an Employee for infractions considered to be less than serious and substantial, will be removed from the Employee's file two years following the successful elimination of the cause for the disciplinary action.

5.9 Notice of Vacancies

1. The Board shall post in each attendance center written notice of each position that becomes vacant. Posting will include name and position held.

2. No such position shall be filled on a permanent basis until after notice thereof has been posted for five (5) business days.

3. Term substitutes hired after the start of school shall not extend beyond the school semester in which they are made, and notice of such vacancy shall then again be posted.

4. The MCEA President will receive notice of all vacant positions.

5.10 Vacant Positions

A. When a position is vacant or when an Employee is on leave for more than fifteen (15) consecutive days, starting on the sixteenth (l6) day, the substitute assigned to that position shall be paid a daily rate equivalent to the long-term substitute rate established by the Board of Education. This is not to be construed as negotiating for Substitutes.

B. Educational Support Personnel substitute workers will be paid according to the existing substitute salary schedule.

5.11 Enforcement of Discipline

The Board agrees that enforcement of discipline, if remediable, shall be progressive. Provision 5.11 applies to all employees.

5.12 Moral and Civil Rights

Any violation of basic, moral or civil rights is subject to the grievance procedure.

5.13 Non-Tenured Visitation

Once each semester during their first year teachers may observe a tenured teacher in the District for up to one full day if requested by the teacher or recommended by the building principal. The Board will provide a substitute for this day.

5.14 Employee Travel

Teachers who are required to travel between buildings shall be given a minimum of 30 minutes duty and travel free lunch.

5.15 Preparation Time

All certified employees shall have a minimum of 40 minutes, duty-free period during each school day for planning and preparation. Pre-K operates according to their grant.

5.16 Transfer and Reassignment

The request of a Teacher with required qualifications for a vacant position shall be considered on the basis of seniority.

5.17 ESP Meals and Breaks

All ESP's working more than five (5) hours will get a minimum thirty (30) minutes duty-free lunch period. All ESP's working more than four (4) hours consecutively shall be granted one (1) ten (10) minute break with time of break to be determined by their supervisor.

ARTICLE 6
LEAVES

6.1 Sick Leave

The Board shall provide its Employees with sick leave days per school year as follows:

- 9 and 9½ Employees receive 14 days per school year.
- 10 month Employees receive 16 days per school year, and
- 12 month Employees receive 19 sick days per school year.

Sick leave shall be interpreted to mean personal illness, medical appointments, quarantine at home, or serious illness, or death in the immediate family or household.

For the purpose of sick leave, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians.

6.2 Personal Leave

Each Employee shall be entitled to 2 personal leave days per year, accumulative to a maximum of five (5) days and need furnish no reason for the use of such days.

Personal leave shall be permitted immediately before or after a holiday. This leave will be granted on the basis of seniority. Permission is needed one week in advance for a personal day before or after a holiday.

6.3 Accumulated Personal Leave

Personal leave accumulated after five (5) days shall be converted to accumulated sick leave.

6.4 Accumulated Sick Leave

Sick leave shall accumulate. Employees with banked sick leave days will no longer bank days but may choose to be reimbursed for these days at retirement.

6.5 Limitations

No more than 15% or 2, whichever is greater, of the full-time certified teaching staff at each attendance center may be absent from each attendance center at any time on account of such personal leave. The principal of that attendance center shall approve them based on seniority with rotation. For support personnel, no more than one (1) from each category, unless approved by the Principal in advance.

6.6 Purchased Personal Day

1. Any employee who has exhausted all personal leave days shall be allowed the option to purchase a personal day, and to reimburse the District at a cost not to exceed the current daily rate for a substitute, for up to one (1) additional personal leave day per year. Employees using these days shall suffer no loss of benefits or contractual advantage.

2. Purchased personal days cannot be used before or after a holiday.

6.7 Vacant Bargaining Unit Position

A substitute shall in no case fill a vacant bargaining unit position for a period in excess of ninety (90) school days. A position is vacant when the presently assigned person will no longer fill that position.

6.8 Leaving District Employment

1. Upon retirement, Employees with at least twenty years experience in the District shall be reimbursed only for unused sick days and unused personal days earned within the District in excess of 170 days, regardless of whether the first 170 days of accumulated sick and personal days are counted toward retirement. The Board will keep a record of all unused sick leave earned within the District. Reimbursement will be 60 percent (60%) of the current daily substitute rate; not to exceed $4,500.00. Retirees with thirty-five or more years in the District who do not need the 170 days for retirement purposes shall be reimbursed for those days also at a rate of 60 percent (60%) of the current daily substitute rate; not to exceed 25% of their year's gross salary. Provision 6.8 – 1 applies to certified and support personnel.

2. Early-out Retirement option will be available to 20% of those eligible in any given year. Determination will be governed by the seniority list within the District. Provision 6.8 – 2 applies to certified personnel only.

3. An employee who has twenty (20) years of creditable service with the Illinois Teacher's Retirement System, upon reaching age fifty-five (55) shall be eligible upon notification to the District for early retirement. Provision 6.8 -3 applies to certified personnel only.

4. Employees qualifying, and who wish the Board of Education to contribute to this early-out retirement, shall notify the Board of Education by March 31. Provision 6.8-4 applies to certified personnel only.

Age at Retirement with 20 Years of Creditable Service	Payment by the employer, of the employees current salary to T.R.S.
55	142%
56	115%
57	88%
58	61%
59	30%

The Board may choose to match non-certified employees sick days per the rules of the Illinois Municipal Retirement Fund, dated August 1, 2005.

5. The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in a teacher's retirement annuity being fully funded by the Illinois Teacher Retirement System, without board liability for any portion of a teacher's retirement annuity. This means that a teacher's TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives), whether paid under the contract or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of a teacher's retirement annuity or result in any Board paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for

the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of a teacher's retirement annuity or cover any Board paid penalty to TRS.

Notwithstanding any contrary or other provision of this contract, including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives, in the event a teacher's TRS creditable earning would increase by more than 6% or any such lesser amount that would trigger a Board paid penalty or cost to TRS in any given year of this contract, that teacher shall only receive the maximum increase allowed under this provision.

6.9 Leaves of Absence

A. Provision 6.10- B applies to tenured employees and support personnel.

B. Leaves of absence shall be granted without pay to tenured employees 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 and the value of continued employment to the District as determined by the Board.

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. Leaves of absence without pay for more than one (1) year may be granted to tenured Employees according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.

3. Leave may be granted for:
   a. advanced study leading to a degree at an approved university,
   b. military service,
   c. child care and adoption,
   d. other reasons acceptable to the Board; which will improve the educational program in the District.

4. Employees on such leave may continue insurance benefits if they reimburse the District for any costs of benefits for which they apply.

5. The Employee shall notify the District of intention to return at least sixty (60) days before the end of the school year or the semester prior to resuming duties.

6. Full-time Employees will gain a year's seniority credit and advance one step on the salary schedule if they work at least 90 days during the school year.

6.10 Professional Meetings

If approved by the administration, Employees shall be allowed to attend meetings and/or programs related to their instructional program when it would be beneficial to the school district.

1. Reimbursable expenses shall be approved in advance and all reimbursement for these professional leave expenses will be made evenhandedly.

2. Written notice of intent to take professional leave will be made to the District Superintendent one week in advance of the leave. Such notice will include an itemized estimate of expenses for which the Employee will be requesting reimbursement from the district.

6.11 Funeral Leave

1. Up to four days will be allowed for funeral leave for immediate family. Immediate family is defined as parents, spouse, children, brothers, sisters, parents-in-law, brothers-in-law, sisters-in-law, grandparents and grandchildren.

2. Two days per year will be allowed for attending funerals of relatives or close friends not covered by #1.

3. If a funeral is more than 300 miles away, one additional day will be granted.

6.12 Jury Duty

Any Employee called for jury duty during working hours, who is subpoenaed to testify during working hours in any judicial or administrative manner, or who is required to be present for any court proceedings, or who shall be asked to testify in any arbitration of fact-finding, shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage.

Daily rates received for such duties shall be reimbursed to the District only for those days when the Employee was absent and not include any compensation received for food and travel.

6.13 Accounting of Leave

Each month the Board shall provide each employee with an accounting of the number of accumulated sick leave days and accumulated personal leave days. Annually, the Board shall provide the employee with an accounting of the number of sick leave days in the “bank”.

6.14 Physical Assault Disability

It is recognized by the Board of Education that an Employee who is absent due to physical disability resulting from a physical assault which occurs in the Board employment will be maintained on full pay status during the period of up to the remainder of the school year term during which the assault occurred provided or for a period of sixty (60) days, whichever is greater. Assault leave granted shall not be charged against sick leave or any other leave. The following procedures are in addition to those granted under the Illinois School Code (Section 10.21.7)

1. An employee who has been physically assaulted in connection with the performance of his/her duties shall notify his/her appropriate supervisor immediately.
2. The Employee will furnish a signed statement on forms provided by the Board to justify the use of assault leave.
3. The Employee will also, if medical attention is required, furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before assault leave can be approved for payment. All medical payments shall be paid in full by the Employer.

4. If court action results, said Employee shall be granted leave of his/her professional duties and a qualified substitute provided without loss of pay and no deductions will be made from any leave provisions.
5. An Employee, disabled as a result of physical assault shall be returned to the same position as held at the time of the incident.
6. Employee will assist district in all law suits concerning these matters.

6.15 Reserve or National Guard

Any Employee who is a member of a branch of the Armed Forces Reserve or any National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Employer during any period when the affected Employee engages in training or active duty in the Reserve or National Guard.

6.16 Vacation for 12 Month Employees

Twelve (12) month Employees shall receive vacation time at the following rate:

- Year 1- Employee receives ten (10) days:
- Years 2 through 9- Employee receives twelve (12) days:
- Years 10 through 14- Employee receives fifteen (15) days: and

Year 15 and thereafter- Employee receives eighteen (18) days.

Employees must take vacation days from July 1 through June 30 of the year the vacation is awarded and must request these days from the Building Principal for approval.

ARTICLE 7
SENIORITY

7.1 Seniority List

The Employer shall prepare and maintain a seniority list which will be based on the years of service in the District, type of certificate held, and subject /grade level that the Employee is qualified to teach. A copy of the seniority list will be posted in each building in compliance with the Illinois School Code.

7.2 Continuous Employment

An Employee shall acquire one year of seniority for each school year of full time continuous employment in the District provided they have been employed for ninety (90) school days or more in a school year. This does not apply to substitutes.

7.3 Paid Leave of Absence

Employees who are on paid-leaves of absences as included in this contract or as otherwise approved by the Board, shall continue to acquire seniority. Such leaves will not constitute a break in service.

7.4 Unpaid Leave of Absence

Employees who are on unpaid leaves of absences as included in this contract or otherwise approved by Board will not acquire seniority during the time they are on leave. Such leaves will not constitute a break in service.

7.5 One Year of Seniority

A. No Employee will receive more than one year of seniority for any given school year.

B. ESP full time equivalent is five (5) hours or more.

7.6 One-half Seniority

A. A tenured Employee who is reduced to one-half time either at the Employee's request or by action of the Board shall acquire one-half year of seniority. Reduction to one-half-time does not constitute a break in service.

B. A support person who is reduced to one-half time by action of the Board shall acquire one-half year of seniority. Reduction to one-half time does not constitute a break in service.

C. ESP part time equivalent is less than five (5) hours.

7.7 Create a Position

No Employee with greater seniority shall be moved to create a position.

7.8 Decline a Position

Employees may decline an offer for a position which is less than full-time and take layoff, without jeopardizing their rights to recall, or other rights which they may have.

7.9 Reduction in Force

The Board agrees to maintain a proper staff of Employees and will continue to do so as long as the financial situation permits, or unless declining enrollment forces cancellation of classes and programs. If this becomes necessary the Employee with the least seniority will be released (RIFed) first.

7.10 RIFed Employee

A. If at any time subsequent to the reduction of Employee(s), a position becomes available for which a RIFed Employee is certified and qualified to teach, the position will be offered to those who have been RIFed or reduced to less than full-time in reverse order of layoff (most senior recalled first) at the time of recall.

B. There will be a two year limit established for support personnel to be maintained on a recall list.

7.11 Continued Seniority

A. Tenured Employees who are RIFed will maintain their seniority while on a recall status.

B. Support Personnel who are RIFed will maintain their seniority while on a recall status.

7.12 Breaking of Ties

A. Breaking of ties for seniority shall be done in the following manner.

1. The Employee with the greatest years of service in the District.

2. The Employee with the greatest number of years of teaching experience.

3. The Employee with the highest educational degree.

4. Draw straws.

B. Breaking of ties for seniority for ESP's shall be done in the following manner.

1. The Employee with the greatest number of years of experience in the category of position.

2. The Employee with the greatest number of years of service in the District.

3. Draw straws.

ARTICLE 8
WORKING CONDITIONS

8.1 Involuntary Transfer

A. Any Employee involuntarily transferred will be notified in writing of the transfer and the reasons will be specific, accurate, and substantial. The Employee will be granted a hearing with the Board, if requested at the next regularly scheduled Board meeting after the request. The request must be made within thirty days of the notification.

B. When a currently employed aide is involuntarily transferred after the second week of the start of the school year, the aide will receive a $1.00 per hour stipend for the remainder of the school year. The stipend will cease during the transferred school year if the aide returns to a position similar to the position held prior to the transfer. Employees who receive the stipend still have a right to a Board hearing as defined in section 8.1 A above.

8.2 Leaving School Building

A. Employees shall be permitted to leave the school building during their lunch, and with the permission of their principal, they may leave during their planning period.

B. Support personnel shall be permitted to leave the school building during their lunch period with the permission of their principal.

8.3 Meetings

As a general rule the parties agree that meetings of all the faculty in the various buildings as called by the building principal shall not last beyond 45 minutes past dismissal time of the students nor occur more often than twice a month.

8.4 Certification

A. Teachers shall not be required to teach outside their area/level of certification/qualifications.

B. ESP's shall not be required to perform duties outside their job classification.

8.5 Work-Year

Nine- (9) month employees' work year shall be no more than 180 days. Nine and one-half (9½) –month employees' work year shall be no more than 190 days. Ten (10) month employees' work year shall be no longer than 200 days. Twelve month employees work Monday-Friday throughout the year except for school holidays and accrued vacation, sick, or personal time as per current practices.

8.6 Pupil Teacher Ratio

1. Because the student-teacher ratio is an important aspect of an effective educational program, the parties agree to make every effort to keep class size at a reasonable level.

2. Whenever there is an unequal or excessive number of students in a classroom or attendance center, the Board of Education will make a reasonable and conscientious effort to distribute students between buildings and classrooms in an equitable manner.

Such efforts shall include aides, attendance center boundary changes, splitting classes, adjustments in bus routes, and other practical and feasible changes.

3. All mainstream classes must comply with applicable laws for special education students.

8.7 Parent-Teacher Conference and Record Keeping Days

1. During the first nine weeks, all attendance centers shall have a non-student, in-service day designated for parent-teacher conferences. The date shall be proposed each year by the calendar committee, beginning with the 1999-2000 school year.

2. The 1st day of the first semester and the day preceding the last day of school, students shall be dismissed no later than 2:30 P.M. for employees to use the rest of the day for recording keeping. If an institute day is scheduled for the day before the last day of school, the record keeping day will be the day preceding the institute.

8.8 Verbal or Physical Abuse

Verbal or physical abuse by administration or Employees will not be allowed.

8.9 Work Day

A. Employees' work day shall begin 20 minutes before the start of school and extend 20 minutes after student dismissal. These times may be shortened at the discretion of the Principal.

B. Aides, Health and Social Service employees' work day shall begin 20 minutes before the start of school and end 20 minutes after student dismissal. These times may be shortened at the discretion of the Administrator. Food Service, Secretarial, and Custodial and Maintenance Employees' work day shall be set by their Supervisor as per current practice.

ARTICLE 9
EVALUATION OF EMPLOYEES

9.1 Purposes of Evaluation

1. To improve the quality of instruction provided within the classroom.

2. To assist personnel in improving job performance.

3. To encourage personnel to grow professionally.

4. To bring more consistency into job performance by clearly communicating job expectations and standards.

5. To identify personnel needs, both individually and collectively, so that subsequent in-service programs can be provided.

6. To collect information upon which decisions relative to a teacher's tenure, dismissal, or reemployment can be made.

7. To systematically measure and record job performance.

9.2 Guidelines

1. All Employees not yet on tenure will be evaluated annually.

2. Tenured Employees will be evaluated during alternate years so that all are evaluated within each two year cycle.

3. When there is reason to believe that a tenured Employee is performing below expectation, the Principal, with approval of the Superintendent may evaluate the Employee as needed.

4. The evaluator may visit the classrooms as frequently as needed.

5. The evaluator may request the assistance of the Superintendent of the Assistant Superintendent in making evaluations.

6. Employees whose duties include assignments in more than one attendance center will be evaluated by each of the Principals in those buildings. The evaluators will combine the evaluations together into one evaluation for a traveling teacher. Building principals will work together to determine which Employees will be evaluated in each given year. Each evaluator will submit a separate evaluation. Special Education diagnostic staff will be evaluated by the Director or Supervisor of Special Education with input from building principals.

9.3 Evaluators

1. Those having certification for making evaluations are:
   Superintendent
   Assistant Superintendent
   Principal
   Assistant Principal
   Special Education Supervisor

Director of Special Education

2. Each building principal will explain the evaluation procedure at the first faculty meeting of the year.

9.4 Procedures

1. Instructional practices/concerns occurring during the current school year or observed in “informal” observations and the interactions arising as a part of the school day may be discussed. These discussions may be initiated by the Employee or the evaluator.

2. An evaluation conference should be held between the Employees and the evaluator as soon as possible following the formal classroom visit. Both should review the evaluation and discuss the results. The evaluator will provide definite suggestions in areas needing improvement. The form should be signed by both the Employee and the evaluator.

3. The evaluation report will be retained by each building principal and the Unit Office. A copy will also be provided to the Employee. Employees wanting to give a written response to their evaluation must do so within ten days following the evaluation conference.

4. Confidentiality of the evaluation report and recommendations will be maintained by Employees, evaluators, Superintendent, and the Board of Education.

9.5 Remediation

1. The evaluator shall assign a remediation plan to Employees who receive an overall rating of Unsatisfactory.

2. Participants in the remediation plan shall include the Employee deemed unsatisfactory, the Administrator, and a Consulting Teacher. An Employee who fails to complete a one year remediation plan with an overall score of satisfactory or better shall be dismissed. Completion of the one year plan with a rating of satisfactory or better will reinstate the Employee to biannual evaluations.

3. When an Employee received an unsatisfactory rating, the following shall be implemented:

   a. Within 30 calendar days of the evaluation, the Administrator and the Employee will cooperatively develop a plan designed to correct the remedial areas identified as unsatisfactory.

   b. The remediation plan shall be for 90 school days. The Employee will be formally evaluated once every 30 school days for the 90 school day remediation period by a qualified administrator.

   c, Immediate attention will be given to those items which are believed to be immediately correctable. Observations, both formal and informal, will document progress. Formal evaluation can be used to remove an Employee from an unsatisfactory category to one that is satisfactory.

   d. The participation of a consulting teacher shall be voluntary. The consulting teacher shall provide advice to the Employee rated unsatisfactory on how to improve teaching skills and successfully complete the remediation plan. A

copy of the advice given the Employee will be given to the Principal.

e. The consulting teacher shall not participate in any of the required quarterly evaluations nor be engaged to evaluate the performance of the teacher under remediation.

f. The consulting teacher shall be informed when the Employee needing remediation is no longer in need of the consulting teacher's services.

9.6 Job Description

Employee will be expected to:

1. Initiate, develop, sustain, and summarize instructional content at the appropriate grade or level. The following are indications that such is being accomplished:

- relates new content to material presented previously and to student's prior knowledge
- specifies lesson purposes, learning objectives, and activities to follow
- introduces a learning activity using language and concepts that students understand
- provides efficient and smooth transitions between lessons and activities
- communicates expectations for high levels of learning by all students
- speaks clearly, audibly, precisely, and fluently while keeping to the topic of the lesson
- provides explanations that are adequate to helping students understand the content of the lesson and their tasks
- moves the lesson along, adjusting its pace and difficulty to assure students' understanding
- presents new material with various methods, such as lecture, modeling, demonstration, experiment, and role playing
- presents a learning strategy by explaining, demonstrating, modeling its purpose, use and parts
- presents a concept by providing or eliciting definitions, examples, non-examples, attributes, and related concepts
- presents a rule or principle with a discussion of its rationale and a demonstration of its application
- asks questions that students can successfully answer and that require students to recall, explain, compare and contrast, and evaluate information
- pauses after each question to allow students the opportunity to reflect or respond
- makes sure that all students have opportunities to ask questions and to contribute to and participate in class activities
- gives clear assignments that allow students to apply what they have learned and that students can complete with a high degree of success
- provide guided practice, circulating to check students' progress and offer assistance, followed by independent practice
- summarizes the main points of the lesson by presenting or eliciting a restatement of the content or activity
- brings closure to the completed lesson and forecasts what will be learned next

2. Provide appropriate classroom activities within an environment that promotes and encourages learning through management, communication, and interpersonal relationships. The following are evidence that this is done.

- all necessary materials are ready and distributed in an orderly manner and in a small amount of time

- starts students at tasks quickly with efficient transition between activities
- maintains a high level of time on task for all students and redirects students who are off task
- continuously monitors student behavior, encourages appropriate student behavior, and promptly deals with inappropriate behavior
- establishes rules and procedures for routine administrative matter and for student behavior during whole class and small group instruction
- communicates expectations, roles, procedures, and consequences of infractions
- interacts with students in a mutually respectful manner
- expresses verbal enthusiasm for the lesson and student participation
- praises students for on-task behavior, appropriate conduct, and learning accomplishments

3. Assess students' learning and provide feedback on their performance.

    - diagnose students' knowledge and skills prior to introducing new content and by using paper and pencil tests, performance/product reviews, and oral questioning
    - prepares students for tests by explaining the purpose and use of results, the content to be tested, and test-taking strategies
    - analyzes assessment procedures and students' responses and behavior to ascertain progress and reasons for problems
    - evaluates each student's work according to previously explained standards
    - provides students with feedback on class assignments and homework
    - acknowledges correct responses and responds to incorrect or incomplete responses by probing, repeating the question, giving clues, rephrasing the questions, waiting, or explaining why an answer is incorrect.

4. Demonstrates professionalism by.

    - fulfilling all terms of the contract
    - following school policies and procedures
    - maintaining school reports and records in the prescribed manner
    - accepting responsibility for continued professional development
    - establishing and maintaining positive school community relations

9.7 Evaluation

TEACHER _____ POSITION _____

ATTENDANCE CENTER _____

EVALUATOR _____ POSITION _____

DATE _____

PROFESSIONAL ACTIVITIES OBSERVED _____

Purpose(s) of the Observation and Evaluation (Check appropriate spaces)

____ Regularly scheduled observation for purpose of evaluation

____ Self-evaluation by the teacher

____ Teacher-initiated request for the purpose of instructional improvement

____ Follow up for any of the above

____ Other (specify) _____

Explanation of the rating scale

E = EXCELLENT (3 points) An excellent rating denotes skill performances that extend beyond those exhibited by the typical, average teacher. This rating indicates success in teaching efforts, a positive contribution to the attendance center, a role model to other Employees and professionals in all aspects.

A = ABOVE AVERAGE (2 points) An above average rating indicates that the teacher exhibits professional traits, positive contributions to the attendance center and success with most teaching efforts.

S = SATISFACTORY (1 point) A satisfactory teacher exhibits an average or adequate performance with some success in teaching observed.

U = UNSATISFACTORY (0 points) Teacher performance is below standard. Improvement is needed with remediation in the areas of deficiency.

I.	PERSONAL AND PROFESSIONAL QUALITIES	E	A	S	U
A.	Exhibits self-confidence and ease in the classroom				
B.	Shows a sense of responsibility				
C.	Handles directives in accordance with time limits				
D.	Handles confidential information and difficult situation tactfully				
E.	Accepts constructive criticism				
F.	Is willing to try new methods, procedures, materials				
G.	Demonstrates enthusiasm				
H.	Demonstrates good judgment				
I.	Is fair and uses constructive criticism in the classroom				
J.	Exhibits rapport with students, parents, and staff				
K.	Supports and/or attends school activities				
L.	Continues professional self-improvement				

II.	DISCIPLINE	E	A	S	U
A.	Shows initiative in handling own discipline problems				
B.	Expects acceptable standards of behavior				
C.	Works toward self-discipline among students				
D.	Is firm, fair, and consistent in handling discipline problems.				

III.	PUPIL EVALUATION	E	A	S	U
A.	Follows district grading standards				
B.	Can explain grading procedure to students, parents, and principals				
C.	Keeps adequate student records				
D.	Refers students for other evaluation when appropriate				

IV.	SCHOOL/STAFF/RELATIONSHIPS	E	A	S	U
A.	Is a positive influence on others				
B.	Follows and supports the direction of the Administrator and District				
C.	Dependable and responsible in other than classroom duties				

V.	CLASSROOM MANAGEMENT AND INSTRUCTION	E	A	S	U
A.	Shows evidence of teacher preparedness and lesson plans				
B.	Has expectations consistent with level being taught				
C.	Organizes a classroom routine that is conductive to learning and designed to allow students' success				
D.	Shows knowledge of subject matter being taught				
E.	Provides sufficient variation in class work and instruction to maintain interest and accommodate students' needs				

F.	Shows respect for students' questions and answers				
G.	Provides appropriate kinds and amounts of assignments and homework				
H.	Gives clear directions and instructions				
I.	Uses community resources when appropriate to broaden instructional program				

V.	LIBRARY MEDIA SPECIALIST	E	A	S	U
A.	Is readily available to students and teachers throughout the day				
B.	Schedules and jointly plans class visits with teachers				
C.	Informs students, administrators, and teachers of newly acquired materials, equipment, and services in a systematic manner				
D.	Provides a collection of materials in various formats that supports and extends curriculum				
E.	Assists and guides students and staff in the use of the resources and service of the program				
F.	Develops policies that ensure access to and use of resources				
G.	Selects materials that reflect the interest, ability levels and learning styles of the users				
H.	Assists students in selecting appropriate resources to meet their recreational and informational needs				
I.	Provides instruction in the use of technology to access information within and outside the library media center				

V.	GUIDANCE/COUNSELOR	E	A	S	U
A.	Responsible to job description as listed in the Board Policy manual				
B.	Is appropriate to testing needs, procedures, scheduling and use of results				
C.	Has sensitivity to needs and problems of students, teachers, and parents, and is available to them for conferences				
D.	Counsels students in time frames necessary for students' schedule in order to keep them from missing classes				
E.	Responds professionally to crisis situations with students				
F.	Involved other agencies when necessary				
G.	Is available as time permits for unscheduled needs by the Administration				
H.	Obtains necessary knowledge concerning students' background, learning potential, and test information				
I.	Is knowledgeable in areas of careers and post graduate options				

SUMMARY OF RATINGS

		POINTS
I.	Personal/Professional Qualities	
II.	Discipline	
III.	Pupil Evaluations	
IV.	School/Staff Relationships	
V.	Classroom Management Medical Specialist Guidance Counselor	

Total _____

Scale

80-96	Excellent
55-79	Above Average
20-54	Satisfactory
10-19	Unsatisfactory

EVALUATOR'S REMARKS

RECOMMENDATIONS

This teacher should:

____ be employed next year

____ be placed on tenure

____ not be placed on tenure

____ be employed based on the remediation of the mutually agreed plan

____ Other (describe)

EMPLOYEE'S REMARKS

_____ Evaluator's Signature

_____ Employee's Signature

B. Evaluation of Education Support Personnel

9.8 Support Staff Evaluation

Each educational support staff member's job performance shall be evaluated by the building principal and/or the assistant principal (except for cafeteria staff who shall be evaluated by the food service director.) The evaluation process includes scheduled annual evaluations, of forms applicable to the job classification, and day-to-day appraisals. The evaluator should consider the employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperativeness.

Evaluators shall provide a copy of the completed evaluation to the employee and shall provide an opportunity to discuss it. The original should be signed by the employee and filed with the Superintendent.

As appropriate, evaluators should discuss job performance issues that require attention with employees.

9.9 Support Staff Probationary Period

Each newly-hired support staff member shall have a probationary period of one year.

B. Evaluation of Non-Certified Employees

9.10 Purpose of Evaluation

1. To improve the quality of job performance
2. To bring consistency into job performance
3. To identify personnel needs with regard to in-service or professional development
4. To systematically measure and record job performance
5. To comply with Board Policy (Educational Support Personnel-Evaluation (Section 5.320))

9.11 Guidelines

1. All ESP's will be evaluated annually. Probationary ESP's will be evaluated twice.

2. Evaluators will discuss the evaluation instrument with those to be evaluated by October 15 of each school year.

3. Employees scoring 2.4 points or more on their evaluation will not be evaluated the following year unless they switch job categories (unless required by law).

4. When there is reason to believe a non-probationary ESP is performing below expectation, the Principal or supervisor may evaluate the employee as needed.

5. The evaluator may request the assistance of the Superintendent or Assistant Superintendent

6. ESP's whose duties include assignments in more than one attendance center will be evaluated by the Principal where the ESP spends the majority of time.

7. Evaluations will be completed by April 1 of each year. Probationary ESP's will be evaluated before December 15 as well.

8. Items marked 1 should include written detail and ways to improve performance should be discussed.

9. An ESP with an unsatisfactory rating will receive at least 2 evaluations with written commentary the following year.

10. Employees shall be given 3 – day notification prior to actual evaluation.

11. An evaluation conference should be held between the employee and the evaluator within two (2) weeks after the evaluation.

12. If deficiencies exist, the evaluator will provide statements of deficiencies to the employee and will discuss the ramification(s) of the deficiency(ies).

13. The evaluator will also document proficiencies in job performance.

ARTICLE 10
EFFECT OF AGREEMENT/OR CONTRACT

10.1 Zipper Clause

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law,. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily waives the right to negotiate with respect to any matter covered in this agreement, unless otherwise agreed upon by both parties.

10.2 Savings Clause

Should any article, section, or clause of this Contract be declared illegal by court of competent jurisdiction then that article, section, or clause shall be deleted from this Contract to the extent that it violates the law. The remaining article, sections, and clauses shall remain in full force and effect.

10.3 No Strike Clause

1. The Association agrees not to strike during the term of this Agreement.
2. The Administration agrees not to lock the Association out.

10.4 Full and Complete Understanding

The terms and conditions set forth in this Contract represent the full and complete understanding between the parties.

10.4 Board Authority

Authority granted to the Board of Education by statute will not be diminished by this contract.

ARTICLE 11
ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

11.1 Annexation

This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with this district shall be annexed, consolidated or otherwise reorganized. All Employees on tenure at the time of annexation, consolidation or other reorganization shall be granted tenure by the successor Board of Education. All right accrued by Employees under this Agreement shall be assumed by the successor Board of Education. No Employee shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing Agreement as a result of the annexation, consolidation or other reorganization, including but not limited to seniority, salary, fringes, transfer rights, maintenance of standards, layoff and recall, and assignments.

ARTICLE 12
EMPLOYEE COMPENSATION

12.1 Salaries

Salaries shall be in accordance with the salary schedule which is part of this Agreement.

12.2 Compensatory Credit or Pay

A. When an Employee is Requested by the Administration to Substitute:

1. Such substitution shall be voluntary.

2. The Employee shall be paid per class period an amount equal to 40% of the current daily substitute rate, or

3. One compensatory credit per class period. Each compensatory credit entitles the Employee to one class period off without loss of pay. These credits will accumulate to a maximum amount equal to a whole school day for that attendance center. The Employee shall take these credits in blocks equal to ½ the school day for that attendance center. At the end of the school year, all unused compensatory credits will be reimbursed per credit at 40% of the current daily substitute rate

4. All comp time shall be kept for the Employee by the principal of the building and may be taken at the discretion of the Employee.

5. All Employees are entitled to accumulate comp time whenever their regular school hours are extended by request of the administration or they are assigned another teacher's class with or without their own class.

B. ESP's requested by Administration to work outside their regular work hours shall be compensated per federal requirements regarding overtime pay or equivalent compensatory time. ESP's working on a holiday shall be paid time and a half.

12.3 Health Insurance Benefits

The Board agrees to pay 75% toward the cost of the individual (Employee's) premium or 50% toward the cost of the family premium with an agreed upon carrier.

The post-employment eligibility in the District's health insurance program is subject to the approval of the carrier.

12.4 Loss of Insurance Carrier

In the event that the health insurance benefits for Massac County Unit School District #1 are withdrawn and no other insurance carriers are willing to carry the risk, the Board agrees to continue its monthly health insurance contribution to those Employees or record covered under an insurance program they have purchased.

12.5 Insurance Committee

A Joint Insurance Committee consisting of three (3) Association members and two (2) Board members shall be established.

1. The committee may solicit bids relative to coverage for Employee Programs and examine the performance of the current programs.
2. This committee will be responsible for presenting new ideas on insurance coverage.
3. Changes in carriers and/or benefits shall not occur until the committee with approval of the Association has made a recommendation to the Board.

12.6 Dental Insurance

The Board shall provide full Employee dental insurance. Such insurance shall include benefits no less than those which are stated in the dental insurance certificate which is attached to, and a part of, this Agreement. The Board shall provide the option for the Employee to purchase family dental insurance. Cost shall be borne by the Employee.

12.7 Cafeteria Plan (IRS Section 125)

The Board shall provide a qualified Cafeteria Plan (IRS Section 125), effective date to be January 1, 1990. Any start up charges to be borne by the Board, any monthly individual charges to be borne by the Employee.

12.8 Life Insurance

The Board shall provide life insurance in the amount of $50,000.00 for each Employee.

1. The Board shall provide the option for each Employee to purchase an additional $15,000.00 of life insurance. All costs of the additional $15,000.00 life insurance shall be borne by the Employee payable monthly.

2. The Board shall provide the option for each Employee to purchase dependent life insurance to a maximum of $10,000.00 spouse, and $5,000.00 children. All costs shall be borne by the Employee, payable monthly.

An employee must be eligible for the District's major medical health insurance program in order to receive life insurance. Upon leaving district employment, the individual is subject to the rules of the carrier.

12.9 Extra Duty

A.

1. All extra-duty shall be voluntary and separate from regular teaching duties. The payment for extra-duty shall be according to the Extra-Duty Increment Schedule which is attached to this Agreement and shall be equally divided among the Employee pay periods.

2. District personnel who presently hold extra duty shall have "first consideration" for extra duty for the following school year. Experience, in the extra duty shall be a consideration in hiring

3. Failure to fulfill the required extra duty assignments, as defined and evaluated by the building administrator, will resulting dismissal from the extra duty assignment. Upon dismissal, the subject of such dismissal shall forfeit all rights to 12.9 item 2 ("first consideration" clause).

4. When an extra duty position opens, district employees shall have first consideration for the extra duty.

B. The above categories apply to Support Personnel.

12.10 Pension

A. The Board agrees to pay and remit, as currently required, the employees' portion of their salary and of any extra duty pay to I.T.R.S. as listed on the salary schedule. The Board also agrees to pay and remit, as currently required, the employees' portion of T.H.I.S.

B. Support Personnel retirement contributions will be made per current practice.

12.11 Paychecks

Pay checks shall be issued on or by the 12th and 26th of each month or the last working day preceding the 12th and 26th. The Employee has the option of 10 or 12 monthly pay periods if notification is made no later than the second week of school. Employees may have paychecks directly deposited upon request.

12.12 Salary Advancement

Any Employee, except substitutes, who is employed in the Unit for ninety (90) school days per school term shall be entitled to advance on the salary schedule one full increment.

12.13 Deductions

1. At the request of any Employee, deductions for Kentucky Income Tax shall be withheld according to the Kentucky tax schedule and transferred each pay period to the Kentucky Department of Revenue, Frankfort, Kentucky.
2. At the request of any Employee, deductions for Credit Union savings accounts shall be withheld and transferred within two (2) working days of each pay period to the Southern Illinois Schools Credit Union, and/or Allied Industrial Credit Union.
3. Deductions shall be withheld in equal amounts from each pay period.

12.14 Part-time Employees

Part-time Employees, except those hired on a temporary or substitute basis, shall receive salary and benefits on a pro-rated basis.

12.15 Travel

Employees traveling between attendance centers shall be compensated at the maximum nontaxable rate allowable by the IRS per mile, one way only.

12.16 Personal Vehicle Use

Employees using their personal vehicles for authorized school functions shall be compensated at the maximum nontaxable rate allowable by the IRS.

12.17 Retirement Increase

A. Pre-retirement Agreement

Employees, who have more than 20 years of creditable TRS service, will be at least 55 by December 31 of the year in which their effective date of retirement occurs, and who will not be utilizing the early retirement option, can take advantage of this pre-retirement agreement. As many as the last three years of an employee's career may be included in the pre-retirement period. An irrevocable letter of intent establishing the date of retirement will create and determine the length of the pre-retirement period. During the pre-retirement period, the employee's salary shall be the maximum allowable under state mandated caps of 6% for each year of the pre-retirement period.

Letters of intent must be filed by September 1 of the year up to, and including, the school year of retirement. The pre-retirement period may be from 1 to 3 years in duration depending upon when the letter of intent is received and the specified effective date of retirement.

For example, employees who file by September 1, 2005 may indicate a retirement date of 2006, 2007, or 2008. Employees indicating retirement in 2006 will have pre-retirement period of 1 year. Employees indicating retirement 2007 will have a pre-retirement period of 2 years. Employees indicating retirement 2008 will have a pre-retirement period of 3 years.

B. The Board agrees to increase by $5000 the salaries of support personnel who have worked 20 years or more and who will retire at the end of that school year. The support person must inform the Board by September 1 with an irrevocable signed letter of retirement effective at the end of that school year.

12.18 Master Teachers

Master Teachers will receive a $1,000.00 bonus each year for the life of their certificate.

ARTICLE 13
DURATION OF AGREEMENT

1. Effective Date for Contract Extension

This agreement shall be effective as of August 15, 2010, and will continue in effect until August 15, 2011.

2. Bargaining

The Parties agree to begin bargaining for a successor agreement no later than May 1, 2011

FOR THE BOARD OF EDUCATION
MASSAC COUNTY UNIT SCHOOL

6.28.10
District Rep. Date

6/28/10
District Rep. Date

FOR THE MASSAC COUNTY
EDUCATION ASSOCIATION

6/28/2010
Association Rep. Date

6/28/2010
Association Rep. Date

EXTENDED
CERTIFIED
2010-2011 SALARY SCHEDULE

STEP	BS Salary	BS Creditable Earnings	BS + 15 Salary	BS + 15 Creditable Earnings	MS Salary	MS Creditable Earnings	MS + 15 Salary	MS + 15 Creditable Earnings	MS + 30 Salary	MS + 30 Creditable Earnings
1	36,600	40,397	36,600	37,700	38,550	42,550	40,500	44,702	42,250	46,634
2	37,650	41,556	37,700	38,300	39,650	43,764	41,250	45,530	43,250	47,737
3	38,250	42,219	38,300	38,800	40,200	44,371	41,900	46,247	44,250	48,841
4	38,800	42,826	38,800	39,550	40,750	44,978	42,700	47,130	45,000	49,669
5	39,450	43,543	39,550	40,100	41,500	45,806	44,000	48,565	45,700	50,442
6	40,000	44,150	40,100	41,300	42,000	46,358	44,500	49,117	46,200	50,993
7	40,400	44,592	41,300	42,150	43,200	47,682	45,250	49,945	47,350	52,263
8	40,900	45,143	42,150	42,850	44,100	48,676	46,000	50,773	48,250	53,256
9	41,400	45,695	42,850	43,750	44,750	49,393	46,750	51,600	49,250	54,360
10	42,100	46,468	43,750	44,750	45,800	50,552	47,750	52,704	50,250	55,464
11	42,850	47,296	44,750	45,800	46,900	51,766	48,750	53,808	51,250	56,567
12	43,900	48,455	45,800	46,450	47,750	52,704	49,600	54,746	52,000	57,395
13	44,750	49,393	46,450	47,250	48,600	53,642	50,500	55,740	52,750	58,223
14	45,650	46,250	47,250	48,100	49,250	54,360	51,250	56,567	53,500	59,051
15	46,250	47,250	48,100	49,000	50,000	55,188	52,150	57,561	54,250	59,879
16	47,250	47,250	49,000	50,250	51,250	56,567	52,750	58,223	55,000	60,706
17	48,400	53,422	50,250	51,450	52,300	57,726	54,300	59,934	56,200	62,031
18	49,600	54,746	51,450	52,600	53,800	59,382	55,500	61,258	57,500	63,466
19	50,800	56,071	52,600	55,850	55,250	60,982	56,500	62,362	58,750	64,845
20	54,000	59,603	55,850	57,200	58,100	64,128	60,000	66,225	62,000	68,433
21	56,000	61,810	57,200	57,200	60,500	66,777	62,250	68,709	63,000	69,536
22			57,700	57,200	61,000	67,329	62,750	69,261	63,500	70,088
23					61,500	67,881	63,250	69,812	64,000	70,640
24							63,750	70,364	64,500	71,192
25									65,000	71,744

The Massac County USD #1 Board of Education has agreed to pay the required contributrion of T.H.I.S. above these salaries.

REVISED AND EXTENDED
ESP SALARY SCHEDULE

2010-2011: 4% Across-the board increase for current ESP

ESP Beginning Salary Schedule
2010-2011:All beginning ESP positions

Full Time Secretaries $11.81/hr.
*the part time secretary position will be removed from the contract

Custodians
Some Maintenance Responsibilities $12.38/hr.
Without Maintenance Responsibilities $11.25/hr.

Food Service
Head Cooks $10.68/hr.
The pay for the head cook will be the head cook starting pay or the employee's current pay (whichever is the greater) and an additional $1.00 per hour stipend. The stipend will remain in effect as long as the employee is in the head cook position.
Full Time Cooks $ 9.73/hr.

Aides
60 College Hours $ 13.50/hr.
30 College Hours $11.25/hr.
Less than 30 College Hours $8.97/hr.

Maintenance $31,496

Nurses
LPN $20,248
RN $24,747

Social Workers $22,497

REVISED AND EXTENDED
2010-2011 EXTRA DUTY INCREMENT SCHEDULE

Dean of Students	MCHS	3121
Music Supervisor	Elem 1-6 Vocal	805
Vocal	Elementary	805
Band Director	Jr. High	2858
Band Director	MCHS	3464
Band Director (2)	Elem Beginning Band	1642
Speech Team	MCHS	1304
Academic Team	District	1198
Ass't Academic Team	MCHS	675
Math Team (2)	District	685
Cafeteria Monitors	MCHS	1335
Playground Supervisor	Elementary	1335
Senior Sponsor (2)	MCHS	642
Junior Sponsor	MCHS	2891
Honor Society (2)	MCHS	517
Club Sponsor (each)	District	657
FHA Sponsor	MCHS	855
FFA Sponsor	MCHS	855
Yearbook Sponsor	MCHS	1304
Student Council	MCHS	855
Student Council	Jr. High	568
Drill Team	MCHS	1187
Flag Team	MCHS	1187
Basketball 7th Grade	B,F,J,U,Jr. High	1260
Basketball 8th Grade	B,F,J,U,Jr. High	2598
Track 7/8	B,F,J,U	1051
Girls Track 7/8	Jr. High	1030
Boys Track 7/8	Jr. High	1030
Cheerleader Sponsor 7/8	B,F,J,U	1051
Cheerleader sponsor 7th	Jr. High	670
Cheerleader Sponsor 8th	Jr. High	685
Cheerleader Sponsor	MCHS	2239
Athletic Director	MCHS	4584
Head Football	MCHS	4584
Ass't Football (5)	MCHS	3324
Head Basketball (2)	MCHS	4584
Boys Ass't Basketball (2)	MCHS	3324
Girls Ass't Basketball	MCHS	3324
Girls Head Softball	MCHS	3324
Girls Ass't Softball	MCSH	2199
Girls Softball	Jr. High	2306
Boys Head Baseball	MCHS	3324
Boys Ass't Baseball	MCHS	2199
Boys Baseball	Jr. High	2306
Boys Track 7/8	MCHS	3324
Girls Track	MCHS	3324

Ass't Track (2)	MCHS	2199
Cross Country	MCHS	3324
Golf	MCHS	3324
Conditioning	MCHS	3262
Saturday Detention	MCHS	1856
Worker Athletic Events	District	36.00
Volleyball Coach	MCHS	3324
Ass't Volleyball Coach	MCHS	2199
Volleyball Coach	MJHS	1030
Chorus Director	District	563
HOSA	MCHS	855
Drama Coach	MCHS	2250
Boys Bowling Coach	MCHS	2199
Girls Bowling Coach	MCHS	2199
Tennis Coach	MCHS	2199
Soccer Club	MCHS	1500

The Massac County USD #1 Board of Education has agreed to pay the required contribution of TRS and T.H.I.S. above these salaries.

MEMORANDUM OF UNDERSTANDING

The Massac County Community Unit School District No.1 agrees that, for purposes of Section 7.10 RIFed Employee, the recall period shall be 4 years for

a) those ~~employees~~ non-certified initially hired prior to the expiration of the 2004-2005 collective bargaining agreement and who have been continuously employed, work-year to work-year, with the District from such date of hire; and

b) those ~~employees~~ non-certified initially hired prior to the expiration of the 2004-2005 collective bargaining agreement and who are currently on lay-off and have not yet exceeded the four-year recall period.

Jill LaMontagne 7-18-05
Association Rep. (Certified) Date

7-18-05
District Representative Date

7-18-05
Association Rep. (ESP) Date

7-18-05
District Representative Date

MEMORANDUM OF UNDERSTANDING

The Massac County Community Unit School District No. 1 and the Massac County Education Association agree that the following will be true for the duration of this contract:

1. No changes will occur to the Non-Certified evaluation instruments.

2. Job descriptions for Non-Certified Personnel will be written through the collaboration of employee representatives and the Administration for each job category. Categories include: Aides, Custodians, Food Service, Maintenance, Nurses, Secretaries, and Social Workers.

3. At the conclusion of this Agreement, the future non-certified evaluation instruments will reflect the job descriptions of the seven categories of non-certified personnel referenced in #2 above.

Jill Lamontagne 8-16-05
Association Rep. Date

8-16-05
District Rep. Date

8-16-05
Association Rep. Date

8-16-05
District Rep. Date

Tentative Agreements
August 16, 2005