

MARISSA C.U.S.D. 40

and

MARISSA EDUCATION ASSOCIATION

MASTER CONTRACT

2007-2010

**ARTICLE I
RELATIONSHIPS**

- A. The Board of Education of Marissa Community Unit School District #40, St. Clair and Washington Counties, Illinois, hereinafter referred to as the “Board” having recognized the Marissa Education Association, hereinafter referred to as the “Association,” as the exclusive and sole negotiating agent for all regularly employed certificated teachers in District #40.
- B. The Board agrees not to alter the terms and conditions herein through negotiating with any teacher individually during the duration of this Agreement on matters contained in the contract.
- C. The parties agree that the provisions of this Agreement shall be equally administered over all teachers as defined in Article I, Section D.
- D. Teachers as the term is hereinafter used, shall refer to all certified employees of the district except paraprofessionals, managers, supervisors, including but not limited to Superintendent, assistant superintendent, principals, assistant principals, confidential, short-term and student employees.
- E. The provisions contained in Article II, Section D, shall apply to tenured employees only.

**ARTICLE II
ASSOCIATION AND TEACHER RIGHTS**

- A. Teachers shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their own choice.
- B. Nothing contained herein shall be construed to deny any teacher rights he may have under the School Code of Illinois or under other applicable laws and regulations.
- C. The Board shall not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or in negotiations with the Board.
- D. Rules and regulations governing teacher conduct shall be reasonable, and enforcement of teacher discipline shall be fair and exercised for just cause.
- E. The Marissa Education Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business on school property at all reasonable times provided that such business does not interfere with or interrupt normal school operations and with permission of building principal or his representative at least two days before desired usage. No more than once a month, teachers who have to travel to an Association meeting shall be released five minutes after students are released.
- F. When a teacher is required to appear before an administrator concerning any matter which could adversely affect their terms and conditions of employment as a teacher or which could result in a disciplinary action, the Teacher should:

**ARTICLE II
ASSOCIATION AND TEACHER RIGHTS**

1. Be given at least twenty-four (24) hours prior notice of the meeting, including the time and place of the meeting and the nature of the meeting, unless the reason for the meeting involves the safety and well being of a student(s) and/or other employees, and
2. Be entitled to have a representative of the Association present to advise him/her during the meeting.

If the Administration is considering a letter of reprimand, the teacher will have the right to respond to the reprimand in the form of a written response that will become an addendum to the reprimand and placed in the teacher's file with the letter of reprimand.

- G. Within thirty (30) days of the ratification of the Agreement, sufficient copies will be prepared by the Board and delivered to the Association for distribution to each teacher in the District; the cost of the preparations to be shared jointly by the Board and the Association.
- H. The Board agrees not to negotiate with any organization or individual employee for the duration of this Agreement, unless that organization is a successor of the Marissa Education Association.
- I. Association personnel may participate in payroll deductions for tax-sheltered annuities, credit union deductions, and Association dues upon written authorization by the employee. Employee must request in writing to the Board bookkeeper, the amount of deduction(s), address where deduction(s) is to be forwarded and inclusive dates of the deduction(s). All requests for deductions must be in the Board office by September 10 of each school year.
- J. Every employee shall have access to all materials in his/her personnel file by appointment during the normal business hours and in the presence of a designated employee of the Board. A designated representative of the employee's choosing may inspect an employee's file; if written approval by the employee is given to the Superintendent. No employee shall remove any material from a personnel file. However, employees may obtain copies of materials placed in their personnel file.
- K. All dues shall be paid to the Association by the Board no later than fifteen (15) days following deduction. The Association shall notify the administration to whom such payments are to be made.
- L. Association officers and members shall not use time or materials of the board in the transaction of Association business.
- M. Each new teacher will receive and sign a contract prior to the first Student Attendance Day. If the teacher is employed after the start of the school year, then they will receive a signed contract within five (5) working days after the Board approves hiring them in a Regular/Special Board meeting.
- N. Each new teacher will receive a current copy of the Master Agreement between the Board of Education and the Marissa Education Association prior to the first Student Attendance Day. If the teacher is employed after the start of the school year, they will receive a signed contract within five (5) working days after the Board approves hiring them in a Regular/Special Board meeting.

**ARTICLE II
ASSOCIATION AND TEACHER RIGHTS**

- O. A copy of the Board's Official Policy Manual will be given to the Association President and one copy will be placed in the library and teacher's workroom in each building. It shall be the responsibility of the Association President, building representative, and the school librarian to keep the manuals updated. Starting with the 04-05 School Year, changes in existing policy shall be given to each teacher, Association President, building representative, and school librarian, within five (5) working days after the Board approves the policy or policy revision. The Association President shall be notified prior to any Board action concerning a new policy or policy revision.

**ARTICLE III
COMPLAINTS**

- A. A teacher may be informed, upon his request, as to the identity of any personal complaint by a parent initiated against that teacher. The Board or Administration may not take any adverse action against an employee until which time the Board or Administration has notified the employee of the identity of the parent who initiated the complaint.

**ARTICLE IV
LEAVES**

- A. Ten (10) days sick leave will be granted per year, with three hundred forty (340) days being the maximum number of sick days allowed. A part-time teacher shall have sick days prorated.

During the current school year, sick days used will be deducted from the annual allotment. If the teacher is sick more than the annual allotment the extra days used will be taken from the balance of sick days starting with the first year of employment.

There shall be no loss of days accumulated before this agreement.

- B. The Board shall grant each employee three (3) days of personal leave without loss of pay and without permission except on Monday and Friday or days before or after holidays where prior approval of the Superintendent is required. Except in the case of any emergency, written notice must be given to the building Administrator four (4) working days in advance. The number of personal days granted per building will be left to the discretion of the building principal. In case of an emergency one day of sick leave could be used as a personal leave day if the three personal leave days have been used. Only two (2) unused days will accumulate as sick leave. Employees shall refrain from using personal leave during the first and last week of school.

ARTICLE IV LEAVES

C. The Board shall grant two noncumulative bereavement leave days, with the approval of the Superintendent, to each employee. Any extra bereavement days shall be deducted from the teacher's accumulated sick leave. Any sick days used for family bereavement, as described in the Illinois School Code, can be exchanged at the end of the school year for unused noncumulative bereavement days by written request to the Superintendent.

D. Leaves:

1. Leaves of absence may be granted without pay to tenured employees with approval of the board for no more than one (1) year. Leaves shall be of the shortest duration to meet the needs of the District and the applicant. Both Board and MEA agree to abide by the provisions of the Federal Family Leave Law which specifically apply to public school educators, but neither party shall diminish employee rights and benefits established under the collective bargaining agreement or state law.
2. Leaves may be granted for:
 - a. military service
 - b. Family Medical Leave Act
 - c. adoption, child care
 - d. public office, if elected to a state or federal office
 - e. other reasons acceptable to the Board which shall improve the educational programs of the District.
3. A year's experience will be granted if the applicant has taught one hundred five (105) days or more during the year of the leave.
4. Employees on leave may continue health and medical benefits if they pay the pro-rated costs otherwise paid by the Board. Employees on Federal Family Leave may continue health and medical benefits past the twelfth week if they pay the pro-rated costs otherwise paid by the Board.
5. As a condition for re-employment, employees must notify the District of their intention to return to the District sixty (60) days before the end of the leave.

E. Association Leave:

The Association will be granted a maximum of ten (10) days by the Board to be used by one or more persons for local, state or national conferences or other business pertinent to Association affairs. The Association shall provide at least four (4) days' notice. The Association will pay for the substitute beginning on the fifth day.

F. The policy of the district will be interpreted to allow pregnancy related illness to be treated as sick leave, consistent with rules and regulations governing sick leave for all other illnesses. Section F. will be rendered void only upon a decision of a court of competent jurisdiction's finding otherwise.

**ARTICLE IV
LEAVES**

G. Sick Leave Donations and Bank

1. Employees shall be permitted to donate sick leave to another employee who has exhausted his/her accumulated sick leave. Such donations shall be voluntary and be made by September 1st and not be revocable. A maximum of twenty-five (25) sick days per school year will be granted to participating employees.
2. Teachers new to the District or current teachers may donate one (1) sick day to be eligible for coverage by the Bank. Teachers who join the District staff later in the school term will be given an opportunity to join the Bank on an equal basis after two (2) weeks of employment. Any employee who has contributed to the Sick Bank may not withdraw the donated day(s) when leaving employment.
3. The Superintendent and Board of Education will be responsible for determining teacher eligibility to benefit from the Sick Leave Bank in accordance with the purpose for which it is established, the sole purpose being to provide insurance against excessive loss of pay because of catastrophic illness or injury to the employee or his/her immediate family (excluding normal pregnancy). A committee of three people (one board member, one administrator, and one teacher chosen by the Association) will decide the number of days granted to the employee (up to the maximum stated above). The committee may request additional days when the bank is low.
4. A teacher who meets the following requirements is eligible to draw from the Sick Leave Bank:
 - a. Present a doctor's certification of continuing illness,
 - b. Has used all his/her accumulated sick leave, and
 - c. Has already deducted from his/her pay two (2) consecutive full days of teaching salary.

**ARTICLE V
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. A teacher shall be given notice of his/her tentative assignments and/or schedule for the forthcoming school year no later than forty-five (45) days prior to the last day of teacher attendance.
- B. If replacements are available, any assignments which are enumerated in Appendix G (or applicable Appendix) and are in addition to the normal teaching schedule during the regular school term will not be obligatory but shall be with the consent of the teacher with the exception of any teacher employed starting with the 1978 school year and hired with the intent of extra-curricular activities as part of his assignment. Every effort will be made to seek replacements if notice is given ninety (90) days before the end of the school year preceding requested replacement.

**ARTICLE V
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- C. Each teacher shall supply the Superintendent with an official transcript of training. Salary will be adjusted each September 15 and January 15. No further adjustment will be made during the school year unless a clerical error has been made in the calculating or recording of the teacher's salary.

**ARTICLE VI
EMPLOYMENT CONDITIONS**

- A. School Hours:

Classes will begin each day at various times according to schedule. Dismissal will also be varied according to schedule.

- B. Teachers' Hours:

1. The teacher's workday shall be seven (7) hours and thirty (30) minutes, unless fulfilling extracurricular duties. This language allows an individual teacher's workday to begin a period earlier and end a period earlier or to start a period later and end a period later. Normal starting time would be from 8:00 a.m. to 3:30 p.m. Changes would be by mutual agreement between the administration and the individual teacher in order to accommodate the scheduling of class(es) that could not be scheduled during the normal workday.
2. When student conferences, faculty meetings, special education staffings, parent appointments, and special assignments are needed, teachers will remain long enough, barring emergencies, to meet their professional responsibilities.
3. Teachers who have extra-curricular duties that conflict with their attending student conferences, faculty meetings, special education staffings, parent appointments, and special assignments, may be excused from the meeting by the building principal. It shall be the teacher's responsibility to become informed about the meeting and the results of the meeting.
4. During each workday the teacher shall be entitled to a duty-free lunch period equal to that of the students but in no case less than thirty (30) minutes.

**ARTICLE VI
EMPLOYMENT CONDITIONS**

- C. All teachers in the District shall receive release/preparation time in the amount of no less than two hundred thirty (230) minutes per week. In no instance shall the time following dismissal be extended to provide release/preparation time. Teachers shall have the right to leave the building during this release/preparation time with the building principal's permission.
- D. An institute day will be granted prior to the last day of school pending approval by the Regional Superintendent for the purpose of planning and staff development.

**ARTICLE VI
EMPLOYMENT CONDITIONS**

- E. There will be early dismissal of school on the days before Thanksgiving, Winter Break, and Spring Break. Students will be released early for teacher record keeping on the second final exam day of each semester in both buildings. The dismissal time will be in accordance with the Illinois Statutes for the required length of the day.
- F. The Board agrees to make every effort to place a certificated and qualified substitute teacher in the classroom in the absence of the regular teacher. In the event a substitute cannot be obtained, teachers who are called upon to relinquish their plan periods/release times to serve as substitutes shall be reimbursed at the rate of \$20.00.
- G. If no current teacher applies for the extra-curricular position, the Administration can assign the duty to a qualified teacher until a qualified volunteer is obtained. Only one temporary duty assignment per year may be assigned to any given teacher. Temporary duties can only be assigned to teachers who do not currently have any extra-curricular assignments. Temporary duty assignments shall be on a rotating basis.
- H. The Athletic Director will receive at least one period to perform the duties of that position.
- I. All certified staff members are highly encouraged to attend at least two activities other than the ones that they are actively involved in throughout the school year. To fulfill this professional requirement, staff is expected to attend two separate types of activities. This requirement promotes teacher/community relations and improves community support for the school and teaching faculty.

**ARTICLE VII
TEACHING CONDITIONS AND STAFF FACILITIES**

- A. Each instructional staff member shall be given the opportunity to submit requisitions for instructional material and supplies for the following term.
- B. A work area shall be provided for the purpose of lesson planning, grading, committee meetings, typing and other related school work.
- C. The Board agrees to make available for each building, computers, typing and duplicating facilities to aid teachers in the proper execution of their assigned duties.
- D. Teachers will be provided access to the building. Any teacher misusing the privilege may be denied the privilege of having access to the building during non-instructional time.

**ARTICLE VIII
VACANCIES**

- A. A vacancy shall be defined as a position within the bargaining unit presently unfilled including any newly created positions, as well as such position currently filled but anticipated to be open in the future. Excluded positions are paraprofessionals, managers, supervisors, including but not limited to Superintendent, assistant superintendent, principals, assistant principals, confidential, short-term and student employees. Open positions created because of a Leave of Absence shall not be considered a vacancy unless the Leave of Absence exceeds one year.

**ARTICLE VIII
VACANCIES**

- B. Forty-five days prior to the teacher's last day of attendance, the Administration shall post all new or open vacancies in the Central Office and Building Principal's Office. Copies of the posting will be given to the Association President and Building Representative. Every two weeks thereafter, an updated listing shall be posted and disseminated to the above personnel.
- C. During the summer break notice of vacancies will be included with the checks or a separate mailing.
- D. Current highly qualified teachers shall have two weeks from the date of the original posting to apply for the open vacancy. If the original position is filled in house, the Board of Education reserves the right to immediately post subsequent postings on career placement bulletins in addition to district posting.
- E. When filling the open vacancies the Administration and Board shall consider the teacher's certification, years experience in the area of discipline, years of experience at Marissa C. U. S. D. #40. Seniority in the district should be considered, however it will not be the primary factor in hiring a person to fill the position.
- F. Applicants must be informed in writing of acceptance or rejection within five (5) days of Board action. However, failure of the administration to notify the applicant does not nullify the board's decision.
- G. Teachers who are unsuccessful candidates shall be afforded the opportunity to discuss privately with the Superintendent, or his designee, the results of the position selection. It is the responsibility of the Teacher(s) to contact the Superintendent within ten (10) days of the announcement to arrange for the post-selection meeting.
- H. Any teacher anticipating an opening or desiring to be reassigned to a different teaching position or extra-curricular position may submit a Letter of Request to the Superintendent by February 1.

**ARTICLE IX
TEACHER EVALUATION**

- A. The Board of Education believes that the primary objective of teacher evaluation is to improve the quality of instruction and that a secondary objective of teacher evaluation is to determine teacher competency.
- B. The Board of Education recognizes the importance and value of a procedure for assisting and evaluating the progress and success of all teachers. The evaluation procedure, instruments and methods used in District #40 shall be developed in cooperation with the Administration and the Association subject to approval of the Board. The District Evaluation Plan shall be according to the rules and regulations of the Illinois State Board of Education and the Illinois School Code. A copy of the evaluation plan shall be distributed by September 15, of the current school year, to each teacher being evaluated during the school year.
- C. Each teacher shall be evaluated according to law and consent with Article IX.B. above.

**ARTICLE X
GRIEVANCE PROCEDURE**

A. Definition:

A grievance is a complaint by the Association or teacher involving an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or Board policy that pertains to teacher or employer relationships.

B. Statement of Basic Principles:

1. The parties acknowledge that the most desirable manner of resolving a problem, including a defined grievance, between an employee and the employee's principal or administrator is through informal discussions. Any resolution reached through informal discussion shall not be inconsistent with the terms of this Agreement.
2. All written grievances shall contain the following items:
 - a. The nature of the grievance.
 - b. The specific provision of the Agreement which was allegedly violated.
 - c. The remedy requested.
3. Grievances may be withdrawn by the Association at any step of the grievance procedure, without establishing a precedent. Grievances not appealed within the designated limits shall preclude further appeal provided there has been no mutual agreement of extension. If the employer's written decision has not been rendered within the time limits, the grievance shall be automatically advanced to the next step.
4. If the Superintendent and the grievant mutually agree, any step of the grievance procedure may be by-passed.
5. Class grievance involving two (2) or more teachers and one (1) or more principal(s) or administrator(s) may be initially filed by the Association in behalf of the involved teachers. Class grievances may be initially filed by the Association with the Superintendent or the Superintendent's designee.
6. All records used as evidence in the processing of a grievance, including the final resolution, shall be maintained in a separate file and not a part of any individual teacher's personnel file.
7. Any teacher who participates in these grievance procedures shall not be discriminated against, be subjected to discipline or reprisal because of participation in the grievance, or for the act of filing the grievance.
8. The grievant may have Association representation of their choice at any level of the grievance hearing.

**ARTICLE X
GRIEVANCE PROCEDURE**

C. Procedures:

1. First Step:

The Association shall present the grievance in writing to the aggrieved employee's principal or administrator with thirty (30) working days after the occurrence. The principal or administrator shall meet with the aggrieved employee within ten (10) working days after the receipt of the written grievance. The principal or administrator shall make a decision with regard to the grievance within ten (10) working days after this meeting.

2. Second Step:

If the grievance is not resolved in the first step; or if the principal or administrator fails to make a decision within ten (10) working days after meeting with the grievant, then the Association may file the grievance in writing with the Superintendent within ten (10) working days after a decision has been reached at step 1, or within ten (10) working days of the last date on which the principal or administrator should have rendered such a decision has passed.

Within ten (10) working days after the filing of the grievance with the Superintendent a meeting shall be held between the aggrieved teacher and the representative(s) of their choosing and the Superintendent or the Superintendent's designee in an attempt to resolve the grievance. The Superintendent, or the Superintendent's designee, shall make the decision with regard to the grievance within ten (10) working days after this meeting. The decision shall be communicated to the Association and to the Board. If the second step meeting is not held within the prescribed time limits, or no decision is rendered within the prescribed time limits the grievance may be referred to the Board as set forth in the third step.

3. Third Step:

The Association may file the grievance with the President of the Board of Education within ten (10) working days after a decision has been reached in step two, or within ten (10) working days of the last date on which the Superintendent or the Superintendent's designee should have rendered a decision.

Upon receiving notification of the grievance, the President of the Board shall arrange to hold a Board meeting at which time the aggrieved teacher and representative(s) shall be invited to discuss resolution of the grievance. The meeting shall be in closed session. The meeting will occur with fifteen (15) working days after the third step filing. The Board shall have ten (10) working days to make a decision after the third step meeting.

**ARTICLE X
GRIEVANCE PROCEDURE**

4. Fourth Step:

If the grievance is not satisfactorily resolved with the Board, the Association may file a written notification requesting arbitration with the Board within ten (10) working days following the receipt of the Board's decision, or twenty (20) working days following the meeting with the Board. If a written notification requesting arbitration is not filed within ten (10) working days following the receipt of the Board's decision, or twenty (20) working days following the meeting with the Board, then the grievance shall be deemed withdrawn.

An arbitrator shall be selected from a list of five (5) arbitrators supplied by the American Arbitration Association.

Either party shall have the right to reject the entire list and request a new list. Within five (5) working days following receipt of the list, the parties will meet and alternately strike one name at a time from the list until only one name shall remain and that one shall be the arbitrator.

The arbitrator shall NOT have the right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator in writing by the Association or the Board concerning administration of this Agreement or its interpretation. The decision of the arbitrator must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of this agreement.

The decision of the arbitrator shall be binding as long as the arbitrator has complied with the provisions set forth in this fourth step grievance procedure.

Expenses of the arbitrator, including the cost of the arbitrator's transcript, if one is so requested, shall be borne equally by the BOARD and the ASSOCIATION. Each party to an arbitration shall be responsible for compensating its own representatives and witnesses.

If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the parties.

**ARTICLE XI
REDUCTION IN STAFF**

- A. In the case of reduction of tenured faculty, reductions shall be based on years of service in the District; years experience in the subject area or grade level taught; credit hours of training; and, performance as substantiated in the personnel file. Reductions shall be based on Board and Administration projections made no later than sixty (60) days prior to the last day of teacher attendance. If all other factors are equivalent, those with the greatest number of years service to the District will be given the opportunity to teach in other areas for which they meet the requirements for certification established by the Illinois State Board of Education.

**ARTICLE XI
REDUCTION IN STAFF**

- B. Recalls shall be made in the reverse order of layoffs, contingent upon criteria established in “A” above and if the recalled teacher is qualified according to the Illinois State Board of Education standards to fill the available position.
- C. Nothing in this provision shall prevent the hiring or retention of a non-tenured teacher in the event there are no certified tenured teachers for the positions open, available and willing to fill the vacancy.

**ARTICLE XII
PUPIL PROBLEMS**

- A. The parties agree that the teacher has the primary responsibility for the maintenance of discipline in the classroom and must make a determined effort to maintain such discipline. The Board recognizes its responsibility for discipline in the schools (as specified in their policy manual) and to meet this obligation will instruct the Superintendent to inform the staff regarding this policy and assign administrators to assist teachers with disciplinary problems when it is requested.

**ARTICLE XIII
DISTRICT ROUND TABLE**

- A. In order to provide better public relations between the Board, Administration, and Teachers of District 40, the Board shall sponsor a roundtable discussion. Board members, administrators and teachers will meet **on the second (2nd) working Monday in September, November, January, March, and May** at a time and place to be determined by the parties. Those present may bring up any item for discussion. This forum does not constitute negotiations and items discussed are not subject to the grievance provisions of this contract. The purpose of the forum is to discuss issues brought to the roundtable and to promote a better working relationship between the Board, Administration, and Teachers.

**ARTICLE XIV
NEGOTIATIONS PROCEDURE**

- A. The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin no later than ten (10) days after either party makes a request in writing, provided said request is not made prior to June 1.
- B. Negotiations will be governed by the provisions of the Illinois Educational Labor Relations Act.

**ARTICLE XV
ASSAULT OF STAFF MEMBERS**

- A. Teachers shall have Administrative assistance in any assault case which occurs on school property or during a school-related activity. This shall consist of:
1. Assisting in the immediate removal of any individual involved in an assault and battery of a teacher.
 2. Taking the necessary legal actions the Board deems necessary to eliminate this type of action on school property or during school-related activities.
 3. Notifying the proper law-enforcement authority on behalf of the teacher and in accordance with 105 ILCS 5/10 21-7, Attack On School Personnel.

**ARTICLE XVI
FAIR SHARE**

- A. Effective with the 2004-05 school year, each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association according to the Rules and Regulations of the Illinois Educational Labor Relations Board.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- E. In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

**ARTICLE XVI
FAIR SHARE**

- F. The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court of administrative agency as a direct consequence of the employer's compliance with this Article.

**ARTICLE XVII
COMPENSATION**

- A. Salary Schedule: Each teacher shall be compensated as set forth in Appendices A-G, which is attached to and incorporated in this Agreement.
- B. Supplemental Jobs: Supplemental pay of \$500.00 or more shall be paid by a separate check at the end of that activity. Taxes will be deducted per employees W-4 on file. Amounts less than \$500.00 shall be included on the regular check at the end of that activity.
- C. Insurance/Annuity: The Board agrees to pay either the single premium for hospital/major medical insurance or an equal amount as an annuity. The employee will pick up the difference in family premium cost.
- D. Representatives and/or designees of the Board of Education shall meet with the executive committee of the Marissa Education Association to evaluate insurance plans for Marissa Unit School District #40.
- E. Hours accumulated beyond the Master's Degree shall be earned in the field of Education approved by the administration. This shall apply only to hours earned during and after the 2007-08 school year. *Any hours beyond a Master's degree accumulated must be provided to the Superintendent's office no later than September 1, of each school year for purpose of salary schedule advancement.*
- F. Retirement Incentive:
1. If an employee gives the Board an irrevocable notice of retirement by April 1st, four (4) years prior to the year of the retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each year of his/her remaining four years of service.
 2. If an employee gives the Board an irrevocable notice of retirement by April 1st, three (3) years prior to the year of the retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each year of his/her remaining three years of service.
 3. If an employee gives the Board an irrevocable notice of retirement by April 1st, two (2) years prior to the year of the retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each year of his/her remaining two years of service.

**ARTICLE XVII
COMPENSATION**

4. If an employee gives the Board an irrevocable notice of retirement by April 1st, one (1) year prior to the year of the retirement, the Board shall pay him/her a six percent (6%) retirement incentive, inclusive of any other increases in compensation for each year of his/her remaining one year of service.
 5. Once an employee submits an irrevocable notice of retirement by April 1st, that employee shall be removed from the salary schedules contained in Appendices A-F of this agreement. All calculations for salary increases will be based on the Teachers Retirement System (TRS) creditable earnings in the year in which the irrevocable notice of retirement is submitted. Once the employee submits an irrevocable notice of retirement, in no case will the employee's TRS creditable earnings increase exceed six percent (6%) of the previous year.
 6. If, after submitting an irrevocable notice of retirement by April 1st, the employee resigns from, or is dismissed from activities covered in Appendix G of the Agreement, the retirement incentive for that employee will be recalculated accordingly.
 7. To be eligible, an employee must submit an irrevocable letter of resignation by April 1st, which must be accompanied by a (TRS) member requested "Personal Statement of Benefits" and a "Benefit Estimate" confirmation of total years of service. In addition, an employee is considered to be eligible for the retirement incentive by meeting one of the following conditions:
 - a. The employee becomes sixty (60) years of age by July 1 of a school year and has five years TRS creditable service.
 - b. The employee qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-five (35) years of upgraded TRS creditable service.
 - c. The employee qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-eight (38) years of non-upgraded TRS creditable service.
- G. Starting with the 2004-05 school year, the Board agrees to pay each teacher who retires \$20.00 for each unused sick day over 170 days, provided the days were granted after September 1, 2004. Days earned prior to September 1, 2004 will be paid at \$15.00 per unused day. This bonus will be paid with the first paycheck after the teacher's last day of attendance. Any days submitted to TRS for service credit shall not be reimbursed.

**ARTICLE XVII
COMPENSATION**

H. **Incentive Bonus** -- An Incentive Bonus regarding teacher attendance during the school year will be paid by the Board according to the following payment schedule:

Zero (0) days missed	\$150.00
One (1) day missed	\$100.00
Two (2) days missed	\$0.00

For the purpose of this incentive, the two (2) Bereavement Days covered under Article IV, LEAVES, C **shall not be counted** in determining the days missed. The teacher will be considered in attendance for the days missed. Any extra bereavement days deducted from the teacher's accumulated sick leave **shall be counted**, unless they are exchanged at the end of the school year for unused noncumulative bereavement days.

I. The Association and Board of Education agree that no teacher during his/her last four years of service prior to retirement will exceed the 6.0000% creditable earnings cap. However, if a teacher resigns from a position that he or she received a stipend for credited earnings, this 6% cap will be adjusted to the new creditable earnings.

J. Tuition Reimbursement:

1. The Board agrees to pay up to but not exceed \$150 per credit hour up to a maximum of six credit hours for 2007-2008, \$175 per credit hour for 2008-2009 (limit 6 hours), and \$200 per credit hour for 2009-2010 (limit 6 hours) for tuition reimbursement. Such reimbursement will be limited to courses of study to seek highly qualified status of a teacher, courses in the major field of a teacher, or graduate courses for advance degrees.
2. In order to become eligible for reimbursement, the teacher shall file a transcript or grade slip as a proof of courses completed and credits earned in the Unit Office by June 15 of the school year.
3. Reimbursements shall be paid one time per school year on June 30th of the school year to include all course work taken in the summer, fall, and spring semesters. Reimbursements will not be made for incomplete course work.

**ARTICLE XVIII
TEACHER RETIREMENT CONTRIBUTION**

A. According to the authority granted by the Pension Reform Act of 1974. Section 414(H)(2) of the Internal Revenue Code, The Board of Education agrees:

1. That the Board shall pay TRS @ 9.9801% on the teacher's regular salary including extended contracts and retirement incentive to the Illinois Teacher Retirement System.
2. The Board shall pay TRS @ 9.9801% on extra-curricular assignments to the Illinois Teacher Retirement System.

3. That in the event that litigation, tax rulings, legislative action, or otherwise, shall cause the tax sheltered employer contributions to the Illinois Teacher Retirement System for each year of this contract to be disqualified as a tax sheltered contribution as presently worded, then the parties hereto shall cause the above language to be drafted to qualify as such as a contribution. If it is not possible to redraft an annual tax sheltered contribution plan as above described, the Board shall pay the amounts of money for the tax sheltered contribution each year of this contract to the teachers as wages to be reported as such.

**ARTICLE XIX
EFFECT OF AGREEMENT**

- A. **Complete Understanding:** The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written consent of the parties.

- B. **Savings Clause:** Should an Article, 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 to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect.

- C. The Association agrees that during the term of this agreement it or its officers or members will not engage in, encourage, sanction, support or suggest any strike or slowdowns against the district.

- D. It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of employees shall be final.

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the school District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board.

However, the Association retains the right to call for negotiations over the decision and impact of any action of the Board after the date on which this agreement is signed, which directly effects wages, hours, or terms and conditions of employment.

All issues between the parties are resolved and the terms and conditions of this Agreement shall not be changed except by mutual written agreement of the parties.

- E. This Agreement shall be in effect until August 31, 2010.

FOR THE BOARD OF EDUCATION
MARISSA COMMUNITY UNIT
SCHOOL DISTRICT #40

FOR THE MARISSA
EDUCATION ASSOCIATION

_____/_____
President, Board of Education / Date

_____/_____
President of MEA / Date

Salary Schedules

2007 - 2008 BASE SALARY SCHEDULE

LEVEL	I	II	III	IV	V	VI	VII
STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
1	32,138	32,623	33,108	33,593	34,078	34,563	35,048
2	32,823	33,308	33,793	34,278	34,763	35,248	35,733
3	33,508	33,993	34,478	34,963	35,448	35,933	36,418
4	34,193	34,678	35,163	35,648	36,133	36,618	37,103
5	34,878	35,363	35,848	36,333	36,818	37,303	37,788
6	35,563	36,048	36,533	37,018	37,503	37,988	38,473
7	36,248	36,733	37,218	37,703	38,188	38,673	39,158
8	36,933	37,418	37,903	38,388	38,873	39,358	39,843
9	37,618	38,103	38,588	39,073	39,558	40,043	40,528
10	38,303	38,788	39,273	39,758	40,243	40,728	41,213
11	38,988	39,473	39,958	40,443	40,928	41,413	41,898
12	39,673	40,158	40,643	41,128	41,613	42,098	42,583
13	40,358	40,843	41,328	41,813	42,298	42,783	43,268
14	41,043	41,528	42,013	42,498	42,983	43,468	43,953
15	41,728	42,213	42,698	43,183	43,668	44,153	44,638
16	42,413	42,898	43,383	43,868	44,353	44,838	45,323
17	43,098	43,583	44,068	44,553	45,038	45,523	46,008
18	43,783	44,268	44,753	45,238	45,723	46,208	46,693
19	44,468	44,953	45,438	45,923	46,408	46,893	47,378
20	45,153	45,638	46,123	46,608	47,093	47,578	48,063
FROZEN LONGEVITY	48,464	48,949	49,434	49,919	50,404	50,889	51,374

2007 - 2008 BASE SALARY SCHEDULE PLUS TRS @ 9.8901%

LEVEL	I	II	III	IV	V	VI	VII
STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
1	35,316	35,849	36,382	36,915	37,448	37,981	38,514
2	36,069	36,602	37,135	37,668	38,201	38,734	39,267
3	36,822	37,355	37,888	38,421	38,954	39,487	40,020
4	37,575	38,108	38,641	39,174	39,707	40,240	40,773
5	38,327	38,860	39,393	39,926	40,459	40,992	41,525
6	39,080	39,613	40,146	40,679	41,212	41,745	42,278
7	39,833	40,366	40,899	41,432	41,965	42,498	43,031
8	40,586	41,119	41,652	42,185	42,718	43,251	43,784
9	41,338	41,871	42,404	42,937	43,470	44,003	44,536
10	42,091	42,624	43,157	43,690	44,223	44,756	45,289
11	42,844	43,377	43,910	44,443	44,976	45,509	46,042
12	43,597	44,130	44,663	45,196	45,729	46,262	46,795
13	44,349	44,882	45,415	45,948	46,481	47,014	47,547
14	45,102	45,635	46,168	46,701	47,234	47,767	48,300
15	45,855	46,388	46,921	47,454	47,987	48,520	49,053
16	46,608	47,141	47,674	48,207	48,740	49,273	49,805
17	47,360	47,893	48,426	48,959	49,492	50,025	50,558
18	48,113	48,646	49,179	49,712	50,245	50,778	51,311
19	48,866	49,399	49,932	50,465	50,998	51,531	52,064
20	49,619	50,152	50,685	51,218	51,751	52,284	52,816
FROZEN LONGEVITY	53,257	53,790	54,323	54,856	55,389	55,922	56,455

2008 - 2009 BASE SALARY SCHEDULE

LEVEL	I	II	III	IV	V	VI	VII
STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
1	33,424	33,909	34,394	34,879	35,364	35,849	36,334
2	34,109	34,594	35,079	35,564	36,049	36,534	37,019
3	34,794	35,279	35,764	36,249	36,734	37,219	37,704
4	35,479	35,964	36,449	36,934	37,419	37,904	38,389
5	36,164	36,649	37,134	37,619	38,104	38,589	39,074
6	36,849	37,334	37,819	38,304	38,789	39,274	39,759
7	37,534	38,019	38,504	38,989	39,474	39,959	40,444
8	38,219	38,704	39,189	39,674	40,159	40,644	41,129
9	38,904	39,389	39,874	40,359	40,844	41,329	41,814
10	39,589	40,074	40,559	41,044	41,529	42,014	42,499
11	40,274	40,759	41,244	41,729	42,214	42,699	43,184
12	40,959	41,444	41,929	42,414	42,899	43,384	43,869
13	41,644	42,129	42,614	43,099	43,584	44,069	44,554
14	42,329	42,814	43,299	43,784	44,269	44,754	45,239
15	43,014	43,499	43,984	44,469	44,954	45,439	45,924
16	43,699	44,184	44,669	45,154	45,639	46,124	46,609
17	44,384	44,869	45,354	45,839	46,324	46,809	47,294
18	45,069	45,554	46,039	46,524	47,009	47,494	47,979
19	45,754	46,239	46,724	47,209	47,694	48,179	48,664
20	46,439	46,924	47,409	47,894	48,379	48,864	49,349
FROZEN LONGEVITY	50,364	50,849	51,334	51,819	52,304	52,789	53,274

2008 - 2009 BASE SALARY SCHEDULE PLUS TRS @ 9.8901%

LEVEL	I	II	III	IV	V	VI	VII
STEP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
1	36,730	37,263	37,796	38,329	38,862	39,395	39,927
2	37,482	38,015	38,548	39,081	39,614	40,147	40,680
3	38,235	38,768	39,301	39,834	40,367	40,900	41,433
4	38,988	39,521	40,054	40,587	41,120	41,653	42,186
5	39,741	40,274	40,807	41,340	41,873	42,405	42,938
6	40,493	41,026	41,559	42,092	42,625	43,158	43,691
7	41,246	41,779	42,312	42,845	43,378	43,911	44,444
8	41,999	42,532	43,065	43,598	44,131	44,664	45,197
9	42,752	43,285	43,818	44,351	44,884	45,416	45,949
10	43,504	44,037	44,570	45,103	45,636	46,169	46,702
11	44,257	44,790	45,323	45,856	46,389	46,922	47,455
12	45,010	45,543	46,076	46,609	47,142	47,675	48,208
13	45,763	46,296	46,829	47,362	47,895	48,427	48,960
14	46,515	47,048	47,581	48,114	48,647	49,180	49,713
15	47,268	47,801	48,334	48,867	49,400	49,933	50,466
16	48,021	48,554	49,087	49,620	50,153	50,686	51,219
17	48,774	49,307	49,840	50,373	50,905	51,438	51,971
18	49,526	50,059	50,592	51,125	51,658	52,191	52,724
19	50,279	50,812	51,345	51,878	52,411	52,944	53,477
20	51,032	51,565	52,098	52,631	53,164	53,697	54,230
FROZEN LONGEVITY	55,345	55,878	56,411	56,944	57,477	58,010	58,543

2009 - 2010 BASE SALARY SCHEDULE

LEVEL	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
STEP	I	II	III	IV	V	VI	VII
1	34,761	35,246	35,731	36,216	36,701	37,186	37,671
2	35,446	35,931	36,416	36,901	37,386	37,871	38,356
3	36,131	36,616	37,101	37,586	38,071	38,556	39,041
4	36,816	37,301	37,786	38,271	38,756	39,241	39,726
5	37,501	37,986	38,471	38,956	39,441	39,926	40,411
6	38,186	38,671	39,156	39,641	40,126	40,611	41,096
7	38,871	39,356	39,841	40,326	40,811	41,296	41,781
8	39,556	40,041	40,526	41,011	41,496	41,981	42,466
9	40,241	40,726	41,211	41,696	42,181	42,666	43,151
10	40,926	41,411	41,896	42,381	42,866	43,351	43,836
11	41,611	42,096	42,581	43,066	43,551	44,036	44,521
12	42,296	42,781	43,266	43,751	44,236	44,721	45,206
13	42,981	43,466	43,951	44,436	44,921	45,406	45,891
14	43,666	44,151	44,636	45,121	45,606	46,091	46,576
15	44,351	44,836	45,321	45,806	46,291	46,776	47,261
16	45,036	45,521	46,006	46,491	46,976	47,461	47,946
17	45,721	46,206	46,691	47,176	47,661	48,146	48,631
18	46,406	46,891	47,376	47,861	48,346	48,831	49,316
19	47,091	47,576	48,061	48,546	49,031	49,516	50,001
20	47,776	48,261	48,746	49,231	49,716	50,201	50,686
FROZEN LONGEVITY	52,264	52,749	53,234	53,719	54,204	54,689	55,174

2009 - 2010 BASE SALARY SCHEDULE PLUS TRS @ 9.8901%							
LEVEL	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16
STEP	I	II	III	IV	V	VI	VII
1	38,199	38,732	39,265	39,798	40,331	40,864	41,397
2	38,952	39,485	40,018	40,551	41,084	41,616	42,149
3	39,704	40,237	40,770	41,303	41,836	42,369	42,902
4	40,457	40,990	41,523	42,056	42,589	43,122	43,655
5	41,210	41,743	42,276	42,809	43,342	43,875	44,408
6	41,963	42,496	43,029	43,562	44,095	44,627	45,160
7	42,715	43,248	43,781	44,314	44,847	45,380	45,913
8	43,468	44,001	44,534	45,067	45,600	46,133	46,666
9	44,221	44,754	45,287	45,820	46,353	46,886	47,419
10	44,974	45,507	46,040	46,573	47,105	47,638	48,171
11	45,726	46,259	46,792	47,325	47,858	48,391	48,924
12	46,479	47,012	47,545	48,078	48,611	49,144	49,677
13	47,232	47,765	48,298	48,831	49,364	49,897	50,430
14	47,985	48,518	49,051	49,584	50,116	50,649	51,182
15	48,737	49,270	49,803	50,336	50,869	51,402	51,935
16	49,490	50,023	50,556	51,089	51,622	52,155	52,688
17	50,243	50,776	51,309	51,842	52,375	52,908	53,441
18	50,996	51,529	52,062	52,595	53,127	53,660	54,193
19	51,748	52,281	52,814	53,347	53,880	54,413	54,946
20	52,501	53,034	53,567	54,100	54,633	55,166	55,699
FROZEN LONGEVITY	57,433	57,966	58,499	59,032	59,565	60,098	60,631

EXTRA-CURRICULAR SALARY SCHEDULE			
ACTIVITY	2007-2008	2008-2009	2009-2010
5th & 6th Grade Boys Basketball	900	936	973
5th & 6th Grade Girls Basketball	900	936	973
5th & 6th Grade Volleyball	900	936	973
Annual Sponsor-GS / #	1,049	1,091	1,135
Annual Sponsor-HS	2,853	2,967	3,086
Athletic Director	5,763	5,994	6,234
Baseball - Freshmen/Sophomore	1,860	1,934	2,011
Baseball - HS Junior Varsity	2,574	2,677	2,784
Baseball - HS Varsity.	3,288	3,420	3,557
Baseball - JH Varsity	2,932	3,049	3,171
Basketball - Boys Freshman/Sophomore.	2,260	2,350	2,444
Basketball - Boys HS Junior Varsity	3,288	3,420	3,557
Basketball - Boys HS Varsity.	4,794	4,986	5,185
Basketball - Boys JH Junior Varsity.	2,430	2,527	2,628
Basketball - Boys JH Varsity.	3,724	3,873	4,028
Basketball - Girls Freshman/Sophomore.	2,260	2,350	2,444
Basketball - Girls HS Junior Varsity	3,288	3,420	3,557
Basketball - Girls HS Varsity.	4,794	4,986	5,185
Basketball - Girls JH Junior Varsity.	2,430	2,527	2,628
Basketball - Girls JH Varsity.	3,724	3,873	4,028
BETA / # of sponsors (GS+HS)	1,269	1,320	1,373
Boys Cross Country	2,288	2,380	2,475
Cheerleader - HS	2,430	2,527	2,628
Cheerleader - JH	2,430	2,527	2,628
Class Sponsor - Grade 9 / #	1,901	1,977	2,056
Class Sponsor - Grade 10 / #	1,901	1,977	2,056
Class Sponsor - Grade 11 / #	1,901	1,977	2,056
Class Sponsor - Grade 12 / #	1,901	1,977	2,056
Drill Team	600	624	649
FFA - Summer	1,596	1,660	1,726
Girls Cross Country	2,288	2,380	2,475
GOLF - Boys HS Junior Varsity	1,860	1,934	2,011
GOLF - Boys HS Varsity	2,577	2,680	2,787
GOLF - Girls HS Varsity	2,577	2,680	2,787

Appendix G – Extra-Curricular Salary Schedule

EXTRA-CURRICULAR SALARY SCHEDULE			
ACTIVITY	2007-2008	2008-2009	2009-2010
HS Musical Assistant	1,269	1,320	1,373
HS Musical Director	1,269	1,320	1,373
JH Baseball Asst	900	936	973
JH Softball Asst	900	936	973
Math Team - Assistant	900	936	973
Math Team Sponsor	1,372	1,427	1,484
National Honor Society sponsor	1,109	1,153	1,199
Newspaper - HS	1,109	1,153	1,199
Scholar Bowl	1,395	1,451	1,509
Scholar Bowl - ASST.	900	936	973
Science Fair / #	555	577	600
Secretarial Service	1,863	1,938	2,016
Softball - HS Freshman/Sophomore	1,860	1,934	2,011
Softball - HS Junior Varsity	2,574	2,677	2,784
Softball - HS Varsity	3,288	3,420	3,557
Softball - JH Varsity	2,932	3,049	3,171
Student Council / #	2,774	2,885	3,000
Summer Band	555	577	600
Summer Band 4-12 Extended Program	1,595	1,659	1,725
Volleyball - HS Freshmen/Sophomore	2,083	2,166	2,253
Volleyball - JH Junior Varsity	1,043	1,085	1,128
Volleyball - JH Varsity	2,430	2,527	2,628
Volleyball - Junior Varsity	2,430	2,527	2,628
Volleyball -HS Varsity	3,132	3,257	3,387
Ball Game Worker:	23.00	24.00	25.00

Appendix G – Extra-Curricular Salary Schedule