

Patoka Unit School District #100

Teacher Contract

2020 - 2024

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ARTICLE 1

NEGOTIATION PROCEDURES

1.1

Each party shall select its own representatives. The parties pledge that their representative shall have the authority to make proposals, consider proposals, and make concessions in the course of negotiations.

All negotiations shall be closed and shall last two (2) hours. Dates for negotiations shall be set by mutual agreement.

1.2

It is agreed that the parties jointly will request the Federal Mediation and Conciliation Service (FMCS) if either party to the Agreement declares impasse. Should FMCS be unavailable, the Illinois Educational Labor Relations board shall be notified.

1.3

There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the employer and one (1) by the Association.

1.4

Within thirty (30) days after this Agreement is signed, copies of the Agreement shall be published on the district's website for employees to view.

1.5

No later than April, the Board agrees to begin negotiations on a successor agreement.

ARTICLE II

BOARD RIGHTS

2.1 Management Rights

The Board shall not be required to bargain over inherent managerial policy, which shall include the following areas of discretion or policy:

- A. The functions of the Board;
- B. Standards of service;
- C. The board's overall budget;
- D. The selection of new employees; and
- E. The direction of all employees.

2.2

The Board reserves the right to consult with any individuals or group of employees with regards to inherent managerial rights.

ARTICLE III

RECOGNITION

3.1

The Board of Education of School District No. 100, Patoka, Illinois, hereinafter referred to as the "Board," hereby recognizes the Patoka Community Education Association IEA-NEA, hereinafter referred to as the "Association," acting as the exclusive and sole negotiation agent for all regularly employed full- and part-time certified teaching personnel except for: Superintendent, Principal, other administrative and personnel having the authority to hire, transfer, assign, promote, or discipline employees, or having the responsibility to make recommendations, and substitute teachers. Regularly employed part-time teachers employed on a yearly contractual basis shall be in Bargaining unit but have their benefits prorated consistent with their fractional status.

3.2

To preserve rights of employers and exclusive representatives, employers shall be required to bargain collectively with regard to any matter concerning wages, hours, or conditions of employment.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

4.1 **Right of Representation**

When a teacher is required to appear before the Superintendent concerning a matter in which a written record of reprimand is issued which would lead to a teacher's reduction in salary or dismissal, the teacher shall be entitled to have a local representative present. Further, when a teacher is required to appear before the Board, he/she shall be entitled to have an Association representative present for outside consultation.

4.2 **Personnel File**

The official file of all materials related to a teacher shall exist at the Administration Center Office. Each teacher shall have the right to review and copy the contents of said teacher's personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to its contents. The teacher shall acknowledge that he/she has seen such materials by affixing his/her signature and date to the actual copy to be filed. The signature does not indicate agreement with the contents of the materials. The teacher may not remove any materials from said file and must review the contents of his/her file in the presence of the Superintendent or his designee. Teachers can view their personnel file during normal business hours as long as the inspection does not interfere with the operation of the central office.

4.3 **Right to Organize**

Teachers shall have the right to organize, join, or not join the Association, and to participate in negotiations with the Board. The Board of Administration shall not discriminate against any employee with respect to his/her participation in negotiations with the Board or the institution of any grievance.

4.4 **Use of School Buildings**

The local Association shall have the right, upon the approval of the Superintendent, to use the school building for meetings at a time when school is not in session.

Whenever special custodial service is required, the Board may make a reasonable charge for this service.

Use of School Equipment

With the approval of the Superintendent or his/her designee, the local Association shall be allowed the reasonable use of school business equipment, provided that the use of said equipment does not interfere with the instructional and or extracurricular programs. The Association shall purchase all supplies and materials used in the business of the Association. No school equipment shall be used for political purposes.

Mailboxes and Bulletin Boards

The Association shall have the right to use the District mail service and employees mailboxes for Association communications. One (1) bulletin board at each of the District's building shall be designated by the Building principal for the posting of Association communication.

4.5 Association Leave

In the event that the Association desires to send representatives to a state or national conference, these representatives shall be excused with loss of salary. The Association shall be limited to a maximum of two (2) days per school year. No more than two (2) teachers per day shall be excused for said leave. Notification of such leave shall be submitted in writing at least ten (10) schools days in advance of the date of the leave.

4.6 Board Agendas and Financial Information

The President of the Association or his/her designee shall be given notice of all regular and special Board meetings, together with the agendas and/or purpose of the meeting. Notice shall be given of the Board meetings, the twenty-four (24) hour parameter shall be waived, and the President of the Association will be notified as soon as practicable.

The Association President shall be furnished without charge one (1) copy of the following:

- A. The Annual Financial Statement
- B. The Annual Budget
- C. The Annual Audit, and
- D. Unofficial Board Minutes for Open Meetings (minutes shall be give to the President within ten (10) days of the meeting).

4.7 School Code Rights

Whenever any rights or benefits accorded employees under the School Code of the State of Illinois or under other laws and regulations exceed the benefits accorded employees elsewhere in this Agreement, then such rights and benefits shall be incorporated into, and become a part of, this Agreement.

ARTICLE V

WORKING CONDITIONS

5.1 Supervise or Teach During Planning Period

If the Administration requires a teacher to supervise or teach during his/her planning period, the teacher shall be reimbursed Twenty-Five Dollars (\$25.00) per clock hour forfeited.

5.1.1 Study hall teachers shall assume supervision of the students of an absent teacher without additional compensation if the total number of students supervised does not exceed fifty (50)

5.1.2 When the duties of a teacher are expanded or include an additional classroom time beyond teaching work load, he/she shall be compensated using his/her salary for prorating.

5.2 Assignment Changes

Teachers shall be notified in writing of their tentative teaching assignments for the forthcoming year no later than June 30. Exceptions to the rule may be made in the event of an emergency as determined by the administration at that time. If the tentative assignment changes, the teacher will be notified. Teachers who are assigned to teach outside the limits of their teaching certificates shall not be disciplined for such certification deficiency.

5.3 Duty-Free Lunch Period

Every full-time teacher shall be entitled to a duty-free lunch period equal to the regular student lunch period, but not less than thirty (30) minutes in length. The student recess period following the lunch period shall not be included when computing the length of a teacher's lunch period.

5.4 Assignment of Class Sponsorship

Any teacher who teaches two (2) or more high school courses is eligible to be assigned as a high school class sponsor.

5.5 Routine Task and Paperwork Reduction

A committee comprised of an equal number of Board members and teachers selected by the Association may meet at the beginning of each school year to review non-instructional routine duties of teachers and to determine any adjustments needed to provide teachers more time to prepare for lessons and to teach.

5.6 - Parent-Teacher Conferences

Teachers will have input into parent-teacher conference format during the development of the school calendar.

5.7 Assistance for Discipline of Students

Although the Board recognizes that a teacher has the responsibility for the maintenance of discipline within his/her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to a teacher with respect to the enforcement of the District's discipline procedure.

5.8 Complaints Against Teachers

Complaints by a parent or a student about a teacher shall be directed to the teacher's Building Principal. If a conference is needed to resolve the matter, the teacher, the parent, and the Principal will meet.

5.9 Length of the Work Year

The teacher's work year shall be set forth in the Illinois School Code [currently one hundred eighty (180) days].

5.10 Work Hours

The teacher's' normal work year day shall be 7:55 until 3:25 p.m. Monday through Thursday, and 7:55 to 3:00 p.m. on Fridays. On early dismissal days and Fridays teachers may leave immediately after buses depart except for school improvement days.

ARTICLE VI

PAID LEAVES

6.1 Sick Leave

Regular certificate staff shall be entitled to twelve (12) days of sick leave per year. Unused sick leave shall accumulate with no maximum, since the state of Illinois is now allowing teachers to use up to two years of sick leave to count toward retirement.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death of a family member or friend. The Superintendent and/or designee shall monitor the use of the employee's sick leave.

After an absence of three (3) days for personal illness, the employee may be required to furnish a physician's certificate of treatment.

Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent and/or designee. The superintendent, at any time, may request a physician's statement from an employee suspected of abusing sick leave.

6.1.1. Teachers are expected to notify the Principal of their inability to report to work because of illness. The Principal will provide teachers with telephone number(s) to use for calls. Teachers are encouraged to call before 5:45 a.m. whenever possible.

6.2 Notice of Accumulated Sick Days

Each teacher shall be given written notice at the start of the school year of the total number of accumulated sick days.

6.3 Sick Leave Use

The teacher may use his/her sick leave to recover from his/her illness or disability, which shall include, in part, all disabilities caused by pregnancy, miscarriage, childbirth, or recovery there from.

6.4 Personal Leave Days

Employees shall have the use of three (3) personal leave days per school year subject to the following:

- A. Teachers will be paid the current substitute rate for each personal day which they do not use during the semester, with a maximum of three (3) days. Teachers will give one (1) week notice for personal days, emergencies excepted. Unused personal days can accumulate (see 6.4.2) and personal days can be turned into sick days. Teachers shall have the option of using a personal day in lieu of a sick day.
- B. No days shall be used immediately before or after a holiday unless prior approval is granted by the Superintendent or Principal.
- C. No more than two (2) employees per building may be granted personal leave for the same day. The Building Principal may waive the two (2) employee restriction based on the availability of acceptable substitute teachers.

6.4.1 Teachers may request a fourth personal day with the payment of the substitute teacher to be deducted from the teacher's pay if one is not available to the teacher, even if no substitute is hired.

6.4.2 Employees will have the option to roll over two (2) personal days to the following year in order to accumulate up to five (5) personal days.

6.5 Visitation to View Other Teachers

Each teacher may request an opportunity for visitation to view other techniques that relate to the teacher's performance of his/her job with approval of the Administration.

6.6 Sick Days as Bereavement Days

A teacher may use sick leave days as bereavement days for the funeral of a close friend or a family member not listed under the provisions of the school code.

6.7 Bereavement Leave

Each employee shall be granted two (2) bereavement days with pay per occurrence to be used in the event of the death of the employee's immediate family:

For purposes of this section , "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. 105 ILSC 5/24-6

Bereavement leave shall not accumulate and is not transferable. Bereavement day(s) taken pursuant to this clause shall not be deducted from sick leave.

ARTICLE VII

FRINGE BENEFITS

7.1 Sheltering Teacher Retirement Contributions

According to the authority granted by the Pension Reform Act of 1975, Section 414(h)(2) of the Internal Revenue Code, the Board agrees to pay the Teacher Retirement System on behalf of each teacher, from the established compensation schedule, 9.0% of earnings reflected for each teacher.

The Board will continue to pay to TRS from future established compensation schedules, on behalf of each teacher, the required percentage of the teacher's respective gross schedule earnings. Should any of the above be declared 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.

7.2 Insurance

For the school years 2017-2018, the insurance increment will be Six Hundred fifty (\$650) dollars per month for each full-time teacher. Part-time employees shall receive the insurance benefits based on their fractionalized employment status. It is agreed by the parties that the Egyptian Area School Employee Benefit Trust shall be the insurance carrier for the duration of this Agreement.

Teachers may receive, in lieu of the Board's contribution toward insurance, payment in salary or may participate in the District's annuity program. Employee has to have proof of insurance through another means provided that those means do not create tax penalty or payment for the district. Those who elect not to participate in the District's insurance programs shall inform the District's office by August 31 of their intention to either participate in the annuity program or receive the Board's insurance contribution in salary. Any liability due the Illinois Teachers Retirement System due to the Board's participation in the above cafeteria plan shall be borne by the individual teacher. Eligibility in the District's insurance program shall be determined by the insurance carrier. In addition, once an employee chooses one (1) of the above options, the employee will not be allowed to change such option for the remainder of the school year.

7.3 Life Insurance

Subject to the approval of the carrier, the Board shall pay the cost of a Ten thousand and 00/100 Dollars (\$10,000) life insurance policy for each teacher.

7.4 Retirement Incentive Plan

Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District with twenty (20) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District; or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District; and
3. Have at least 10 years of service with the District.

The District may require proof of eligibility.

Definitions

For purposes of this Article, nonexempt TRS creditable compensation (earnings) shall be defined by TRS rules and include (but are not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

Plans

One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to June 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the

salary schedule and for the final year of employment the employee's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the employee's nonexempt TRS creditable earnings for the prior year of employment.

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

Two Year Plan

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

Example: An employee gives his/her irrevocable letter of retirement prior to June 1, 2015, stating he/she will retire on June 30, 2017. The employee's nonexempt TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's nonexempt TRS creditable earnings for the 2015-2016 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's nonexempt TRS creditable earnings for the 2016-2017 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$).

Three Year Plan

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

Example: An employee gives his/her irrevocable letter of retirement prior to June 1, 2015, stating he/she will retire on June 30, 2018. The employee's nonexempt TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's nonexempt TRS creditable earnings for the 2015-2016 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's nonexempt TRS creditable earnings for the 2016-2017 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's nonexempt TRS

creditable earnings for the 2017-2018 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

Four Year Plan

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

Example: An employee gives his/her irrevocable letter of retirement prior to June 1, 2015, stating he/she will retire on June 30, 2019. The employee's nonexempt TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's nonexempt TRS creditable earnings for the 2015-2016 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's nonexempt TRS creditable earnings for the 2016-2017 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The employee's nonexempt TRS creditable earnings for the 2017-2018 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The employee's nonexempt TRS creditable earnings for the 2018-2019 school year will be \$50,499.78 (i.e., $\$47,640.64 \times 1.06 = \$50,499.78$).

Once an employee meets the threshold eligibility requirements as stated above, the employee must retire by the close of the school year that he/she first gains eligibility. The employee must submit his/her irrevocable letter of resignation/retirement to the Board of Education by June 1 of the school year prior to his/her retirement under the one (1) year plan, by June 1 two (2) years prior to his/her retirement under the two (2) year plan, by June 1 three (3) years prior to his/her retirement under the three (3) year plan, and by June 1 four (4) years prior to his/her retirement under the four (4) year plan. An employee who becomes eligible cannot defer eligibility to a future date. Eligibility occurs only once. Failure to retire at the close of the school year the employee first gains eligibility will forever foreclose the teacher from the benefits of this Retirement Incentive provision for the remainder of the employee's employment with the District.

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from, is removed from or does not perform duties for which the employee was compensated the previous year (i.e.,

Schedule B, extended contract and/or stipends), the employee's nonexempt TRS creditable earnings will be adjusted accordingly.

Example: The employee's nonexempt TRS creditable earnings from the 2014-2015 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2014-2015. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 nonexempt TRS creditable earnings for the 2015-2016 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the employee resigns from his/her coaching position before the start of the 2015-2016 school year. The employee's nonexempt TRS creditable earnings for the 2015-2016 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter or retirement, provided the employee returns to the Board any nonexempt TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

Limitation on TRS Nonexempt Creditable Compensation

When an Employee has thirty (30) years of TRS creditable service, the Employee's nonexempt creditable TRS earnings, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall not exceed the amounts specified hereinafter.

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

7.5 Teacher's Health Insurance Security (THIS)

The current rate of the Teacher's Health Insurance Security (THIS) shall be deducted from the teacher's gross pay over nine months.

ARTICLE VIII

TEACHER EVALUATION

8.1

A teacher shall be given an opportunity to write any objections he/she may have concerning any evaluation on the teacher's personal file. Such objections shall be attached to the evaluation report and shall be signed and dated by the teacher.

8.2

The evaluation procedure shall include a pre-observation conference (formal evaluation), at least one (1) observation pursuant to ISBE Regulations, and a post-observation conference (formal evaluation).

8.3

All formal observations of classroom work of each teacher shall be conducted in person and with the full knowledge of the teacher.

8.4

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

8.5

Observations shall not be scheduled during the first ten (10) full teaching days or the last ten (10) teaching days of the school year.

8.6

The Procedures for remediation as outlined in the Illinois School Code shall be followed if a teacher is placed on remediation.

8.7

A committee comprised of equal representation selected by the Association shall continue to review and revise the evaluation plan.

ARTICLE IX

EXTRA PAY AND SALARY SCHEDULE

9.1 **Duty Assignment**

School duties shall be assigned on a rotating basis.

9.2 **Salary Schedule**

The salary schedule shall be set forth in writing. A copy of this salary schedule shall be sent to each teacher within thirty (30) days after the schedule has been established.

The salary shall be paid in twelve (12) installments. Each installment shall be paid on or about the 15th of each month.

9.3 **Summer School**

Teachers who teach summer school shall be paid at the rate of Twenty-Five and 00/100 Dollars (\$25.00) per clock hour.

9.4 **Professional Growth**

Teachers who earn credit in graduate course/professional development as approved by the Principal/Superintendent may be advanced horizontally on the salary schedule, provided the following requirements have been met.

- A. The teacher shall present a request for course subject or entire degree program to the superintendent in advance of registering for the course or enrolling in the graduate degree program.
- B. The Superintendent may accept or reject a course for any or all of the following:
 - a. Its pertinence to the area of education; or
 - b. Its relevance to the subject(s) taught.
- C. When a request for course subject approval is submitted to the Superintendent, said request shall be granted or rejected within twenty (20) calendar days of its submission. If the request is rejected, the superintendent shall notify the teacher in writing of the reasons for the rejection.

- D. Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement:
 - a. All hours must be earned from an accredited institution of higher learning.
 - b. Satisfactory completion of a course must be demonstrated by either a grade card or other writing bearing the course instructor's signature submitted to the Superintendent by September 5; and
 - c. An official transcript from the institution must be on file in the District's Administration Office as soon as it becomes available.
- E. Teachers shall be advanced at the appropriate earned step on the salary schedule only at the beginning of the academic year; and
- F. Course included in a Superintendent-approved master's degree program will be accepted for advancement on the salary schedule. The Superintendent may accept or reject a program based on the criteria set forth in section. 9.5-B.
- G. College or computer training course, approved by the Superintendent, may be used for advancement on the salary schedule.

9.5 Payment for Graduate Hours or Computer Training

The Board will pay up to One Hundred Fifty and 00/100 Dollars (\$150) per semester hour, for up to twelve (12) semester hours per calendar year of approved course work taken and completed. Courses must have the Superintendent's approval and earn a grade of "A" or "B" or receive a "Pass" in the event such courses are only evaluated on semester hours of approved class work during the employment of the teacher in the Patoka CUSD # 100.

The above contractual item is applicable for courses taken after July 1, 2003.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definitions

- A. Any claim by the Association or any teacher that here has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits shall consist of school days (not including holidays) except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

10.2 Procedures

Parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

- A. The grievant shall present the grievance in writing within twenty-two (22) days of occurrence of the event giving rise to the grievance, (or within 22 days from the date the teacher has knowledge of the event giving rise to the grievance), specifying the article and clause alleged to have been violated and stating the remedy sought to the Principal. The Principal shall provide a written answer to the grievance of the aggrieved teacher with ten (10) days after the receipt of the grievance.
- B. If the grievance is not resolved at Step A, the aggrieved may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place with ten (10) days of the receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.
- C. If the grievant is not satisfied with the answer at Step B, the grievant may submit the grievance to the Board of Education within ten (10) days to be discussed at the next

regular Board meeting. Within ten (10) days of the meeting, the grievant shall be provided with the Board's written response, including the reasons for the Board's decision.

- a. The grievant may request a closed hearing.
- b. Neither the Board nor the Grievant shall be permitted to assert any grounds or evidence, which was not disclosed to the other party forty-eight (48) hours previously.
- c. If the Association is not satisfied with the disposition of the grievance at Step C, or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Arbitration Rules of the American Arbitration Association, which shall act as administrator of the proceedings.
 - i. The arbitrator, in to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement this opinion, shall not amend, modify, nullify, ignore, or add.
 - ii. Each party shall bear the full costs for its representation in the grievance procedure.
 - iii. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
 - iv. Each party shall share equally the cost of the arbitrator and A.A.A.

10.3 Failure to Act

- A. Failure of the teacher or the Association to act on a grievance within the prescribed time limits will bar any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step.

- B. Any investigation, handling or processing of any grievance by the grievant shall be conducted so that the instructional programs and related work activities of the grievant or the teaching staff shall not be interrupted.
- C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee and the Superintendent.
- D. Class grievances involving one (1) or more teachers or one (1) or more supervisors and grievances involving administrators above the building level may be initially filed by the Association at Step B.
- E. The Board acknowledges the right of the teachers to have a local Association representative present, if the grievant requests one, at Step A and B, and any Association representative, if the grievant requests one, at Step C. No teacher shall be required to discuss any grievance if the Association representative is not present, if one is requested.
- F. No reprisals shall be taken by the Board or Administration against a teacher because of his/her participation in a grievance.
- G. With the Superintendent's approval, the Grievant and the local representative may be released from his/her assignment with loss of pay or benefits to attend meetings specified in Section 10.2.A-C.
- H. All records related to a grievance shall be filed separately from the personnel files of the teachers.
- I. A grievance may be withdrawn at any level without establishing precedent.
- J. If the Association or any teacher first files any claim or complaint in any form other than under the grievance procedure of the Association, then the Board shall not be required to proceed with said claim or set of facts through the grievance procedure.

ARTICLE XI

Deduction of Dues

11.1 **Deduction of Dues For Bargaining Unit Members**

Pursuant to written authorization of the Employee, the Board will deduct Association dues in the amount determined by the Association from earnings paid to the Employee. The Association is responsible for all dues authorizations and/or revocations, and shall inform the District of those Employees for which dues are authorized to be deducted.

In the event of any legal action or unfair labor practice charge against the Board, brought in a court or before the IELRB, by the reason of any action taken by the Board in complying with the provisions of this article (Deduction of Dues), the Association agrees to indemnify and hold harmless the Board from any liability, including attorney's fees, provided such liability did not arise from willful misconduct.

The Board agrees to give the Association timely notice of any legal action specified in this section. The Board will cooperate with the Association and its counsel in making relevant information available to said parties, if legal action occurs against the Association.

The Board shall remit said deducted dues to the Association within ten (10) calendar days following the pay period deduction. The remittance will include the names of all Bargaining Unit Employees and indicate the amount of dues, initiation fees, or other fees paid by each Employee.

ARTICLE XII

EFFECT OF THE AGREEMENT

12.1 Effect

The terms and conditions set forth in this Agreement represent the full understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

12.2 Terms

The terms and conditions of the Agreement will be reflected in the individual contracts.

12.3 Savings Clause

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

12.4 No Strike

The Association agrees that it, during the period of Agreement, will not directly or indirectly engage or assist in a strike.

12.5 Terms of the Agreement

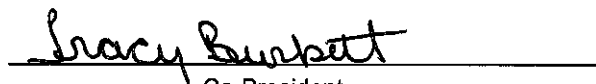
This Agreement shall be effective August 13, 2018 and shall continue in effect until August 12, 2020.

This Agreement is in witness thereof:

For the Patoka Community
Education Association



Co-President

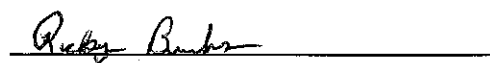


Co-President

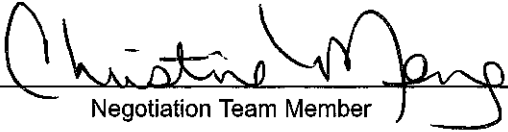
For the Board of Education
Patoka Community Unit
District No. 100



President



Secretary


Negotiation Team Member

Patoka Salary Schedule
2020-2021

Tenure Amount								
900	2.50%	Base + 725						
	36091	902						
Old Step 980	Bachelors	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1065	36993	37718	38443	39168	39893	40618	41343	42068
1	38058	38783	39508	40233	40958	41683	42408	43133
2	39123	39848	40573	41298	42023	42748	43473	44198
3	40188	40913	41638	42363	43088	43813	44538	45263
4	42153	42878	43603	44328	45053	45778	46503	47228
5	43218	43943	44668	45393	46118	46843	47568	48293
6	44283	45008	45733	46458	47183	47908	48633	49358
7	45348	46073	46798	47523	48248	48973	49698	50423
8	46413	47138	47863	48588	49313	50038	50763	51488
9	47478	48203	48928	49653	50378	51103	51828	52553
10	48543	49268	49993	50718	51443	52168	52893	53618
11	49608	50333	51058	51783	52508	53233	53958	54683
12	50673	51398	52123	52848	53573	54298	55023	55748
13	51738	52463	53188	53913	54638	55363	56088	56813
14	52803	53528	54253	54978	55703	56428	57153	57878
15	53868	54593	55318	56043	56768	57493	58218	58943
16	54933	55658	56383	57108	57833	58558	59283	60008
17	55998	56723	57448	58173	58898	59623	60348	61073
18	57063	57788	58513	59238	59963	60688	61413	62138
19	58128	58853	59578	60303	61028	61753	62478	63203
20	59193	59918	60643	61368	62093	62818	63543	64268
21	60258	60983	61708	62433	63158	63883	64608	65333
22	61323	62048	62773	63498	64223	64948	65673	66398
23	62388	63113	63838	64563	65288	66013	66738	67463
24	63453	64178	64903	65628	66353	67078	67803	68528
25	64518	65243	65968	66693	67418	68143	68868	69593
26		66308	67033	67758	68483	69208	69933	70658
27			68098	68823	69548	70273	70998	71723
28			69163	69888	70613	71338	72063	72788
29				70953	71678	72403	73128	73853
30					72743	73468	74193	74918
31					73808	74533	75258	75983

Patoka Salary Schedule
2021-2022

Tenure Amount								
900	2.50%	Base + 725						
	36993	924						
Old Step 980	Bachelors	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1065	37917	38642	39367	40092	40817	41542	42267	42992
1	38982	39707	40432	41157	41882	42607	43332	44057
2	40047	40772	41497	42222	42947	43672	44397	45122
3	41112	41837	42562	43287	44012	44737	45462	46187
4	43077	43802	44527	45252	45977	46702	47427	48152
5	44142	44867	45592	46317	47042	47767	48492	49217
6	45207	45932	46657	47382	48107	48832	49557	50282
7	46272	46997	47722	48447	49172	49897	50622	51347
8	47337	48062	48787	49512	50237	50962	51687	52412
9	48402	49127	49852	50577	51302	52027	52752	53477
10	49467	50192	50917	51642	52367	53092	53817	54542
11	50532	51257	51982	52707	53432	54157	54882	55607
12	51597	52322	53047	53772	54497	55222	55947	56672
13	52662	53387	54112	54837	55562	56287	57012	57737
14	53727	54452	55177	55902	56627	57352	58077	58802
15	54792	55517	56242	56967	57692	58417	59142	59867
16	55857	56582	57307	58032	58757	59482	60207	60932
17	56922	57647	58372	59097	59822	60547	61272	61997
18	57987	58712	59437	60162	60887	61612	62337	63062
19	59052	59777	60502	61227	61952	62677	63402	64127
20	60117	60842	61567	62292	63017	63742	64467	65192
21	61182	61907	62632	63357	64082	64807	65532	66257
22	62247	62972	63697	64422	65147	65872	66597	67322
23	63312	64037	64762	65487	66212	66937	67662	68387
24	64377	65102	65827	66552	67277	68002	68727	69452
25	65442	66167	66892	67617	68342	69067	69792	70517
26		67232	67957	68682	69407	70132	70857	71582
27			69022	69747	70472	71197	71922	72647
28			70087	70812	71537	72262	72987	73712
29				71877	72602	73327	74052	74777
30					73667	74392	75117	75842
31					74732	75457	76182	76907

Patoka Salary Schedule
2022-2023

Tenure Amount								
900	2.75%	Base + 725						
	37917	1042						
Old Step 980	Bachelors	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1065	38959	39684	40409	41134	41859	42584	43309	44034
1	40024	40749	41474	42199	42924	43649	44374	45099
2	41089	41814	42539	43264	43989	44714	45439	46164
3	42154	42879	43604	44329	45054	45779	46504	47229
4	44119	44844	45569	46294	47019	47744	48469	49194
5	45184	45909	46634	47359	48084	48809	49534	50259
6	46249	46974	47699	48424	49149	49874	50599	51324
7	47314	48039	48764	49489	50214	50939	51664	52389
8	48379	49104	49829	50554	51279	52004	52729	53454
9	49444	50169	50894	51619	52344	53069	53794	54519
10	50509	51234	51959	52684	53409	54134	54859	55584
11	51574	52299	53024	53749	54474	55199	55924	56649
12	52639	53364	54089	54814	55539	56264	56989	57714
13	53704	54429	55154	55879	56604	57329	58054	58779
14	54769	55494	56219	56944	57669	58394	59119	59844
15	55834	56559	57284	58009	58734	59459	60184	60909
16	56899	57624	58349	59074	59799	60524	61249	61974
17	57964	58689	59414	60139	60864	61589	62314	63039
18	59029	59754	60479	61204	61929	62654	63379	64104
19	60094	60819	61544	62269	62994	63719	64444	65169
20	61159	61884	62609	63334	64059	64784	65509	66234
21	62224	62949	63674	64399	65124	65849	66574	67299
22	63289	64014	64739	65464	66189	66914	67639	68364
23	64354	65079	65804	66529	67254	67979	68704	69429
24	65419	66144	66869	67594	68319	69044	69769	70494
25	66484	67209	67934	68659	69384	70109	70834	71559
26		68274	68999	69724	70449	71174	71899	72624
27			70064	70789	71514	72239	72964	73689
28			71129	71854	72579	73304	74029	74754
29				72919	73644	74369	75094	75819
30					74709	75434	76159	76884
31					75774	76499	77224	77949

Patoka Salary Schedule
2023-2024

Tenure Amount								
900	3.00%	Base + 725						
	38959	1168						
Old Step 980	Bachelors	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
1065	40127	40852	41577	42302	43027	43752	44477	45202
1	41192	41917	42642	43367	44092	44817	45542	46267
2	42257	42982	43707	44432	45157	45882	46607	47332
3	43322	44047	44772	45497	46222	46947	47672	48397
4	45287	46012	46737	47462	48187	48912	49637	50362
5	46352	47077	47802	48527	49252	49977	50702	51427
6	47417	48142	48867	49592	50317	51042	51767	52492
7	48482	49207	49932	50657	51382	52107	52832	53557
8	49547	50272	50997	51722	52447	53172	53897	54622
9	50612	51337	52062	52787	53512	54237	54962	55687
10	51677	52402	53127	53852	54577	55302	56027	56752
11	52742	53467	54192	54917	55642	56367	57092	57817
12	53807	54532	55257	55982	56707	57432	58157	58882
13	54872	55597	56322	57047	57772	58497	59222	59947
14	55937	56662	57387	58112	58837	59562	60287	61012
15	57002	57727	58452	59177	59902	60627	61352	62077
16	58067	58792	59517	60242	60967	61692	62417	63142
17	59132	59857	60582	61307	62032	62757	63482	64207
18	60197	60922	61647	62372	63097	63822	64547	65272
19	61262	61987	62712	63437	64162	64887	65612	66337
20	62327	63052	63777	64502	65227	65952	66677	67402
21	63392	64117	64842	65567	66292	67017	67742	68467
22	64457	65182	65907	66632	67357	68082	68807	69532
23	65522	66247	66972	67697	68422	69147	69872	70597
24	66587	67312	68037	68762	69487	70212	70937	71662
25	67652	68377	69102	69827	70552	71277	72002	72727
26		69442	70167	70892	71617	72342	73067	73792
27			71232	71957	72682	73407	74132	74857
28			72297	73022	73747	74472	75197	75922
29				74087	74812	75537	76262	76987
30					75877	76602	77327	78052
31					76942	77667	78392	79117

DUTY	2020/2021	2021/2022	2022/2023	2023/2024
SENIOR CLASS SPONSOR	448	457	466	475
HIGH SCHOOL CLASS SPONSOR (9-11)	148	151	154	157
JUNIOR HIGH SCHOOL CLASS SPONSOR (7-8)	148	151	154	157

HIGH SCHOOL SPONSORSHIPS				
FFA SPONSOR	1546	1577	1609	1641
FCS SPONSOR	663	676	690	704
YEARBOOK SPONSOR	1590	1622	1654	1687
PROM SPONSOR	336	343	350	357
STUDENT COUNCIL SPONSOR	643	656	669	682
ART CLUB SPONSOR	137	139	142	145
SCIENCE CLUB SPONSOR	137	139	142	145
ATHLETIC DIRECTOR	3056	3117	3179	3243

HIGH SCHOOL SPORTS				
HS BASEBALL COACH (PER SEASON)	2220	2264	2309	2355
HS ASST. BASEBALL COACH (PER SEASON)	1480	1510	1540	1571
HS BASKETBALL COACH	5112	5214	5318	5424
HS ASST. BASKETBALL COACH	2959	3018	3078	3140
HS CHEERLEADING COACH	2392	2440	2489	2539
HS TRACK COACH	2220	2264	2309	2355
HS ASST. TRACK COACH	1115	1137	1160	1183
HS VOLLEYBALL COACH	3700	3774	3849	3926
HS ASST. VOLLEYBALL COACH	1854	1891	1929	1968
HS SCHOLAR BOWL COACH	1181	1205	1229	1254
HS ASST. SCHOLAR BOWL COACH	605	617	629	642

JUNIOR HIGH SPORTS				
JH BASEBALL COACH	2220	2264	2309	2355
JH ASST. BASEBALL COACH	1115	1137	1160	1183
JH SOFTBALL COACH	2220	2264	2309	2355
JH ASST. SOFTBALL COACH	1115	1137	1160	1183
JH BASKETBALL COACH	3700	3774	3849	3926
JH ASST. BASKETBALL COACH	1854	1891	1929	1968
JH CHEERLEADING COACH	1851	1888	1926	1965
JH TRACK COACH	2220	2264	2309	2355
JH ASST. TRACK COACH	1115	1137	1160	1183
JH VOLLEYBALL COACH	2220	2264	2309	2355
JH ASST. VOLLEYBALL COACH	1115	1137	1160	1183
JH SCHOLAR BOWL COACH	1047	1068	1089	1111
JH ASST. SCHOLAR BOWL COACH	448	457	466	475
PEE-WEE BASKETBALL COACH	1344	1371	1398	1426
PEE-WEE CHEERLEADING COACH	741	755	770	785