COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE PEARL CITY BOARD OF EDUCATION
AND THE
PEARL CITY FEDERATION OF TEACHERS

2020-2021
2021-2022
2022-2023

THE PEARL CITY BOARD OF EDCUATION AND THE PEARL CITY FEDERATION OF TEACHERS ENTER INTO THIS CONTRACT WITH THE UNDERSTANDING THAT THE STUDENTS OF PEARL CITY COMMUNITY SCHOOL DISTRICT WILL BE ONE OF THE MAIN BENEFACTORS OF SAID COLLECTIVE BARGAINING AGREEMENT

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ARTICLE I RECOGNITION AND REPRESENTATION

1.1 Parties to the Agreement

This Agreement is made and entered into this 19th day of February 2020 by and between the Board of Education of the Community Unit District #200, Stephenson County, Illinois hereinafter referred to as the "Board" and the Pearl City Federation of Teachers, Local 4002, AFT/IFT, AFL-CIO, hereinafter referred to as the "PCFT" pursuant to and in compliance with the Illinois Educational Labor Relations Act, Public Act 83-1014.

1.2 Recognition, Jurisdiction and Scope

A. For the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment, the Board recognizes the PCFT as the sole and exclusive representative for all full-time and regularly employed part-time certified teachers of School District #200.

B. The Board agrees not to negotiate with any other employees' organization with regard to items contained in this Agreement unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement. It is understood and agreed, however, that the Board, Administration, individual employees or group of employees in the District retain their right to discuss problems relating to educational matters which are beyond the scope of salaries and the terms covered by this Agreement.

1.3 Conformity to Law

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section, or clause of this Agreement, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

ARTICLE II PCFT-BOARD RELATIONS

2.1 Right to Representation

The PCFT agrees to represent equally and without prejudice, all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.

2.2 PCFT/Superintendent Meetings

The Superintendent shall meet, upon request of either party, with a representative of the PCFT to discuss matters relating to the implementation of this Agreement.

2.3 PCFT-Principal Meetings

The Principal of each school shall meet, upon request of either party, with a representative of the PCFT to discuss matters relating to the implementation of this Agreement.

2.4 Information to the PCFT

The Board shall furnish the PCFT President with the following documents as they are received, completed, or compiled.

A. Board Agendas

B. Official minutes of the Board meetings
C. Monthly budget summaries
D. Board policy manual
E. Annual auditor's report and management letter
F. Current fiscal year budget
G. Statistical information, not including teachers' names, pertaining to teacher step placement, salary lane placement, and extended service placement.
H. Faculty lists including home addresses and listed telephone numbers. The list of new teachers hired shall be given to the PCFT by September of each year and names and addresses of persons employed after that date shall be made available on a monthly basis

2.5 Meetings, Notices and General Information

The PCFT shall have the right to use the IMC for meetings provided that such meetings do not interfere with instructional and/or extra-curricular programs. Any out of ordinary expenses, as a result of said meeting(s), will be reimbursed to the District by the PCFT. The PCFT may use teacher school mailboxes and teacher lounge bulletin boards for PCFT matters, and the Superintendent shall be given a copy of all open communications. The PCFT shall be allowed reasonable use of computers and office equipment. The PCFT will pay for all consumable materials used. No school equipment shall be removed from the premises without permission or used for political purposes.

2.6 Dues Check Off

The Board shall deduct from the regular paycheck of each teacher from whom it receives written authorization to do so, the required amount of PCFT dues. The dues and a list of employees from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper PCFT officer no later than thirty (30) days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the teacher by written notice to the Superintendent and PCFT President.

2.6.5 Indemnification

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or forms of liability that shall rise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union.

2.7 District Directory

The PCFT and its officers shall be listed in the District Directory.

2.8 PCFT Representation

The PCFT president or his/her designee, when it is necessary and have so informed the Superintendent, may have the last fifteen (15) minutes of teacher institute days to make announcements, give brief reports, and elicit opinions and concerns of the faculty.

ARTICLE III MANAGEMENT RIGHTS

3.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains 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 and of the United States, including, but without limiting the generality of foregoing the right:

A. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;
B. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services including entering into contracts with private vendors for services;
C. To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such employees;
D. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations; and
E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board in adoption of policies, rules, regulations and practices in furtherance thereof, specific and express items of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE IV NO STRIKE PROVISION

4.1 No Strike

Educational employees shall not engage in a strike except under the following conditions:

A. They are represented by an exclusive bargaining representative;
B. Mediation has been used without success;
C. At least 10 days have elapsed after a notice of intent to strike has been given by the exclusive bargaining representative to the educational employer, the regional superintendent and to the Illinois Educational Labor Relations Board;
D. The collective bargaining agreement between the educational employer and educational employees, if any, has expired; and
E. The employer and the exclusive bargaining representative have not mutually submitted the unresolved issues to arbitration.

If, however, in the opinion of an employer a strike is or has become a clear and present danger to the health or safety of the public, it may initiate in the circuit court of the county in which such danger exists an action for relief which may include, but is not limited to, injunction. The court may grant appropriate relief upon the finding that such clear and present danger exists. An unfair practice or other evidence of lack of clean hands by the educational employer is a defense to such action except as provided for in this sub-paragraph.

ARTICLE V CONDITIONS OF EMPLOYMENT

5.1 School Calendar and Year

The school year for all teachers shall consist of the recommended ISBE pupil attendance requirements. A representative from the PCFT will present the Board of Education a proposed school calendar annually.

5.2 Employee Workday

The intended normal employee workday shall consist of the following unless otherwise provided for in this agreement:

A. Specific Workday
The employee workday will be from 7:45 a.m. to 3:30 p.m. This includes 15 minutes prior to school starting for students and 20 minutes after students leave. With administrator approval, employees could leave earlier. On Fridays, teachers will be allowed to leave at 3:15 pm after the buses have gone.

B. Lunch Period
The employee workday shall include at least a thirty (30) minute duty free lunch period.

C. Secondary Planning Period
High school and Junior high teachers will be granted a planning period equal in length to
a regular class period.

D. Elementary Planning Period
At a minimum elementary teacher shall be assured a daily planning period equivalent to the number of consecutive minutes as an elementary P.E. class period. There shall be no change in the minimum planning time for elementary teachers during the term of this agreement.

E. End of Day
Teachers shall be free to leave for the day after their professional responsibilities have been met.

F. Extended Contract – Counselor
Shall be allowed five days prior to the first day of the school year for which she/he can take compensatory days during the school year. The guidance counselor may use up to five days at the end of the school year and receive compensation for those days at a rate 1/180 of his/her salary per day.

G. Compensation – Librarian
The high school librarian may receive compensation for summer work. Requests will be reviewed annually by the board due to district needs.

H. Compensation School Nurse
The school nurse will receive one day (1/180) his/her salary worked before the beginning of the school year. They shall be allowed two (2) days prior to the first day of the school year for which she/he can take compensatory days during the school year.

I. Extended Contract – FFA/Agriculture
The FFA/Agriculture instructor will receive ten (10) days, (10/180) his/her salary to fulfill related duties during the summer concluding the completed school year. The FFA/Agriculture instructor may be compensated for up to an additional twenty (20) days, upon approval of the superintendent, during the summer concluding the completed school year for related duties. These days will be compensated at a rate of 1/180 of his/her salary per day.

J. Secondary Workload

Every effort will be taken by the administration to limit the number of classes taught to six, at the secondary level. Study hall is not included in the six classes.

K. Special Education IEP Writing

Special Education certified staff shall receive (3) three days compensatory time during the school year to write IEP's. If a case load rises to 21-25 students, the case manager will receive (1) one additional day and if a case load rises to 26-30 students the case manager will receive (2) two additional days. These days are IEP writing days to be done at the school without any student responsibility.

L. Alternate Schedule for School Improvement Days

During the four regular scheduled School Improvement days, the following JH/HS schedule will be implemented: Day 1 – periods 1-4, Day 2 periods 5-8, Day 3 periods 1-4, Day 4 periods 5-8. Note – that the elementary schedule is not affected by this schedule change.

M. Institute Work Time

On Teacher Institute/School Improvement days, teachers will be given at least thirty (30) minutes of work time to work in their classroom/work space. This work cannot be assigned by the administration and is up to the individual teacher to decide what needs to be done. This thirty (30) minutes cannot be used for Pearl City Federation of Teacher meetings. PCFT will be able to meet for fifteen minutes or longer with Administrative approval

N. Trips

Any trip outside of the school day, excluding FFA, must be board approved. Teachers will not be required to plan, organize, or fundraise for a trip that takes part outside of the school day unless the teacher makes an official request to the Board.

O. Flex Schedule (Early Bird Classes)

A teacher who would volunteer to "Flex" their schedule to accommodate a class conducted before the normal school day would be required to be in attendance from 6:45 am to 2:30 pm. There would be no additional compensation for teaching this class. Parameters of the class, to include class size and length of class, will be determined by the administration and teacher.

5.3 Student Grades

The responsibility and prerogative for assigning grades to student's rest with the classroom teacher. The administration shall not change any grade recorded by a teacher without the said teacher's knowledge. Teachers will also update student grades each week on the district's grading software program.

5.4 Internal Substituting

Every effort shall be made to secure substitutes to assume the duties of regularly employed teachers in their absence. For emergency situations (when no substitute is available) each school shall maintain a list of teachers who would be willing to substitute during their preparation period. Assignments requested by the administration for a teacher to cover another teacher's class shall be completed by the building administrator. Should it be necessary for a teacher to teach, during his/her preparatory period due to the unavailability of a substitute teacher, such teacher shall be compensated at a rate of $20.00 per period of substitution. The required paperwork shall be the responsibility of the administrator (i.e the teacher does not have to request to be paid).

Teachers will not be asked to substitute during their regularly scheduled class time or outside their contracted duties. In the event two teachers are regularly assigned to the same classroom at the same time, and a substitute can not be secured for the absent teacher, the remaining teacher will be compensated at the appropriate fraction of the substitute rate but at no less than 1/8 X 1/180 X base salary per period of substitution.
This section shall not apply to those teachers who are scheduled for more than one preparation period per day. The Board reserves the right to assign substitute teaching duties during those other preparation periods.

In the event there is not an adequate number of volunteer internal substitutes, management reserves the right to designate or assign the responsibility.

5.5 Student Discipline

The parties agree that the employee has the primary responsibility for maintenance of discipline within the classroom. The administration, however, recognizes its responsibilities within Board Policy to assist the employee in maintenance of control and discipline. "Assist" is to be interpreted as follows: Extreme cases shall be taken to the Building Principal and mutual follow-up shall be made between teacher, Building Principal and the pupil. The Building Principal will offer suggestions and recommendations to help the employee resolve the problem. The ultimate responsibility for maintaining discipline, however, will remain with the employee. Final action, if necessary, shall be left with the Building Principal and/or the Superintendent. The decision of the administration will not be subject to the grievance procedure. As required by the Illinois School Code, Chapter 105 ILCS 5/24-24 Maintenance of Discipline, a teacher may use reasonable force as needed to maintain safety for the other students and may remove a student from the classroom for disruptive behavior.

5.6 Personnel

The official file of all materials related to an employee shall exist at the Administrative Center Office. Each employee shall have the right to review the contents of said employee's personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents. The employee may review his/her file upon reasonable notice to the Superintendent and/or his/her designee during the regular hours established for the Central Office. An employee shall be informed of material being placed in the employee's file which is derogatory to an employee's conduct or service. The employee shall acknowledge that he/she has seen such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate agreement with the content of the materials. The employee may not remove any materials from said file, however, copies of materials shall be made for the employee (at his/her expense) if requested.

Any documents or the contents thereof relating to teacher evaluation and performance and all materials placed in a teacher's file by an administrator will be respected by the teacher and administrator as confidential vis-a-vis students and the general public except as may be required by the teacher or by the Board in bringing charges.

5.7 Personnel – Maintaining Certification

Teachers are responsible for maintaining their certification with the Illinois State Board of Education.

The District will provide the following at each of the professional development trainings offered by the District. 1) Agenda, 2) CPDU provider sheet for all qualifying professional development, and 3) a copy of the scanned sign in sheet via email after the training.

5.8 Notification of Assignments

In the event changes in work assignments are required, the employee affected shall be notified promptly, in writing.

5.9 Vacancies, Promotions and Transfers

The Superintendent will post in all school buildings a notice of all vacancies in positions as they occur. Except in the case of an emergency, no vacancy shall be filled until such vacancy shall have been posted for at least five (5) working days. During holidays and the summer, these notices shall be mailed to each employee. A teacher's written request for re-assignment to teach a different grade level or subject in which a vacancy occurs shall be considered by the appropriate administrator(s). Serious consideration will be given by administrators to situations in which qualified teachers mutually agree to exchange teaching assignments. Denial of such requests shall be made in writing. In the event involuntary transfers are necessary, the employee(s) affected by such involuntary transfer shall receive first consideration in a subsequently requested transfer.

5.10 Teacher Physicals

Teachers shall not be required to have routine physical exams after initial employment.

5.11 Committee/Faculty Meetings

The administration shall make an effort to limit the number of required committee/faculty meetings before and after school. Teachers/certified staff are expected and required to attend one (1) faculty meeting per month outside the school defined day except in months when there is a planned Teachers Institute or School Improvement Day, in which meetings will be held during these planned days. Administration may hold a Faculty or Committee meeting on months, when necessary, when there are School Improvement Days, as long as, the meeting falls within the employees work hours. Teachers/certified staff also will be expected to attend one (1) "Meet the Teacher Night" at the beginning of the school year, and one (1) Open House. Parent Teacher Conferences are considered part of the school day. The administration shall make every effort to limit the number of committee meetings and to include using the twenty (20) minutes at the conclusion of each day as much as possible.

5.12 Class Size

When determining elementary class size, the following guidelines will be used:

K-2 24 (split at 25)
3-6 27 (split at 28)
Special Education – Administration will flex the grade levels of special education certified staff to even the case load of each teacher. When utilizing classroom aides for other duties, a substitute will be hired for the day.

The listed guidelines will be utilized through the first 15 days of school. After the 15th day of school, the district will maintain each class size unless an elementary class has incurred a 20% increase.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 Definition

A grievance shall mean only a complaint that there has been an alleged violation or misapplication of any of the specific provisions of this agreement and that such grievance must be filed fifteen (15) days from the time of the original occurrence or when a person would reasonably have become aware that such an alleged violation had occurred.

6.2 General Provisions

A. Presentation of Grievance

Every teacher covered by this agreement shall have the right to present grievances in accordance with these following procedures. The written information contained in the filed grievance shall include:

1) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
2) A list of the provisions of this agreement which are alleged to have been violated or misapplied;
3) A listing of specific actions requested of the administration which will remedy the grievance.

B. Representation

No teacher at any stage of the formal grievance procedure will be required to meet without a PCFT representative.

C. No Reprisals

A teacher who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.

D. Copies of Testimony and Material

The teacher shall have a copy of all testimony and all material submitted by other parties concerned in the grievance.

E. Grievance Initiation

A grievance may be initiated and/or conducted by:

1. A teacher in his/her behalf;
2. A teacher accompanied by a PCFT representative;
3. The PCFT, as an organization in the event the alleged violation does not affect an individual but rather the PCFT as an organization; and
4. The PCFT on behalf of an individual.

F. Definition of Days

All reference to days shall mean school days, except that between the end of the school year and the beginning of the next school year, days shall mean week days.

G. Stage 1 Bypass

If the PCFT and the Superintendent agree, a grievance may be brought directly to stage two.

H. Bypass to Arbitration

If the Superintendent and the PCFT agree, a grievance may be submitted directly to arbitration.

6.3 Procedure

Any teacher may at any time present grievances to the administration without the intervention of the PCFT provided that the PCFT has been given the opportunity to be present at all meetings beyond the building level.

The failure of a teacher or the PCFT to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) or PCFT to proceed to the next step. Time limits may be extended only by mutual agreement.

Hearings and conferences held under this procedure shall be conducted by mutual agreement.

6.4 Informal Conference

Before a grievance is filed, a sincere attempt should be made to resolve any differences informally between the aggrieved and the principal or whomever the grievance is against.

6.5 Formal Procedure for Adjustment of Grievances

A. First Stage

The filing of the grievance at the first stage must be within fifteen (15) school days of the original occurrence of the grievance. The meeting with the principal, or appropriate District representative, will take place within five (5) school days of the receipt of the written grievance. The principal, or appropriate District representative who has authority to make a decision on the grievance, shall make such decision and communicate it in writing within five (5) school days after the meeting, to the teacher, Superintendent and the PCFT President.

B. Second Stage

In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved teacher and his/her PCFT designee will file within five (5) school days of receipt of the principal's written decision or answer at the first stage, a letter to the Superintendent requesting a meeting. Within five (5) school days after such written grievance is received by the Superintendent, the aggrieved, the principal, and/or the Superintendent or his/her designee, will meet to resolve the grievance. The Superintendent will file an answer within five (5) school days for the second stage grievance meeting and will communicate it in writing to the teacher, principal and PCFT President.

C. Third Stage

If the grievance is not resolved satisfactorily to the grievant and the PCFT after the second stage, there shall be a third step of impartial arbitration. The PCFT may submit in writing, within fifteen (15) days of the Superintendent's decision, a request to enter into such arbitration.

D. Selection of an Arbitrator

The parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of five (5) arbitrator's names and qualifications. The panel shall have arbitrators who are members of the National Academy of Arbitrators. Either party may reject one (1) list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two (2) names and the other party shall then strike (2) names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.

E. Expenses of Arbitration

The Board and PCFT shall share all expenses incurred equally. It is understood that such expenses will be limited to the arbitrator's fee and the court reporter's fee. If either party requests a transcript from the court reporter, the cost of the transcript is the responsibility of the party requesting such document, unless both parties agree to split the cost for the transcript. Any legal expenses incurred should be paid for by the party engaging the legal counsel.

F. Powers of the Arbitrator

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, 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 terms and/or conditions of this Agreement.

ARTICLE VII EVALUATION

All teacher evaluations shall be conducted in accordance with the provisions of the Illinois School Code, in current form and as amended by subsequent legislation or administrative rule.

7.1 Evaluation Tool

The evaluation tool will be provided to the certified staff at the beginning of each school year.

7.2 Professional Development

All newly hired certified staff will receive professional development on the evaluation process and tool.

7.3 Informal Evaluation

When an informal evaluation is conducted and "if they are going to be used in the evaluation" feedback must be provided within 10 school days.

7.4 Needs Improvement Rating

The provisions of the school code, in current form and as amended by subsequent legislation or administrative rule define this category under PERA. A teacher receiving this rating has the option to request a union representative be present during the development of the required professional development plan. In addition, the District will provide the funding of any professional development plan requirements.

7.5 Unsatisfactory Rating "Plan Development"

The provisions of the school code, in current form and as amended by subsequent legislation or administrative rule define this category under PERA. The Pearl City Federation of Teachers will provide a roster of potential consulting teachers (teachers who are tenured and in group 3 or 4) to the District from which the district must choose. In addition, the District will provide the funding of any professional development requirements.

7.6 Constructive Assistance and Deficiencies

The evaluator shall provide the teacher with constructive assistance to improve the quality of instruction as well as a written statement of any deficiencies. Suggestions for improving deficiencies shall be offered by the evaluator, and followed up in a timely manner.

7.7 Number of Evaluations

A. Tenured Teacher – who has received an "Excellent" or "Proficient" performance evaluation rating in his or her last performance evaluation be observed at least twice during the two-year evaluation cycle, with at least one observation being formal.
B. Tenured Teacher – who has received an "Needs Improvement" or "Unsatisfactory" performance evaluation rating in his or her last performance evaluation be observed at least three times during the school year following such evaluation rating, with at least two observations being formal.
C. Non-tenured teacher – be observed at least three times, with at least two observations being formal.

7.8 Second Evaluator

If a teacher receives an 'Unsatisfactory" rating the teacher may request another Pearl City School District evaluator for a second formal evaluation within 10 school days of the receipt of the first formal evaluation.

ARTICLE VIII LEAVES

8.1 Sick Leave/Advancement (Emergency)

The Board shall grant each full-time teacher with 0-15 years of experience twelve (12) paid sick leave days each school year, each full time teacher with 16-24 years of experience fourteen (14) paid sick leave days each school year and each full time teacher with 25 or more years of experience fifteen (15) paid sick leave days each school year. Years of experience shall be years employed with the Pearl City School District. The Board shall grant each part-time teacher ten (10) paid sick leave days each school year prorated to the number of hours the part-time teacher is employed each day. If any teacher does not use the full amount of annual sick leave, the amount shall accumulate to a maximum of 340 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in one's immediate family or household. Immediate family shall mean parents, spouse, brother, sister, children, grandchildren, grandparents, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians or upon the superintendent's approval.

Employees shall receive notice of the number of accumulated sick leave days at the commencement of each school year. Sick days will be applied during the term of the contract. (This is not retroactive) The minimum period of sick leave that may be applied is one-quarter (1/4) day.

A. Sick Leave Advancement – When a teacher has used all his/her sick days, due to prolonged illness as outlined in 8.1 Sick Leave, he/she may borrow up to their yearly total as defined in 8.1 Sick Leave, to be allotted him/her the next school year. A request to borrow these days shall be made in writing to the superintendent.

The terms for borrowing from the sick leave bank are as follows:

1. No more than the yearly total as outlined for the individual according to the guidelines in 8-1 Sick Leave.
2. Days advance to the teacher during any school year shall be repaid on the first day of school the following year.
3. If a teacher leaves the district still indebted to the bank, he/she must reimburse the district $1/180^{th}$ of the teacher's salary for each outstanding day. The teacher shall be required to sign a contract agreeing to liability for repayment.

8.2 Professional Leave

Reasonable expenses for food, travel, registration, and lodging, shall be capped at $500 for reimbursement. Receipts for all expenses claimed shall be turned into the administration for review before reimbursement is approved. Certified staff may be compensated for one (1) professional development workshop/training per school year of their choice. A workshop/training may consist of multiple days.

Certified staff will be compensated at a rate of fifty dollars ($50) per day for attending professional development at the request of administration outside the school calendar year or if the professional development is outside the school defined work day during the calendar year.

8.3 Maternity Paternity, and Adoption, Leave

A teacher may request maternity, paternity, and adoption leave in accordance to FMLA. See section 8-9.

It is the responsibility of the employee to assure that the proper notification is on file in the Superintendent's office and sick leave will not be granted until such notification from the physician has been received.

In the event leave is foreseeable, such as leave taken for the birth of a child, the employee must provide at least thirty (30) days advance written notice.

If the employee exhausts all of her accumulated and current sick leave and has not been released by her doctor to return to work the situation will be treated as leave without pay.

The Parent Protection and Affordable Care Act (P.L. 111-148, known as the "Affordable Care Act") amended section 7 of the Fair Labor Standards Act ("FLSA") to require employers to provide "reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has need to express the milk. "Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk." See 29 U.S.C 207 ®.

8.4 Uncompensated Sick Leaves of Absence

Any teacher or certified personnel who becomes ill or physically incapacitated and who has used all accumulated sick leave during any school year, shall be granted an uncompensated leave of absence for the duration of said school year. In case of any disagreement between the teacher and the Board of Education as to the necessity of such leave of absence, the Board of Education may require the certificate of a medical doctor of the Board's choice giving evidence of such disability and the evidence of the doctor shall be final. All accrued medical fees for this examination shall be paid by the Board.

8.5 Personal and/or Emergency Leave

Each teacher shall be granted two (2) personal days at full pay per school year for the purpose of personal business.

Notification for such personal leave shall be made to the principal at least forty-eight (48) hours before taking such leave, except in the case of an emergency. Personal leave will not be granted during Parent/Teacher conferences and during the first five (5) or last five (5) attendance days of the school year except under the following conditions: family weddings,

family graduation, legal business, or for specific circumstances approved by the Superintendent or Board. No more than an aggregate of four (4) advance notice personal leave days will be allowed in the district in any one (1) week unless approved by the superintendent. Unused personal and/or emergency leave days for any employee as of June 30 each year shall be added to said employee's accrued sick leave.

8.6 Other Leaves of Absence

Upon the recommendation of the Superintendent and/or his/her designee, leave of absence for an extended period of time may be granted by the Board. Any employee desiring a leave of absence without pay must submit to the Superintendent, an application in writing at least seventy-five (75) calendar days before the desired date of the commencement of the leave. In emergency cases, the Superintendent may waive the seventy-five (75) calendar days if, in his/her judgment, the employee submits in writing an explanation with proper verification and/or documentation indicating the events, occasions or occurrences beyond the control of the employee who requested that the seventy-five (75) day period be waived.

A. Reasons for Leave

A leave of absence for an extended period of time may be granted to teachers for any of the following reasons or purposes: illness, military in accordance with the Military Leave of Absence Act and the Public Employee and Services Rights Act, professional study, government or professional service, educational growth, parental leave and for such other reasons which, in the judgment of the Superintendent, may be recommended to the Board for approval.

B. Duration of Leave

Under this policy, no leave shall exceed one (1) year unless an extension thereof is requested by the employee in writing and recommended by the Superintendent and approved by the Board of Education. Any request for an extension must be submitted to the Superintendent no later than ninety (90) calendar days prior to the end of the school year during which the employee is on leave. In no event shall any employee be granted an unpaid leave of absence in excess of two (2) years.

C. Rights on Leaves

Any teacher on leave authorized by the Board shall be accorded the opportunity, if the carrier approves, to maintain at their expense the insurance benefits to which an employee would have been entitled were the employee regularly employed.

D. Notification of Intent to Return

Notification of intention to return to the employment of the school district from an unpaid leave of absence shall be made in writing to the Superintendent at least sixty-five (65) calendar days prior to the end of the school year preceding the expected return. Failure to notify the Superintendent, in writing, shall be deemed a resignation.

E. Conditions Upon Return

Employees returning from an unpaid leave of absence shall be placed on the salary schedule at the same place (in terms of years of service, not in additional hours) that they occupied at the beginning of the leave unless they shall have completed teaching at least ninety (90) days of the current year. In the latter case, employees shall be granted one-half (1/2) year's credit on the salary schedule if the partial year of service started before the commencement of the leave. Employees returning from an unpaid leave of absence shall resume their duties only at the beginning of the school year unless otherwise recommended by the Superintendent and approved by the Board. Prior to the approval of any leave request pursuant to this clause, the

Superintendent and/or the Board may require that the employee submit proper documentation such as statements of a physician, admission of higher learning, or approval by the proper agency of adoption. Upon expiration of the leave and upon presentation of evidence satisfactory to the Board of Education manifesting compliance with the conditions of the leave, the employee shall be returned to a position within the school district, however, not necessarily at the same building and/or position formerly occupied.

8.7 Bereavement Leave

The Board will allow the use of one (1) sick leave day (per occurrence) for the death of a close friend or relative other than immediate family. In special circumstances the superintendent may allow the use of additional sick leave days for bereavement purposes.

8.8 P.C.F.T. Business Leaves

Business leaves will be granted if the P.C.F.T. desires to send no more than two (2) representatives per meeting to local, state, or national meetings. These representatives shall be excused without loss of salary or leave days provided the P.C.F.T. reimburses the employer for the cost of the substitutes. These days may be used on a fractional basis provided the administration is given three (3) days notice of intent to do so. No more than two (2) days shall be granted per representative per year.

8.9 Family Medical Leave of Absence

The FMLA entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
    - the birth of a child and to care for the newborn child within one year of birth;
    - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
    - to care for the employee's spouse, child, or parent who has a serious health condition;
    - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
    - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;"

      or

    - Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

ARTICLE IX REDUCTION IN FORCE

9.1 Reduction - Attrition

When the Board of Education deems it necessary to reduce the number of teachers in the District because of reasons such as, but not limited to, declining enrollments, inadequate finance, the elimination of programs, or consolidation, every effort will be made to make reductions through attrition.

9.2 Reduction - School Code

All certified staff reductions in force, bumping, and recall shall be conducted in accordance with provisions of the Illinois School Code, in current form and as amended by subsequent legislation or administrative rule.

9.3 Seniority

For the purpose of this Article, shall be defined as the length of continuous service within the District. Said service shall be computed from the first day of current uninterrupted employment within the District. The "first day" shall be defined as the day upon which duties are performed.

If a tie occurs in seniority in any of the four groupings the following steps will be applied to determine the Reduction in Force order for the specified group.

1. Date of hire by the Pearl City Board of Education
2. Total years of service in all schools taught
3. Last Evaluation Rating
4. Signed contract date by employee

ARTICLE X FRINGE BENEFITS

10.1 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Board of Education agrees to pay the amount due to the Teacher Retirement System from the established compensation schedule to the Teacher Retirement System on behalf of each teacher. The Board will continue to pay to Teacher Retirement System from future established compensation schedules, on behalf of each teacher, the amount due to Teacher Retirement System and shelter said amount for tax purposes. If the TRS percentage contribution on creditable earnings increases, the PCFT and School Board agree to open up the contract to negotiate changes. 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.

For teachers with more than 25 years of service, teachers shall be limited to a 6% increase in the teacher's total creditable earnings over the prior year's total creditable earnings.

10.2 Insurance

A. Hospitalization/Major Medical Insurance

The Board shall pay the single coverage premiums for each employee. Each employee shall have the option of choosing between PPO or HSA coverage. If HSA is chosen by the employee, the HSA savings account will be funded equally to the premium of the PPO. Each employee may choose to contribute additional dollars toward the HSA savings account. These additional contributions would be employee

paid. Each employee shall have the option to purchase dependent insurance coverage and have these premiums deducted from his/her salary. A committee composed of three teachers from the PCFT and three Board members will meet to reevaluate insurance options. The purpose of the committee will be to review and select an insurance plan with a cost increase of five (5) percent or less. The decision of the committee is binding for that school year.

The board will provide all the dollars that would be placed into the HSA accounts to the certified staff electing HSA by September 1 of each year. If a teacher would leave before the end of the year, the resigning teacher's final paycheck would be reduced by the prorated amount determined by the days remaining in the contract year to make up the difference in HSA contribution.

The District will implement a Health Reimbursement Account (HRA) account, which will increase the deductible. Each employee is only responsible for $500 of the deductible with the District paying $501 up to the new deductible if used by the employee.

B. Life Insurance

Each employee shall receive a Board-paid thirty thousand ($30,000) dollar life insurance policy.

10.3 Pay Periods

Salaries shall be divided equally over twenty-six (26) payments with checks being issued biweekly on Friday. During the school year, when the Friday is a holiday or a teacher non-attendance, day checks will be issued one (1) business day prior to that Friday.

10.4 Sheltering Dependent Insurance Premiums

Each employee may designate a portion of his/her compensation for each contract year as salary reduction contributions to the extent an employee so elects to pay the employee's share of the cost of coverage under any existing Board sponsored health, medical, single/dependent dental or hospitalization insurance plan for employees; provided however, that salary reduction contributions for any employee shall not exceed the total cost of dependent coverage, which will be established prior to the renewal date in any contract year. This amount may be adjusted by the Board if there is a change in the cost of the particular type of coverage selected by an employee. An employee may not change coverage during a contract year because of a change in the cost of coverage.

Salary reduction contributions shall reduce the employee's compensation ratably on each payday during the contract year.

An employee's initial benefit election shall be made as part of his Application to Participate. Thereafter, an employee may change this benefit election for a subsequent contract year by providing written notice thereof to the Board on a form acceptable to the Board at least fifteen (15) days prior to the first day of the contract year for which such change is to be effective. An employee's benefit election for any contract year shall be irrevocable during the contract year, except for automatic adjustment provided hereinabove and except that in the event that there is a change in an employee's martial status or number of dependents or there is a termination of employment of the employee's spouse, an employee shall be entitled to change his/her benefit election in a manner that is consistent with such change in

marital, dependent, or employment status, by providing written notice thereof to the Board, on a form acceptable to the Board. Any such change shall be effective for the latter of (a) the first day of the first calendar month beginning not less than thirty (30) days after the date such employee's written notice is received by the Board or; (b) the first day of the first calendar month in which such change occurs.

10.5 Salary Compensation/Longevity Bonus (Years of Service)

Salary of Teachers- Effective 2020-2021 school year, the base starting salary (Including TRS) for all first year teachers and teachers under the base starting salary shall be $37,076. For the 2021-2022 school year the base starting salary (Including TRS) shall be $37,076. The base salary (Including TRS) for the 2022-2023 school year for first year teachers shall be $40,000.

All currently employed teachers that are over the 2020-2021 base salary shall receive the following increases on their previous year's individual salary:

2020-2021: 3%
2021-2022: 3%
2022-2023: 3%

10.5.5 Salary Credit for Salary Movement

Teachers will receive salary increase on their individual salary of $1000 when they reach the following degree and graduate levels due to graduate level coursework-

BS16, MS, MS16, MS32, MS54/PHD

Each teacher will be allowed one experience level increment yearly. Coursework not related to a master's degree will not be applied to the salary credit when the teacher acquires a master's degree (example Bachelor 16 and will not become MS16).

To receive the increase, the teacher shall make a written request and receive written approval/disapproval prior to the official start of a class to be used for salary advancement. Requests are to be submitted to the Superintendent's Office on forms available from the District office. Work shall be in a program leading to a degree or in the teaching area of the proposed additional teaching area or of a significant value to the district of professional advancement of significance to the district.

Certified staff will receive a one-time payment of a longevity bonus upon reaching the following years of service:

a. Upon completion of 20 years of service, he/she would receive a $250 bonus.
b. Upon completion of 25 years of service, he/she would receive a $300 bonus.
c. Upon completion of 30 years of service, he/she would receive a $400 bonus.

10.6 Co-Curricular Compensation Schedule

Co-Curricular Compensation Schedule is attached and identified as Appendix B.

10.7 Tuition Reimbursement

The Board shall pay up to three hundred (300) dollars per credit hour tuition, limited to six (6) hours for each year of the contract. This program will commence upon a teacher reaching tenured status. To receive the increase, the teacher shall make a written request and receive written approval/disapproval prior to the official start of a class to be used for salary advancement. Requests are to be submitted to the Superintendent's Office on forms available from the District office. Work shall be in a program leading to a degree or in the

teaching area of the proposed additional teaching area or of a significant value to the district of professional advancement of significance to the district.

10.8 Day Off Without Pay

If a teacher's request for leave without pay is approved, the teacher shall be docked at the rate of 1/180 of his/her annual teaching salary excluding any extracurricular pay.

10.9 T.H.I.S. Payments

The Board shall pay the T.H.I.S. contribution for all teachers.

10.10 Coursework not related to a master's degree will not be applied to the salary credit when the teacher acquires a master's degree (example Bachelor's +24 and will not become Master's + 24).

10.11 Retirement Incentive (RI)

A. An eligible retiring teacher will receive a salary increase in each of their final two years of service of 5% (Year One 5%; Year Two 5%) of total creditable earnings (reported to TRS) relative to the teacher's prior year's total creditable earnings. In no event will the District pay to the teacher more than a 5% increase in total creditable earnings during the final two years of service.
B. To be eligible, the teacher must have taught full time in the Pearl City Community Unit School District for a minimum of fifteen (15) years and the teacher must be eligible to retire under the Illinois Teacher Retirement System and receive an immediate benefit. No teacher may receive this incentive unless they have sufficient service credit, and/or age credit with the Illinois Teacher Retirement System to exempt the District from the payment of any penalty or additional amount to the Teacher Retirement System.
C. To receive the incentive, the eligible teacher must submit a binding, irrevocable letter of retirement to the Board of Education no later than August 1 prior to the start of their final two years of employment in the District.
D. If legislation is passed that "prohibits post retirement educator bonuses" the PCFT agrees to meet with the board to address the law. If the law includes a grandfather clause for existing contracts, then the present language will remain in effect for the entire contract.

10.12 Overload Compensation

Overload for an extra classroom responsibility would be equal to 1/8 of base salary. An overload shall be defined as more than 6 preps or having to give up their prep. Study Hall is not considered a prep.

10.13 Sick Day Incentive

Certified staff will receive a $100 incentive bonus if they use 0-2 days of sick leave and dock days combined during the school year. This incentive will be handed out on the last day of school in the current school year.

10.14 Longevity Bonus – (Illness, Death or other Related Health)

If a teacher resigns a position with the Pearl City School District during the school year due to illness, death, or some other related health issue after completing fifteen (15) years of service but is not retiring, they will receive a longevity bonus of $50/year of service. Example – 18 years of service is $900 (18 x $50).

ARTICLE XI EFFECT OF AGREEMENT

12.1 Effective Dates and Negotiations

This Agreement shall become effective on August 19, 2020 and shall continue in effect until August 19, 2023. The PCFT negotiating team shall initiate the negotiation process with the Board of Education no later than January 2023. The Agreement may be continued by mutual consent.

12.2 Contract - Agreement and Limitations

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. It is understood that all rights, powers and authority of the Board not specifically limited by the language of this Agreement are retained by the Board. The Board shall take no action which will violate any of the specific provisions of this Agreement.

12.3 Memorandum of Understanding

If, during the term of this Agreement, the Illinois State Board of Education or the State of Illinois, due to Educational Reform Movements, causes the full and complete understanding of the terms and conditions set forth in this Agreement to change, the Union and the Board agree to convene negotiations on the specific subject matter immediately for the sole purpose of bringing this Agreement into compliance. Any changes/modifications of this agreement may be attained only through written mutual consent of the parties.

12.4 To Wit:

This Agreement is signed this 19th day of February, 2020 in witness thereof:

FOR THE PEARL CITY FEDERATION OF TEACHERS, AMERICAN FEDERATION

Ashley Moon

FOR THE BOARD OF EDUCATION OF C.U. SCHOOL DISTRICT #200

Chad Brenner

Amy Fiehl

Nicole E. Shuffey

Wayne Crachenberger

APPENDIX A

CO-CURRICULAR COMPENSATION SCHEDULE

Activity/Position	Base Pay %
Football - Varsity Head Coach	13
Football - Assistant Coach	8
Football - Fresh-Soph Coach	8
Football - 8th Grade Coach	5
Football - 7th Grade Coach	5
Football Cheerleading - Assistant High School Coach	3
Volleyball - Varsity Head Coach	13
Volleyball - Fresh-Soph Coach	8
Volleyball - 8th Grade Coach	5
Volleyball - 7th Grade Coach	5
Basketball - Varsity Head Coach	14
Basketball - Fresh-Soph Coach	10
Basketball - 8th Grade Coach	5
Basketball - 7th Grade Coach	5
Baseball	10
Baseball - Assistant Coach	5
Softball	10
Softball - Assistant Coach	5
Track	10
Golf	10
Golf - Assitant Coach	5
Speech - Varsity Head Coach	6
Speech - Assistant Coach	4
Academic Team	6
Academic Team - JV Coach	4
FFA Director	10
Musical - High School Director	6
Musical - High School Assistant Director	3
Musical - Instumental Director *	2
Play - High School Director	4
Play - High School Assistant Director	3
Pearlanna	4
Howler *	2
Band - HS (Pep Band & Contests)	4
Chorus - HS (Show Choir & Contests)	4
Operetta *	2
Student Council *	2
National Honor Society *	1
Class Advisor - Senior *	1
Class Advisor - Senior *	1
Class Advisor - Junior *	2
Class Advisor - Junior *	2
Class Advisor - Sophomore *	1.5
Class Advisor - Sophomore *	1.5
Class Advisor - Freshman *	0.5
Class Advisor - Freshman *	0.5
Class Advisor - 8th Grade	1
Class Advisor - 8th Grade	1

Art Program *	1
K-8 Yearbook Coordinator *	0.5
Foreign Language *	1

An Additional 1% will be added to each increment after every five years of experience.
(Experience does not have to be within the district)
* - These positions are not eligible for longevity stipends