



NEGOTIATIONS AGREEMENT

Between the

**BOARD OF EDUCATION
OF
PLANO COMMUNITY UNIT SCHOOL
DISTRICT NO. 88**

and the

EDUCATION ASSOCIATION OF PLANO

2006-2010

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1. **RECOGNITION**

This Agreement is entered into by and between the Board of Education Plano Community Unit School District No. 88, hereinafter referred to as the "Board" and the Education Association of Plano, (IEA-NEA affiliate hereinafter referred to as the "Association", which is hereby recognized as the sole and exclusive bargaining agent for all full and part-time regularly employed certificated teaching personnel, hereinafter referred to as "teachers", except for the Superintendent, Assistant Superintendent(s), Principal(s), Assistant Principal(s), Dean of Students, substitutes, all certificated/non-certified non-teaching personnel, teacher aides with or without teaching certificates, and all other administrative personnel having the authority to hire, transfer, assign, promote, discharge, discipline or process grievances of other employees, or to effectively recommend such action. It is the understanding of both parties that non-certified employees are not a part of the bargaining unit.

Part-time employees who work less than thirty (30) hours will have fringe benefits prorated according to the percentage of time worked, except for insurance and that is at the determination of the insurance carrier.

2. **IMPASSE PROCEDURES**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Services (FMCS), if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. Each party shall pay for their own costs associated with mediation.

3. **ASSOCIATION RIGHTS**

3.1. Use of Buildings

The Association shall have the right to request the use of school district buildings for meetings after regular hours, provided that these meetings do not interfere with or interrupt normal school operations. The time, date, and space required for such meetings must be approved in advance by the building principal.

In the event there are costs as the result of or associated with such meetings, the Association will reimburse the district for actual costs.

3.2. Use of Mailboxes

The Association shall have the right to use the District mailboxes established for teachers in each building provided that such use does not interfere with the normal District mail operation. Any postage incident to such use shall be borne by the Association.

3.3. Bulletin Boards

The Association shall have the right to post notices of its activities and matters of Association concern on designated bulletin boards in teacher workrooms or lounges. These bulletin boards may be shared by other Employer Recognized Organizations in the District.

3.4. School Supplies

The Association may request the use of school equipment and supplies for Association use. If such request is granted, the Association shall pay for the cost of any and all supplies used, as well as paying for any damage associated with the usage of said equipment.

3.5. Employee Orientation

The Association and the Employer agree that, at the request of the Association, a reasonable time (up to one [1] hour) will be made available during Employee Orientation Institutes for Association purposes. This session will occur on the first day of required teacher attendance each school year.

3.6. Teacher Preparation Time

The Board agrees to maintain an advisory committee of not less than two (2) teachers from each elementary building, the building principals, the Superintendent, and two (2) Board members to explore options regarding the expansion of elementary prep time. The committee will meet when requested by either party.

4. **MANAGEMENT RIGHTS**

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practice, between the Board and the Association, and constitute the entire Agreement between the parties.

The Board and the Association agree that in successor agreements to meet at reasonable times and negotiate in good faith with respect to wages, hours and other terms and conditions of employment, which does not compel either party to agree to a proposal or require the making of a concession.

It is also agreed that the Association will not require the Board to bargain over matters of inherent managerial policy, e.g., standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees.

The Board, on its own behalf and on behalf of the electors of the District, hereby retain and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States of America, including, but without limiting the generality of the foregoing, the right:

- 4.1. to the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employee;
- 4.2. to direct the work of its employees, determine the time and hours and operation and determine the kinds and levels of service to be provided and the methods and means of providing those services including entering into contracts with private vendors for services;
- 4.3. to hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline, dismissal or demotion: and to promote, assign, and transfer all such employees;
- 4.4. to establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns of determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
- 4.5. to build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenues; and take action on any matter in the event of an emergency; (an emergency shall be defined as those unforeseen circumstances arising from natural disasters, national emergencies, riots, police actions, or other incidents which substantially interrupt or threaten to interrupt the normal District operation and require immediate action.)

5. COMPENSATION

5.1. Pay Schedules

Teachers will be paid according to the salary schedule contained in this agreement. (See Appendix "A", "B", "C" & "D"). Any teacher who has reached the last vertical step in any lane on the teacher salary schedule and is not eligible for vertical step

advancement shall receive the annual increase in the salary cell and an annual longevity stipend as follows:

<u>Salary Lane</u>	<u>Stipend Amount*</u>	
	<u>2006-09</u>	<u>2009-2010</u>
BA, BA + 12	\$1,000	\$1,500
BA + 24, BA + 48	\$1,000	\$1,500
MA, MA + 12	\$2,000	\$2,500
MA + 24	\$2,000	\$2,500

*Longevity stipends will be paid each year as an off-schedule payment, which is not cumulative, but is recurring.

5.2. Pay Plan

Payroll checks will be issued every two (2) weeks with the first pay period falling within two (2) weeks after the beginning date of school.

5.3. Alternate Pay Plan

Any teacher, upon written request, shall receive their July and August paychecks in a lump sum payment on or before July 6th of each by providing written notification to the Business Office by the July 1 for each ensuing year. All new teachers should receive a notice of the Alternate Pay Plan with their contract, and will be given two (2) weeks from their date of hiring to respond, if they wish to request the accelerated end of year pay plan.

5.4. Extra-Duty Pay

5.4.1. The extra-duty pay schedule is attached to, and made a part of this agreement. (See Appendix "E").

5.4.2.1. Extra-duty pay shall be allowed only for those job assignments listed on the extra duty schedule. It is understood that the Board and Administration are not required to assign individuals to fill said assignments.

5.4.3.1. Notices of vacancies in extra-duty positions will be posted on the teacher bulletin board in each attendance center as provided in Section 7.4 of the agreement. The Superintendent and/or his designee shall first attempt to fill extra-duty positions with District No. 88 certified staff members.

5.4.4. It is further understood that the final selection and assignment of personnel to extra-duty positions is a managerial prerogative and is solely a discretionary decision of the Board of Education.

5.4.5. In addition to the extra-duty schedule, teachers who are assigned responsibilities as ticket sellers, ticket takers, timers, scorers, and bus chaperones, for extra-curricular activities, shall be compensated on an hourly basis according to the schedule found in Appendix "E".

5.4.6. Drivers Education Teachers who are covered by this agreement shall be compensated on an hourly basis according to the schedule found in Appendix "E" for every hour worked beyond the school day as a Drivers Education Teacher.

5.4.7 In addition to the extra-duty schedule, teachers who are assigned to after-school or Saturday morning student detention supervision shall be compensated on an hourly basis according to the schedule found in Appendix "E".

5.5. Payroll Deductions

5.5.1. Fair Share

Each bargaining unit member, who is not a member of the Association, shall pay to the Association his/her fair share of the cost of services rendered by the local, state and national Association that are chargeable to non-members under state and federal law. At no time shall an employee pay more than the fair share fee for bargaining or administering a contract.

The Association shall annually submit to the Board a list of the teachers covered by the agreement that are not members of the Association with an affidavit which specifies the amount the fair share fee to be paid.

The Board shall deduct the fair share fee from the wages of the non-member in the event that the bargaining unit member does not pay his/her fair share fee directly to the Association within the twenty-one (21) day period established below, and remit said fee to the Association, provided however, that the Association shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Association.

The obligation to pay a fair share fee to the Association will not apply to any employee who, on the basis of a bona-fide religious tenet, or teaching or a church or religious body of which such employee is a member, objects to the payment of a fair

share fee to the Association. In the event that a religious objection is filed by a non-member of the Association with the Association and collection made of the fair share fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization.

The Association shall send, by first class mail, a notice to each non-member; (1) specifying the amount of Fair Share fee to be deducted, (2) advising that any non-member may object to the amount of the fee, and (3) describing the process for filing objections.

The Association shall post the same fair share notice on all teacher bulletin boards.

The Association shall certify to the Board that said notice has been mailed to all Association non-members in the bargaining unit. The deduction of such fair share fee for such employees shall commence on the pay period following twenty-one (21) days after certification is received by the Board.

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

In the event that an objection is filed with the IELRB by a non-member, during the term of this agreement, the Board shall continue to deduct the fair share fee from the objecting employee's pay, but shall transmit the portion of said fee objected to, the IELRB which shall hold the fee in escrow. The IELRB shall investigate and consider the fair share fee objections and determine the amounts to be apportioned to the non-member and to the Association.

The Association agrees to indemnify and hold the Board, its members, officers, agents and employees harmless from and against any and all claims, demands, actions, suits, orders, judgments or other forms of liability "monetary or otherwise" brought or issued against the Board and for all legal cost that may arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this section or in reliance on any list, notice, certification, affidavit or assignment furnished under such provisions.

Except as limited by the above, the Board shall deduct Association dues from each payroll check beginning in September, and continuing through August. The Board has no responsibility for collecting past, cancelled or overdue membership dues.

Except as limited by the above, all dues deducted by the Board shall be remitted to the Treasurer of the Association as soon as possible, but no later than thirty (30) days after such deductions are made.

5.6. Additional Payroll Deductions

5.6.1. Deductions for days that a teacher is absent and which are not covered by sick leave, personal leave, or other paid leave, shall be made from the teacher's final paycheck of the school year according to the following formula:

$$\frac{\text{Base salary of teacher} \times \text{Number of days}}{180}$$

5.6.2. Deductions for hospitalization and major medical insurance premiums shall be made each pay period for each of the first twenty-four (24) pay periods. This clause becomes effective September 1993 or sooner.

5.6.3. Deductions shall be made each pay period for the Kane County Teachers' Credit Union and Tax Shelter Annuities for teachers requesting such deductions. Those deductions will be remitted to the appropriate agency by the next business day barring any unforeseen situation.

5.6.4. Tax Shelter Annuities shall be limited to twenty-five (25) companies. Employees may change their contribution level once per year in any one company other than entering or exiting.

5.7. Teacher's Retirement System

The Board shall contribute to each teacher's salary the following Board paid amounts to TRS: 2006-07 (2.5%), 2007-8 (5.0%), 2008-09 (7.5%), and 2009-2010 (9.4%). The Board paid percentage and the balance (up to 9.4%) shall be submitted to TRS based upon the teacher's creditable earnings and shall satisfy the teacher's retirement contribution. The Board shall deduct via salary reduction from each teacher's annual salary the following contribution to the Teachers' Health Insurance System (THIS) 0.8%.

The Board paid and the teacher's salary deductions for these mandatory TRS contributions shall be deducted from the teacher's gross compensation and the Board shall shelter such deductions for tax purposes. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this agreement to the extent that it violates the ruling or opinion.

5.8. Retirement Plans

5.8.1. The Retirement Program, under the Illinois Teachers' Retirement System shall be extended by this Agreement as follows:

5.8.1.1. Eligibility Requirements

- a. have at least ten (10) years of continuous, contractual service with the district, including the final year;
- b. have twenty (20) or more years with the Illinois Teacher's Retirement System (T.R.S.).

5.8.1.2. Notification

Retiree candidates intending to retire must notify the Board in writing not later than November 1 prior to the third to the last, second to the last or final year of teaching. Teachers intending to retire June 2007 through June 2009 must notify the District by June 30, 2006 in order to qualify for 6% salary increase the final three (3) or less years of teaching.

5.8.1.3. Benefits

A teacher retiring under this Retirement Plan shall receive, upon irrevocable notification to the Board of the teacher's intent to retire from the District, a six percent (6%) salary increase above the previous year's TRS creditable earnings (defined as all compensation paid to the teacher, including payment of extracurricular activities, stipends and retirement benefits), inclusive of step and lane movement, each year, for a maximum of three (3) years. 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 District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted under this Agreement. The parties agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that adversely affect the Board's obligations or employee's rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty (30) days of the passage of the legislation to renegotiate the provision and the impact on any and all employees. The parties further agree that if legislation is enacted or

administrative rules adopted during the life of this Agreement to amend Section 16-158 (f) of the Illinois Pension Code (40 ILCS 5/16-158(f) (i.e. “6% penalty” provision), the parties agree to meet within thirty (30) days of the passage of the legislation to negotiate the impact of such legislation.

This letter of retirement may not be rescinded.

5.9. Mileage Reimbursement

Teachers shall be reimbursed at the allowable rate established by the I.R.S. per mile on all trips approved in advance by the Superintendent.

5.10 Preparation Period Substitutes

The Administration may assign any teacher to cover a class during what would normally be a preparation or a teaching period. Teachers shall be paid twenty-eight (\$28.00) dollars in FY 2007, twenty-nine (\$29.00) dollars in FY 2008, thirty (\$30.00) dollars in FY 2009, and thirty-one (\$31.00) dollars in FY 2010 per period (based upon a forty-five (45) minute class period if they are required to forfeit a preparation or teaching period. Elementary assignments compensation will be prorated. Building Principals shall keep a record of all such time worked and payment shall be made by separate check at the end of the substitute salary period. Teachers may not refuse any such assignment. Such assignments are not subject to the grievance procedure.

6. INSURANCE

6.1. Paid Hospital and Dental

For each regularly employed certificated teacher who is scheduled to work at least thirty (30) hours each week during the school year, the Board shall pay the single premium cost for hospitalization, dental, and major medical insurance. All new hire teachers will be offered single HMO health/hospitalization premiums for their first four (4) years of employment with the District. The teacher may choose PPO coverage during the first four (4) years of employment at the expense of the employee. During the fifth year of employment, and thereafter, the teachers will be offered a choice between single HMO or PPO health/hospital premiums. There is no reimbursement to the teacher for any difference in premium between the HMO and PPO plan. All teachers hired and working prior to, or during, the 2005-06 school year shall be grandfathered under the District insurance plan indicated in the 2003-06 Negotiated Agreement.

Subject to any limitations or restrictions imposed by the District's insurance provider, any regularly employed certificated teacher is entitled to elect dependent hospitalization, major

medical, and/or dental insurance under the District's group insurance plans at the teacher's expense.

Any regularly employed teacher is entitled to elect dependent hospitalization, major medical, and/or dental insurance under the District's group insurance plan, and may apply the single premium amount towards the cost of the family insurance premium amount, subject to the rules of the carrier.

6.2. Life Insurance

Term life insurance included accidental death and dismemberment of twenty thousand dollars (\$20,000.00) per teacher shall be provided by the Board.

6.3. Section 125 Pre Tax Program

The Board shall offer a Section 125 Pre Tax Program to individual covered by this Agreement. It is agreed that the following shall be part of the covered items of the Plan subject to I.R.S. approval:

- a. Dependent Medical coverage premium,
- b. Dependent Dental coverage premium,
- c. Glasses,
- d. Parent/Child care payments,
- e. Insurance deductibles.

It is also agreed that with employees who join after July 1, 1995, that the "Initiation Fee" shall be paid for by the Board of Education.

6.4. Insurance Committee

The District shall maintain an insurance committee comprised of one (1) Association representative from each building, the President or his/her designee, four (4) representatives chosen by the Board of Education. This committee shall meet only if requested by the Board or the Association. The committee shall report its findings and recommendations to the Association and the board after each committee meeting.

The central staff shall provide all updated non-confidential information to the insurance committee as it is requested.

The mission of the committee shall be to study the current insurance programs of District #88 and to investigate alternative method of reducing or minimizing costs to the District and the employees.

7. **WORKING CONDITIONS**

7.1. Duty Free Lunch Periods

Each full-time and part-time teacher who is scheduled to work at least four (4) hours each school day shall be entitled to a thirty (30) minute duty-free lunch period.

7.2. Clerical Assistance

In each attendance center in the district the Board will provide clerical assistance.

7.3. School Calendar

A committee consisting of one (1) Association representative and one (1) administrator from each building along with the EAP President or his/her designee, the Superintendent or his/her designee, and district administrators selected by the Superintendent will prepare and submit a recommended annual school calendar for consideration by the Board of Education.

In the event the Board does not adopt the recommended calendar the Board shall indicate to the Association the reason(s) why. The calendar committee shall reconvene for a final time to again prepare a calendar to recommend to the Board of Education. The Board of Education has the right to accept or reject this calendar.

It is agreed that the purpose of this committee is advisory only and the responsibility for adopting an official school calendar lies solely with the Board of Education.

7.4. Vacancies and New Positions

The Association President shall receive a list of all vacancies and new positions within seven (7) days from the time they have been approved by the Board. The Association president shall post all lists on the teacher bulleting boards.

7.5. Teacher Assignments

In the event of a change in building or program assignment that may occur during the summer months, the Association president and the teacher(s) shall be notified of the change in writing as soon as it is practical.

7.6. Teacher Evaluation

Teacher evaluations that are part of the teacher evaluation plan and approved by the Illinois State Board of Education that are not procedurally followed may be subject to the grievance procedure and not the Arbitration process. It is understood that the Arbitrator in this situation is the Board of Education and the Board's decision is final and not subject to further appeal or decision by an Arbitrator.

7.7. Labor Management Forum

The Superintendent and EAP President shall meet monthly to discuss labor- management concerns. Individuals mutually agreed upon by both parties may be invited to attend the meetings.

7.8. Communication Committee

The President of the School Board or his/her designee, one (1) senior administrator, and the Presidents of the Local Association shall meet to discuss the creation of a committee whose purpose will be to open district-wide lines of communication that will improve the educational environment of Plano Community Unit School District.

8. CONTINUING EDUCATION REQUIREMENTS

8.1. Horizontal Advancement on the Salary Schedule

8.1.1. Only graduate credit earned from a recognized college or university will count toward horizontal advancement on the Salary Schedule.

8.1.2. All such credit must have the prior written approval of the Superintendent.

8.1.3. All credit must be directly related to enhancing instruction or services to pupils.

8.1.4. All credit must be successfully completed prior to the beginning of school, and an official transcript submitted within sixty (60) days of the start of the new school year.

8.1.5. Any graduate credit earned before completion of a master's degree will not count for horizontal advancement beyond a master's degree.

8.2. Professional Growth

All teachers must recognize the need for showing continuing professional growth.

8.2.1. All teachers must comply with one (1) of the two (2) professional growth options set forth below during each five-year period of employment.

Option One: Six (6) academic semester hours of graduate credit earned at an accredited college or university.

Option Two: Three (3) or more academic semester hours of graduate credit earned at an accredited college or university and a maximum of three (3) semester hours of credit earned in pre-approved workshops and seminars.

Non-credit workshops and seminars will be computed on the basis of one (1) eight-hour day's attendance as equivalent to one-half (1/2) semester credit.

8.2.2. All credit toward professional growth must be approved in advance by the Superintendent and/or his/her designee.

8.2.3. Any teacher who fails to comply with the professional growth requirements set forth in this Section shall be frozen on the salary schedule.

a. The salary schedule contained in this Agreement does not imply an automatic increase to all teachers. An increase shall be withheld when certified staff members covered by this Agreement fail to comply with the professional growth requirement as stated in this Section.

b. Prior to January 1st, the Superintendent and/or his/her designee shall give each teacher who has failed to complete the professional growth requirement, notice in writing that he/she shall be frozen on the salary schedule commencing with the coming school year. A teacher shall have between January 1 and August 15 to comply with the professional growth requirement to avoid being frozen on the salary schedule.

c. Teachers frozen for failure to comply with the professional growth requirement shall not advance a step vertically on the schedule until they come into compliance with the requirement. No teacher who comes into compliance after being frozen on the salary schedule may advance more than one (1) step vertically during any ensuing year.

d. If the course(s) referred to in this section are completed in a five-year period the reimbursement shall apply to that five (5) year period only.

8.3. Tuition Reimbursement

The Board shall pay one hundred thirty-five dollars (\$135.00) toward tuition for each one (1) semester graduate credit or one hundred dollars (\$100.00) per quarter graduate credit taken by a teacher at a recognized college or university.

Teachers eligible for such reimbursement must submit an official transcript within ninety (90) days of completion of the course(s). Tuition reimbursement will be made to the teacher within one (1) year from the date of completion of the course and transcripts are received, providing they are still in the service of the district.

8.3.1. For employees who otherwise qualify for the District's tuition reimbursement program under this provision, the District shall pay 100% of the employee's tuition costs for degree programs at institutions approved in advance by the Superintendent. The degree program must have direct benefit to the District as determined by the Board of Education in its sole discretion. Employees will be selected and approved at the sole discretion of the Board of Education. The Board's decision whether to approve a degree program and the Board's decision whether to select and/or approve an employee for this benefit shall not be subject to the grievance/arbitration procedure.

In the event an employee who has received such tuition reimbursement from the District voluntarily ends his or her employment with the District within three (3) years of completion of the degree program or the last course taken for which reimbursement was paid, the employee shall pay back to the District the tuition reimbursed hereunder pursuant to the following schedule:

Leaves within one (1) year: 75% of tuition costs covered by District
Leaves within two (2) years: 50% of tuition costs covered by District
Leaves within three (3) years: 25% of tuition costs covered by District

Should an employee participating in the above program remain employed with the District but fail to complete the designated degree program, or not make satisfactory progress toward completion, as determined solely by the Board, tuition reimbursement for such employee shall revert to the rate described in section 8.3 of the collective bargaining agreement. Any reimbursement above the amount specified in section 8.3 previously paid to the employee under this program shall be paid back to the District by the employee.

8.4. Professional Excellence

A teacher may be required to take work beyond the bachelor's or master's degree when, in the judgement of the Principal and Superintendent, it is necessary for needed improvement. Reimbursement shall be as follows:

8.4.1. Full tuition if a grade of "A" or "B" or "Pass" (in a pass/fail course) is earned, no tuition is paid if the grade is less than an "A", "B" or "Pass";

8.4.2. Teachers who receive reimbursement under this provision may not claim additional reimbursement under any other provision of this Agreement.

9. **LEAVES**

9.1. Sick Leave

Each teacher shall be entitled to sick leave according to the following table per school term:

<u>Years in District</u>	
1-10	11 days
11-15	15 days
16+	20 days

Sick leave shall be allowed to accumulate without limit. This sick leave provision is subject to approval by the Teacher Retirement System. The District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted under this provision. Sick leave shall be interpreted to mean leave for personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family shall mean parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians.

The administration shall be responsible for attaching a tally sheet of accumulated sick leave to the July paycheck for each staff member.

A teacher who has been in the district for a minimum of twenty (20) years and accumulated 170 days shall be allowed entrance to the sick leave bank according to the provisions of the sick leave bank so that the teacher will not have to use any part of the 170 days he/she has accumulated in the year of his/her retirement.

9.2. Sick Leave Bank

The District sick leave bank created by agreement in 1978-79 and as amended in this Agreement remains in effect.

The sick leave bank contains 250 days. If the total number of days in the bank falls below 50 days at any time, the total shall be brought up to 100 days again, by each teacher contributing one (1) day per year until the bank is replenished.

The following provisions will control the operation of the sick leave bank.

9.2.1. A teacher must have exhausted his/her individual accumulated sick leave account before being eligible to draw on the bank.

9.2.2. The bank cannot be used for purposes of child care.

9.2.3. The bank shall be applicable to employee illness only.

9.2.4. There shall be a waiting period of ten (10) working days after the exhaustion of sick leave before the employee has access to the bank.

9.2.5. A teacher who qualifies may draw up to thirty (30) sick leave days each year.

9.2.6. Days drawn from the sick leave bank by an eligible teacher do not have to be paid back by the user.

9.2.7. Sick leave bank benefits shall end when a disabled teacher begins receiving benefits from either Workman's Compensation, or the Teacher Retirement System. Such benefits shall cease at the close of the school day preceding the effective date on which one of the other two benefits commence.

9.2.8. Should the sick leave bank ever be dissolved, any remaining days shall be divided among the teachers on an equal whole day basis, rounded to an additional day for each accumulated amount of days representing a number equal to at least one-half (1/2) the total number of district teachers. (As an example, on a 60 teacher staff: 1-29 days=0 days; 30-89 days=1 day; 90-149 days=2 days, etc.)

9.2.9. Only teachers who are tenured shall have access to the Sick Leave Bank.

9.3. Personal Business Leave

Each teacher may be granted two (2) personal leave days to be used for personal business that cannot reasonably be conducted outside of regular school hours. Personal business leave days are subject to the conditions set forth below:

9.3.1. A written request shall be submitted to the Building Principal at least three (3) days prior to the date requested. In the event of an emergency, the Superintendent may waive the written request requirement. It shall be up to the Superintendent to determine if an emergency exists.

9.3.2. Full pay will be granted for those days requested with the exception of a school day prior to or following a school holiday or vacation or the first or last week of school, the day of each employee's building's open house, and the days of parent-teacher conferences. In the event of circumstances beyond the control of the employee, the Superintendent may waive the above sentence. The Superintendent's decision of approval or non-approval shall not be considered precedent setting in any way.

9.3.3. Unused personal business leave days shall be converted to sick leave and added to the accumulated sick leave of the Employee. Such conversion shall occur following the last required teacher attendance day of each academic year, and before July 1st. Effective at the end of the 1995-1996 school year one (1) unused personal business leave day may be carried over to the following year, which will allow any employee to accumulate a total of not more than three (3) days. Anyone requesting three (3) consecutive personal business leave days must submit a reason in writing to the Superintendent for approval. Notification of intent to carry one (1) day over must be made to the Superintendent, in writing, prior to July 1st prior to the new year thereby allowing the unused personal business leave day to be carried over. In no case will unused personal business leave days accumulate to more than three (3) days.

9.3.4. No more than ten percent (10%) of the teachers may use personal business leave on a given day.

9.3.5. The approval or denial of a request for personal business leave shall not be subject to the grievance procedure.

9.3.6. Each teacher shall be granted one (1) non-cumulated personal leave day per year for the purpose of bereavement not covered in Section 9.1-Sick Leave. A written request including the reason shall be submitted to the Superintendent for pre-approval. Subsections 9.3.4 and 9.3.5 above also apply to this paragraph.

9.4. Professional Leave

The Board may grant a teacher paid leave to attend meetings related to his/her teaching field. Such leave, if approved, shall be limited to a maximum of two (2) days per year for any individual teacher unless extended by the Superintendent. Written requests for professional leave must be submitted to the superintendent at least ten (10) days prior to the date of the requested leave. The Superintendent may approve a request for professional leave that does not comply with the ten (10) day advance notice requirement when in the opinion of the Superintendent there is a compelling reason to do so.

9.5. Professional Meetings

9.5.1. If a member of the staff is appointed to a state or national committee or elected to an office of an organization in his/her related field, the member will consult with the Superintendent and if they cannot mutually agree to the number of days of absence which will be permitted without loss of pay, the decision of the Superintendent shall be final.

9.5.2. If a member or members of the recognized professional negotiations organization desire to attend a state or national meeting, they shall/will be allowed a total of two (2) work days with pay (total number of Association leave days for the membership shall not exceed eight (8) per academic year). No other allowances will be made for financial support. The recognized Association shall be responsible for paying the cost of the substitute.

9.5.3. If a member or members of the recognized professional negotiations organization is elected or appointed to a state or national office, the number of days absent with pay will be determined by the Superintendent. The recognized Association shall be responsible for paying the cost of the substitute.

9.6. Pro-rated Leave

9.6.1. Any teacher covered by this agreement who is hired after November 1st, shall have pro-rated sick days at the rate of one (1) per month of full time attendance, and personal days at a rate of one-half (1/2) day per quarter.

9.7. Unpaid Leave of Absence:

A leave of absence without pay for any reason may be granted to a tenured teacher by the Board of Education for a period not to exceed one hundred eighty-one (181) school days, upon the recommendation of the Superintendent.

A teacher desiring a leave of absence shall notify the Superintendent, in writing, to take such leave at least thirty (30) days prior to the date which the leave is requested to begin. The Superintendent and teacher shall mutually agree upon the date on which the teacher is to return to work.

The granting of leaves of absence is a separate matter for each teacher and is based upon individual facts of each case. The fact that a leave is granted to one teacher shall not be a precedent for granting of a leave to another teacher.

A teacher on leave of absence, except for leaves eligible for the Family Medical Leave Act (FMLA), may keep his or her health insurance in effect by paying the full premium.

All leaves of absence shall be granted with full understanding that the teacher may be assigned to any position for which he or she is qualified upon completion of the leave. Every consideration shall be given to returning the teacher to his/her former position. Teachers on leave shall be subject to the same reduction in force displacements as any other tenured teacher. A teacher on leave must notify the District in writing of his/her return by March 15th of the year the teacher is on leave. Failure to notify the District in writing by March 15th shall be grounds for the Board to consider that lack of notification a resignation and shall be reported as such at a Board Meeting. Absence of such a letter automatically terminates the teacher's employment and tenure rights. Acceptance of full time employment elsewhere during the term of a leave of absence automatically cancels the leave and terminates employment unless such employment is mutually agreed upon by the Board of Education and the teacher. A teacher who is on a leave of absence for one hundred twenty (120) school days does not advance on the salary schedule for that year and does not acquire a year of service or seniority for that year.

A teacher on leave of absence retains any unused accumulated sick leave usable upon return to regular employment but does not earn additional sick leave until the teacher returns to full time active service.

10. GRIEVANCE PROCEDURE

10.1. Definitions

Any claim made by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement during the term of this Agreement, shall constitute a grievance, except for those sections of the agreement specifically excluded from the grievance procedure.

Any grievance must be filed at the first step within fifteen (15) days of the first occurrence giving rise to the grievance. Failure to file within this time period shall constitute a bar to the processing of the grievance.

All time limits contained herein consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the school term, the time limits shall be doubled. The failure of a teacher(s) or the Association to act within the time limits set forth herein shall act as a bar to any further appeal. The failure of an administrator to render a decision or to meet within the time limits set forth shall permit the teacher(s) or the Association to proceed to the next step. Time limits can only be extended by written, mutual consent. School days as used in this section, shall mean days of scheduled attendance for all pupils.

To constitute an effective filing, a written grievance must contain the following information:

10.1.1. A description of the occurrence giving rise to the grievance, including names, dates, and places necessary for a complete understanding of the grievance.

10.1.2. A listing of the specific provisions of this agreement alleged to have been violated, misinterpreted, or misapplied.

10.1.3. State the remedy required to resolve the grievance.

10.2. Procedure

The parties acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communication. However, if such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

STEP ONE

The teacher(s) or Association shall present the grievance in writing to the Building Principal who will arrange for a meeting to take place with the grievant and a representative of the Association, if any, within five (5) days of the receipt of the written grievance. Within five (5) days of the meeting, the principal shall provide the grievant with a written decision.

STEP TWO

In the event the grievance is not satisfactorily resolved at Step One, the grievant(s) may file the grievance with the Superintendent or his/her official designee, within five (5) days of the receipt of the Step One answer or ten (10) days of the Step One meeting, whichever is later.

Upon receipt of the grievance, the Superintendent shall arrange for a meeting with the grievant and the representative of the Association, if any, to take place within five (5) days. Within five (5) days of the Step Two meeting, the Superintendent shall provide the grievant with a written decision. Each party shall have the right to have present such witnesses as deemed necessary to establish facts pertinent to the grievance.

STEP THREE

If the grievance is not satisfactorily resolved at Step Two the grievant(s) may file the grievance with the School Board, within five (5) days of the receipt of the Step Two answer of ten (10) days of the Step Two meeting, whichever is later. Upon receipt of the grievance, the School Board or a committee of the Board shall arrange for a meeting with the grievant and the representative of the Association, if any, to take place with twenty (20) days. Within ten (10) days of the Step Three meeting, the School Board or committee of the Board shall provide the grievant with a written decision. Each party shall have the right to have present such witnesses as deemed necessary to establish facts pertinent to the grievance.

STEP FOUR

If the grievance is not resolved at Step Three, the grievant and/or the Association may submit the grievance, except Evaluation as outlined in Article VII-Teacher Evaluation, to final and binding arbitration. If a demand for arbitration is not filed within thirty (30) days of the date from the Step Three decision, the grievance shall be deemed withdrawn. The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From the final list, the parties shall alternately strike one name, with the party initiating arbitration striking first, until only one name remains. That individual shall serve as the arbitrator. The arbitrator so selected shall be jointly notified of his/her selection and requested to contact the parties with respect to scheduling the hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to act with regard to striking in turn within thirty (30) days shall constitute a waiver of the right to select an arbitrator. In such a case, the other party shall select an arbitrator from the list and arbitration shall proceed.

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the conditions of this Agreement. It shall be the function of the arbitrator, and he/she shall be empowered, except as his powers are limited below, after due investigation, to make decisions in cases of alleged violation of the specific Articles and Sections of this Agreement.

10.2.1. He/she shall have no power to establish salary structures or change any salary.

10.2.2. He/she shall have no power to rule on any of the following:

- a. The termination of services or failure to re-employ any probationary teacher.
- b. Placing of non-tenure teachers on a third year probation.
- c. The termination of services, or failure to re-employ any teacher to a position on the extra-curricular schedule.
- d. Any claim, or complaint, to which there is another remedial procedure, or forth-established law or regulation, having the force or law including any matters subject to the procedure specified in the Teacher Tenure Act.

10.2.3. He/she shall have no power to change any practice, policy, or rule of the Board not to substitute his judgement for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement, and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains in the reserved rights of the Board.

10.2.4. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any case. In any case an award shall not go back further than the beginning date of this Agreement.

Each party shall bear the full cost for its representation in the arbitration. The costs of the arbitrator and the AAA shall be divided equally between the parties. If either party requests a transcript, the cost of the two (2) transcripts shall be divided equally between the parties. Should the investigation or processing of any grievance during the arbitration phase require that a teacher or a representative be released from his regular assignment as requested by the arbitrator to gather additional information the arbitrator shall order collected, he shall be released without loss of pay or benefits. All documents, communications, and records dealing with the processing of a

grievance shall be filed separately from the personnel files of the participants. Any grievance occurring during the period between the termination date of this agreement and the effective date of the successor Agreement shall not be subject to the provisions of the terminated Agreement or the successor Agreement.

11. NO STRIKE CLAUSE

The Board and the Association recognizes that strikes and all other forms of work stoppages by members of the exclusive bargaining unit are contrary to the continuity of educational programs. The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from good-faith negotiations. The Association therefore agrees that there shall be no strikes, work stoppages, refusal to perform work assignments, or interference with District operations during the term of this agreement.

The Association recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all its members to do so.

In the event of any strike or other concerted action which interferes with the operation of the District, the Board shall take whatever affirmative action is necessary and within its authority to bring about the termination of such interference.

It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action on school property or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations or the District by the Association by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

12. COMPLETE UNDERSTANDING

This Agreement constitutes the full and complete Agreement of the parties, and supersedes and cancels all previous agreements between the Board and Association. Both parties agree that this Agreement may be altered, changed or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement.

The Board and the Association, for the duration of this Agreement, agrees that the other shall not be obligated to bargain collectively with respect to any matter referred to, covered by, or proposed during the negotiation of this Agreement.

13. SEPARABILITY

Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement only to the extent that it is found to violate the law. All remaining Articles, Sections, and Clauses shall remain in full force and effect.

14. RATIFICATION OF AGREEMENT

This Agreement will not be considered binding until such time as the Association has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

15. TERM AND EXECUTION OF AGREEMENT:

This Agreement shall be in effect from August 1, 2006 to July 31, 2010.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives.

Dated the _____ day of _____, 2006

FOR THE EDUCATION ASSOCIATION
OF PLANO, (IEA-NEA Affiliate)

FOR PLANO COMMUNITY UNIT
SCHOOL DISTRICT NO. 88

President

President

Secretary

Secretary

Date

Date

APPENDIX "A"

APPENDIX “B”

APPENDIX “C”

APPENDIX “D”

APPENDIX “E”
CO-CURRICULAR PAY SCHEDULE - 2006-10

Percentages based on: \$31,000 for the School Years 2006-10

	Year 1	Year 2	Year 3	Year 4
HIGH SCHOOL				
Head Football	10.75	11.50	12.25	13.00
Asst. Football	6.75	7.50	8.25	9.00
Head Volleyball	10.25	11.00	11.75	12.50
Asst. Volleyball	6.75	7.50	8.25	9.00
Head Golf	10.25	11.00	11.75	12.50
Asst. Golf	6.75	7.50	8.25	9.00
Head Boys Basketball	10.75	11.50	12.25	13.00
Asst. Boys Basketball	7.75	8.50	9.25	10.00
Heads Girls Basketball	10.75	11.50	12.25	13.00
Asst. Girls Basketball	7.75	8.50	9.25	10.00
Head Wrestling	10.75	11.50	12.25	13.00
Asst. Wrestling	7.75	8.50	9.25	10.00
Head Boys Baseball	10.25	11.00	11.75	12.50
Asst. Boys Baseball	6.75	7.50	8.25	9.00
Head Girls Softball	10.25	11.00	11.75	12.50
Asst. Girls Softball	6.75	7.50	8.25	9.00
Head Track	10.25	11.00	11.75	12.50
Asst. Track	6.75	7.50	8.25	9.00
Bowling	2.50	3.00	3.50	4.00
MIDDLE SCHOOL				
Head Football	4.00	4.50	5.00	5.50
Asst. Football	2.75	3.00	3.25	3.50
Volleyball	3.75	4.00	4.25	5.00
8 th Grade Boys Basketball	6.50	6.75	7.00	7.50
7 th Grade Boys Basketball	6.50	6.75	7.00	7.50
8 th Grade Girls Basketball	6.50	6.75	7.00	7.50
7 th Grade Girls Basketball	6.50	6.75	7.00	7.50
Head Boys Track	3.75	4.00	4.25	5.00
Asst. Boys Track	2.25	2.50	2.75	3.00
Head Girls Track	3.75	4.00	4.25	5.00
Asst. Girls Track	2.25	2.50	2.75	3.00
Wrestling	6.50	6.75	7.00	7.50

	Year 1	Year 2	Year 3	Year 4
CHEERLEADING				
High School Football	4.00	4.50	5.00	5.50
High School Basketball	4.50	5.00	5.50	6.00
High School Wrestling	4.50	5.00	5.50	6.00
Middle School	3.00	3.50	4.00	4.50
ATHLETIC DIRECTOR				
Athletic Director-High School	17.50	20.00	22.50	25.00
Athletic Director-Middle School	7.50	8.50	9.50	10.50
OTHER ACTIVITIES				
High School Band	4.50	5.00	5.50	6.00
High School Choral	2.00	2.25	2.50	2.75
Middle School Music-PP	0.125	0.150	0.175	0.200
Grade School Band-PP	0.125	0.150	0.175	0.200
Madrigals	2.00	2.50	3.00	3.50
High School Dramatics	2.00	2.25	2.50	2.75
Middle School Dramatics	0.50	0.75	1.00	1.25
High School Newspaper	1.75	2.00	2.25	2.50
Middle School Newspaper	1.75	2.00	2.25	2.50
Grade School Newspaper-1 each	1.75	2.00	2.25	2.50
High School Year-with class	2.00	2.50	3.00	3.50
High School Yearbook-without class	5.00	6.00	7.00	8.00
Senior Class Sponsor	1.00	1.50	2.00	2.50
Asst. Senior Class Sponsor	0.50	0.75	1.00	1.25
Junior Class Sponsor	2.00	2.50	3.00	3.50
Asst. Junior Class Sponsor	1.25	1.50	1.75	2.00
Sophomore Class Sponsor	0.75	1.00	1.25	1.50
Asst. Sophomore Class Sponsor	0.50	0.75	1.00	1.25
Freshman Class Sponsor	0.75	1.00	1.25	1.50
Asst. Freshman Class Sponsor	0.50	0.75	1.00	1.25
Student Council-High School	1.50	2.00	2.50	3.00
Asst. Student Council-High School	1.00	1.25	1.50	1.75
Student Council-Middle School	1.25	1.75	2.25	2.75
Asst. Student Council-Middle School	0.50	0.75	1.00	1.25
National Honor Society	0.75	1.00	1.25	1.50
Scholastic Bowl	0.50	0.75	1.00	1.25
Math Contest	0.20	0.30	0.40	0.50
JETS	0.20	0.30	0.40	0.50

High School Science Fair	0.25	0.30	0.35	0.40
	Year 1	Year 2	Year 3	Year 4
Middle School Science Fair	0.25	0.30	0.35	0.40
Grade School Spelling Bee	0.20	0.30	0.40	0.50
Grade School Safety Patrol	0.50	0.60	0.70	0.80
Intramural-2 per season, grades 4-6	0.50	0.60	0.70	0.80
Art Club	1.25	1.75	2.25	2.75
E ² K Coordinator	8%	8.25%	8.5%	8.75%
E ² K	7%	7.25%	7.5%	7.75%
SPARK Coordinator	7.5%	7.75%	8.0%	8.25%
SPARK	6.5%	6.75%	7.0%	7.25%
Mentors	1.25%	1.50%	1.75%	2.00%
Ticket Seller, Takers, Timers, Scorers, Bus Chaperones (per night)	\$22.00	\$23.00	\$24.00	\$25.00
Driver's Education (after school per hour)	\$22.00	\$23.00	\$24.00	\$25.00
After School & Saturday Detention (after school per hour)	\$22.00	\$23.00	\$24.00	\$25.00
Middle School Saturday School (after school per hour)	\$22.00	\$23.00	\$24.00	\$25.00
Middle School Homework Club (after school per hour)	\$22.00	\$23.00	\$24.00	\$25.00