

**Agreement Between the
Pawnee Community Unit School District #11
and
The Pawnee Education Association
2020-2021**

I. RECOGNITION

- 1.1 The Board of Education of Pawnee Community Unit School District #11, hereinafter referred to as the "Board," recognizes the Pawnee Education Association/IEA/NEA, hereinafter referred to as the "Association," as the exclusive negotiating agent for all full and part-time regularly-employed certified teaching personnel, hereinafter referred to as "Teachers," except for the Superintendent, Principals, Assistant Principals, Administrative Assistant, teachers' aides and substitutes.
- 1.2 During the term of the Agreement, the Board agrees not to negotiate items covered in this Agreement with any other teachers' organization nor with any individual teacher presently employed.

II. EMPLOYEE AND ASSOCIATION RIGHTS

2.1 RIGHT TO ORGANIZE

Employees shall have the right to organize, join and assist the Association, and to participate in collective bargaining with the Board.

2.2 DUES DEDUCTION

The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall be certified by the Association. The Association will furnish authorization cards. All dues so deducted will be forwarded to the treasurer of the Association not later than 10 working days after deduction.

- A. Any request by an employee related to dues authorization will be directed to the Association president.

- B. 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 [local] 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 [local] Association and permits the [local] Association to intervene as a party if it so desires,
 - 2 and (b) The Employer gives full and complete cooperation to the [local] Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
 - 3 The [local] Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and reasonable costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article

It is expressly understood that this hold harmless provision is between the [local] Association, not IEA or NEA, and the Employer. This hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

2.3 BOARD/ASSOCIATION COMMUNICATION COMMITTEE

In order to promote an exchange of information between the Association and the Board, the Association and the Board agree to establish a Board/Association Communication Committee. The committee shall meet on predetermined dates at the beginning of the school year, near the middle, and towards the end of the school year. The Communications Committee shall be composed of 1 grade school representative, 1 junior high/high school representative, and the Vice-President of the Association. The School Board shall be composed of 2 board members. The Vice-President of the Association will submit an agenda, with proposed solutions when appropriate, 24 hours before the meeting via email. The President of the Association and the Superintendent shall meet once a month at mutually agreed upon times.

2.4 INFORMATION

The Board shall furnish the Association with an electronic copy of the District's annual financial report, budget, audit, Board agenda and preliminary Board minutes.

III. WORKING CONDITIONS

3.1 SCHOOL CALENDAR

The Board shall establish a school calendar which does not exceed 185 school days. Five of the 185 days shall be emergency days and if not used for emergency purposes, they shall not become employee work days. The Board retains the right to change or modify the school calendar within the above framework.

At the discretion of the superintendent, the school may hold either an “E-learning day” or a “late start” instead of using a full snow day. In either case, the superintendent will notify the teachers the night before by 9pm if at all possible or by 6am the day of.

3.2 LENGTH OF DAY

The length of the regular school day shall be not more than 7 ¹/₂ hours, including lunch period. Preparation, conferences, sponsorships, chaperoning, travel time, counseling, extra duty assignments and periods of assigned or unassigned duty in connection with a teacher's work are to be considered an extension of the regular school day although a portion of these duties may be accomplished during the regular day as time permits.

The teaching day for any teacher assigned to teach an early bird class shall not exceed the length of the teaching day required of other teachers.

3.3 ARRIVAL AND DISMISSAL

Teachers are required to report for duty 15 minutes prior to the opening of the pupil's school day. At this time, all teachers must be stationed either at their classrooms, at supervisory stations or be involved in work directly related to their work assignments. Teachers shall be permitted to leave 15 minutes after the close of the pupil's school day. On Fridays and days preceding vacations or holidays, teachers shall be permitted to leave after students in their area of supervision have vacated. On days preceding Thanksgiving, Winter (Christmas), and Spring (Easter) vacations, school shall operate on a shortened period basis with dismissal at 2:00 p.m.

Teachers assigned to teach early bird classes may leave fifteen (15) minutes after their last assigned period, and a preparation period shall be considered as an assigned period.

3.4 FACILITIES

The Board agrees to provide **the following to each teacher: a desk, chair, filing cabinet, and computer, all in serviceable and working condition.**

3.5 PERSONNEL FILE

All employees shall have the right, in the presence of the Superintendent or his or her designee, to inspect their own personnel files with the exception of pre-employment recommendations. All employees shall have the right to include in their personnel file any objections, in writing, to information contained therein. Copies of any material placed in an employee's personnel file shall be provided to the employee upon reasonable request. A charge shall be made of \$.05 per page in excess of 50 pages copied at employee request.

Teachers will be informed in writing within five working days whenever any item is placed in their official personnel files, other than such routine information as formal evaluations, transcripts, certification information and items placed in the file at the request of the teacher.

An employee's request to review his/her personnel file will be granted within five (5) working days of the request. Files will be made available at a mutually agreed time. Employees may not remove files from the Board office, and they shall be reviewed in the presence of an administrator. A copy will be provided to the employee of any written material contained therein upon written request.

3.6 ASSIGNMENT OF DUTIES

Teachers shall be notified of their teaching assignments and duties by the regular July School Board meeting or no later than July 22. Proposed changes after this date may be considered only after the following have occurred:

- A. Written notification to the affected teachers stating the reasons for said changes.
- B. A consultation meeting with the affected teacher on the proposed change.
- C. Written acknowledgement to said teacher that he/she may resign without prejudice should said proposed change be unacceptable.

3.7 MEETINGS

Required meetings held outside of the teacher's assigned school day will not exceed 30 minutes. Upon request, the building administration shall leave sufficient time for an Association representative to speak to the teachers preceding or following any regularly-scheduled meeting.

3.8 SENIORITY

- A. The Board will establish and maintain a seniority list of all District teachers. The seniority list will reflect the criteria called for in this Article and shall be made available to the Association on or before February 1 of each school term. Any disagreements with the seniority listing will be made known to the Superintendent by March 1 of each year.
- B. Seniority shall mean the amount of continuous service in the District. Periods of leaves of absence, other than paid sick leave and/or military leave, shall not be counted in determining length of service. For purposes of this Article, military leave shall be limited to induction into the U.S. military service. Part-time teachers shall accrue seniority in proportion to their respective full-time equivalency.
- C. If the length of service of teachers with the District shall be equal, preference shall be given by the following priorities: (1) total years of service within the District; (2) total amount of teaching experience in public schools; (3) academic preparation ranked as per horizontal placement on the salary schedule; (4) total graduate credit hours; (5) if a tie is unbroken by application of the above criteria, the tie will be broken by drawing of lots.

3.9 REDUCTIONS IN FORCE

Reductions in Force and recall shall be in accordance with Section 24-12 of *The School Code*.

3.10 DISCIPLINARY MEETINGS

If at any time an event will lead to possible action or discipline, the employee must be notified within 10 school days of its occurrence before it is placed in the employees file. Whenever a possible disciplinary meeting is convened concerning a parental complaint, the employee may elect to have an association representative present during the meeting with the administration.

3.11 LUNCH

All teachers shall receive a 30 minute lunch.

3.12 JR. HIGH/HIGH SCHOOL TEACHING LOADS/PREP. PERIODS

A *prep* shall be defined as every separate course designation for which a Junior High and/or High School teacher makes preparations to instruct students.

A *core teacher* shall be defined as a Junior High and/or High School teacher for whom at least half of their courses fall into the following categories: Math, Science, English, Social Studies, P.E.

An *elective teacher* shall be defined as a Junior High and/ High School teacher for whom at least half of their courses fall into categories which include, but are not limited to, the following: Art, Agriculture, Band, Business, Foreign Language, Home Economics, Industrial Arts, and Music.

A *maximum standard load* shall be considered to be five preps for a core teacher, or six preps for an elective teacher.

An *overload schedule* shall be defined as one extra prep.

If the district asks a teacher to take an overload schedule, the teacher will be paid \$500 per semester.

A teacher who wants to volunteer to teach an extra prep must sign a waiver to that effect. The waiver must be signed by the president of the Association. A voluntary extra assignment does not constitute an overload year.

Sunset Clause: Unless the parties agree in a subsequent collective bargaining agreement, this section shall expire upon the end of this contract.

IV. FRINGE BENEFITS

4.1 SALARY SCHEDULE

The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated in this Agreement. The salary schedule for each year designates what portion of an individual's contribution will be paid by the individual and what portion will be paid by the Board to the Teachers' Retirement System (TRS).

APPENDIX A

(To Be Prepared by the District)

The Board will pay the amount required by law of each individual teacher's salary to TRS as a portion of the required TRS contributions and each teacher will pay the balance of any required TRS percentage contribution amounts on his/her salary.

4.2 EXTRACURRICULAR STIPENDS

Stipends for additional duties shall be as set forth in Appendix B which is attached to and incorporated into this Agreement.

- A. The Driver's Education instructor(s) will receive a stipend of \$20 per hour beyond regular scheduled hours.
- B. At the discretion of the principal, teachers who provide tutoring after school will be compensated at a rate of \$25 per hour.

- C. Grades K-4 and 5-8 RTI Behavior Intervention Specialists will receive a Stipend of \$1000 each per school year.

4.3 HEALTH AND MAJOR MEDICAL INSURANCE

For purposes of this Section, all teachers employed by the District working 30 hours per week or more, the Board will make the following contribution toward the teacher's health and major medical insurance premium:

2020-2021 \$ 609 or total premium, whichever is less

In case of teachers working less than 30 hours per week but at least 15 hours per week, the Board will pay only the appropriate pro-rated amount for the insurance according to the teachers' fractional status. Teachers working less than 15 hours per week are not eligible for health benefits.

4.4 SUBSTITUTING

Any "in-house" teacher may be used as a substitute to cover a classroom in cases where a regular substitute could not be obtained or in the event that the classes to be covered constitute less than a half day. Teachers will be paid \$20 for substituting for 15 minutes to 40 minutes and \$35.00 for substituting more than 40 minutes.

A teacher who forfeits all or a portion of his/her preparation period to substitute for another teacher who is required to leave school early for an athletic and/or extra-curricular event will be paid for such substitution as hereinafter set forth.

Administrators, counselors, teachers who have student teachers and other teachers in circumstances of an unusual nature agreed upon prior to the event will not be entitled to compensation for substituting. Teachers who substitute fifteen (15) minutes or less will receive no compensation and will not be expected to provide active instruction during the time period they substitute.

The respective principal will be responsible for securing the substitute.

At a time established by the Unit Office, the principal will provide all substitute information required on the Extra Pay for Extra Teaching/Supervision form for payment of the substitutes.

If a substitute teacher, who is certified in the area in which they are substitute teaching, completes 20 consecutive days of substitute teaching in a school year, then they will be paid 1/180 of the base salary of the PEA salary schedule for each day of substituting beginning on the 21st day. If a substitute teacher is specifically hired to fill a pre-approved leave of absence, after 20 days, he/she will be paid 1/180 of the base salary of the PEA salary schedule for each day of substituting beginning on the 21st day.

4.5 PAYMENT OF SALARIES

Teachers shall receive a confirmation of salary schedule placement for the school year beginning in August, unless otherwise stated, and salary payment shall be made in twenty-six bi-weekly payments on Fridays beginning in September.

4.6 PROFESSIONAL GROWTH

The Board agrees to reimburse teachers for tuition costs associated with continuing education. The following conditions must be met:

- A. All courses which are to be submitted for reimbursement must first have approval from the Superintendent prior to the course being taken.
- B. Approved hours for all staff will be limited to curricular area, Superintendent approved hours which will be beneficial to the school and/or its student population having a direct impact on Pawnee students, and satisfy ISBE requirements for Continuing Professional Development Units. They must be graduate level courses or must be included in an approved graduate degree program. Any course not leading to a Master's degree, or other advanced degree past the Master's, must be in the teacher's curricular area.
- C. Courses must be earned from an accredited college or university.
- D. For each staff member, no more than four (4) semester hours per semester and no more than twelve (12) semester hours per fiscal year will be reimbursed.
- E. Tuition reimbursement shall be limited to one hundred and fifty dollars (\$150) per semester hour.
- F. Certified National Teacher—Any full-time teacher who completes certification as a Certified National Teacher, through the program as recognized by the Illinois State Board of Education, and achieves "Master Teacher" certification, shall be paid an additional \$1,000 per year for each year the teacher maintains the Master Teacher certification and remains an employee of this district in a full-time teaching position.

4.7 TRAVEL REIMBURSEMENT

Teachers required by the District to use their personal vehicles in the course of their employment shall be reimbursed at the state-approved mileage rate in effect at the beginning of each fiscal year.

4.8 SUMMER TUTORIAL/SCHOOL

Presently employed District teachers shall have first right of refusal for summer school teaching positions. Summer school teachers shall be paid at the rate of \$25.00 per hour.

4.9 EXTENDED CONTRACTS

Extended contracts shall be consistent with the terms and conditions of this Agreement and shall include, but not be limited to, the following:

1. Additional days shall be paid at 1/180 of the regular scheduled salary.
2. The work day for days of the extended contract shall be the same as during the regular school term.
3. TRS contributions on extended contract wages will be treated in the same manner as wages for the regular school term.
4. Thirteen days of sick leave will be granted for each fifteen (15) additional days of extended contract, with unused sick leave days added to accumulated sick leave. 180 days will equal 12 sick days. 195 days will equal 13 sick days. 210 days will equal 14 sick days. 225 days will equal 15 sick days.

4.10 RETIREMENT BENEFIT

The District will provide to its professional staff an early retirement incentive that will include and be subject to the following provisions:

1. To be eligible:
 - (a) The teacher shall have a minimum of ten (10) years of continuous full-time service in the Pawnee Community Unit School District by the intended date of retirement; and
 - (b) The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service; and
 - (c) The teacher's retirement must be effective the first year that the teacher is eligible to retire with a full annuity not subject to reduction and without causing the District and the teacher to have to pay a penalty or other monies constituting a contribution or surcharge to the Teachers' Retirement System

- (d) The teacher shall submit an irrevocable notice of retirement by August 29 up to three school years prior to retirement and no later than August 29 prior to the final year of service at the District prior to retirement. In no event may a teacher submit an irrevocable notice of retirement prior to the school year before his or her third school year prior to retirement; and
 - (e) Additionally, no teacher may participate in this program if the District would or is determined to owe, in connection with said teacher, any payment or penalty to TRS under any other law, regulation or applicable rule.
2. If approved:
- (a) The teacher shall be removed from the salary schedule and extra duty pay schedule; and
 - (b) The teacher shall receive a six percent (6%) increase in his/her total creditable earnings over the prior year's total creditable earnings for each year of notice up to a maximum of three (3) years. For example, a teacher who gives a three-year notice of retirement shall receive increases of 6% in his/her total creditable earnings for each year of his/her final three years of service at the District; a teacher who gives a two-year notice shall receive the increase for each of his/her final two years, etc; and
 - (c) The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. However, in the event the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment; and
 - (d) A teacher who completes coursework or who otherwise would be entitled to movement on the salary schedule or extra duty pay schedule shall not receive additional compensation beyond the six percent (6%) increase provided by this retirement provision. Notwithstanding any other provision of this agreement or otherwise, a teacher approved for the retirement incentive shall not receive more than a six percent (6%) total increase in his/her total creditable earnings in any year during his/her participation in the retirement incentive; and
 - (e) The teacher shall execute the Retirement Award Agreement negotiated by the parties.
3. Restrictions/Limitations:
- (a) If approved, a teacher will not be assigned any additional extra duties or TRS reportable duties without the consent of the teacher; and
 - (b) Any teacher who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to

completion of his/her remaining years of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any general wage increase which would have been applicable to the teacher during the time period at issue; and

- (c) Teachers should not rely upon the continuation of this retirement incentive award program in subsequent collective bargaining agreements. Unless the parties agree to continue this benefit in a subsequent collective bargaining agreement, it shall terminate upon the expiration of this agreement and will not be available to teachers who have not applied for the benefit prior to the expiration date of this agreement.

4. Retirement Revocation:

In the event that a teacher has submitted his/her timely irrevocable letter of retirement, the teacher may withdraw the letter of retirement in the event of an illness or disability of the teacher or death, illness, disability of a teacher's spouse or child(ren). This may be granted in extenuating circumstances at the Board's discretion without setting precedence.

4.11 SATURDAY DETENTIONS (if deemed necessary)

1. Teachers who agree to be considered for monitoring Saturday detentions will be required to place their request in writing.
2. Assignment of teachers to monitor these students is an administrative decision.
3. Teachers will receive a stipend of \$100 for the Saturday Detention Session.
4. If no students come to the detention, teachers will be paid one half-day of substitute pay.
5. The list of students assigned to Saturday detentions will be given to the teacher by the end of school on Friday. On the sheet will be the name of the administrator to contact in emergency situations.

4.12 MEDICAID TIME-STUDY

Teachers who are asked to complete the Medicaid Time Study for reimbursement will be given a stipend of \$22.50 for each report they are required to complete.

4.13 ADDITIONAL CLASS

In addition to an individual teacher's salary as delineated in 4.1 above, should the district desire and a teacher find it acceptable to teach an additional class during his or her preparation period, that teacher will be paid an additional amount equivalent to one-eighth (1/8) of his or her base salary. At no time will any teacher be required to relinquish his or her preparation period if he or she does not desire to do so.

V. LEAVES

5.1 SICK LEAVE

Each employee shall be credited with twelve (12) days of sick leave at full pay each year of this contract. The unused portions may be accumulated no more than 400 days. Employees working on a part-time basis shall have sick leave prorated according to their fractional status. Sick leave may be charged only against an actual pupil attendance day or an institute day. After 20 years of continuous service, teachers shall be credited 15 sick days per year.

A. BEREAVEMENT LEAVE

Each teacher shall be allowed three (3) days of bereavement leave in the event of each death in the teacher's immediate family. Bereavement days shall not be deducted from the teacher's sick leave. Immediate family shall include the following:

- parent
- step-parent
- spouse
- sibling
- children
- stepchildren
- grandparent
- grandchild
- parent-in-law
- brother-in-law
- sister-in-law

Days needed in addition to the bereavement days shall be charged to sick leave. With Superintendent approval, personal leave and/or sick leave may be used in the event of the death of a non-family member even at such times as the limitations for personal leave set forth in 5.1 are exceeded.

5.2 PERSONAL BUSINESS LEAVE

Full-time teachers shall be entitled to two (2) personal business leave days per year subject to the following conditions:

- A. Approval from the Superintendent or the Building Principal must be obtained in writing before the absence occurs,
- B. The day immediately preceding or immediately following a school holiday,

or the beginning or end of term, as well as the days of teacher institutes or District-wide parent/teacher conferences shall not be recognized as a personal leave day. In special circumstances, the Superintendent may grant a personal leave day for one or more of these days. The granting of such days shall be non-precedential and at the sole discretion of the Superintendent.

- C. A personal business leave day may be charged only against an actual pupil attendance day. In special circumstances, the Superintendent may grant a personal leave day on the day immediately preceding or following a school holiday. The granting of such a day shall be non-precedential and at the sole discretion of the Superintendent.
- D. Unused personal business leave days will be allowed to accumulate to four (4) at which time additional accumulation shall be added to accumulated sick leave.
- E. Part-time employees will be granted personal business leave days under the same conditions as full-time employees except when and if fractional status changes. The total accumulation will be fractionalized accordingly.
- F. After completing 15 years of continuous service to the district, full time certified staff will be allowed to accumulate personal leave business days up to five (5) days per year. After completing 20 years of continuous service to the district, full time certified staff will receive 3 personal business leave days per year.
- G. Any approved leave of absence does not constitute a break in service.

5.3 PARENTAL/CHILD CARE LEAVE-OF-ABSENCE

The Board shall grant, without pay, a parental/child care or extended sick leave-of-absence without loss of accrued sick leave, tenure or seniority to any member of the staff who submits a written request for such leave with a physician's certificate of pregnancy.

It shall be the responsibility of the staff member to present a request for leave not later than five months into her pregnancy. The effective day of the leave shall be established by the teacher's physician.

Where available, accumulated sick leave might be used as parental leave.

Such leave may be approved by the Board only for the pre-or post-delivery period specified as necessary by the teacher's physician for continued well-being of the teacher.

Before the teacher is eligible for reinstatement, she shall be required to present a physician's certificate stating that she is able to resume all duties required of a regular teacher. A teacher returning from parental or child care leave shall give the Superintendent written notice by March 15 of her desire to return to a teaching position the following school year. If the leave is for the first half of the school year only, the teacher shall notify the Superintendent by November 15 of her intention to return.

A parental/child care leave shall not be for more than 2 complete semesters.

All accumulated benefits and rights of employment previously gained shall be retained upon return. However, no teacher may gain tenure while on leave-of-absence, nor gain seniority for time served on leave.

Any teacher granted parental/child care leave who completes 120 days or more of the school term shall be considered to have completed a full year for advancement on the salary schedule.

In the event of death of the object child of the leave, the leave-of-absence may be terminated upon request of the employee if a replacement teacher has not been contracted by the Board.

Parental/child care leave may also be granted to any teacher who adopts a child, provided the teacher notifies the Superintendent at the time application for adoption is made and otherwise complies with the preceding paragraphs.

Continuation of insurance benefits will be provided during the leave period if allowable by insurance carrier. The teacher must pay the monthly premium due; said premium must be received in the Unit Office no later than the 15th day of each month.

5.4 MILITARY LEAVE

The Board will comply with federal and state law regarding military leaves of absence.

5.5 PERSONAL LEAVE-OF-ABSENCE

Personal leaves of absence may be granted without pay to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity upon termination of said leave.

Leaves of absence may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least four months before the leave is desired, subject to approval by the Board.

- B. Dates of departure and return must be acceptable to the administration and determined prior to the request being initiated.
- C. Acceptance of leave requests may be contingent upon finding a suitable replacement for the position vacated.

Leaves may be granted for:

- a. Advanced study leading to a degree at an approved university.
- b. Educationally-related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
- c. Other reasons acceptable to the Board which will improve the educational program in the District.

Employees on approved leaves will retain accumulated seniority but will not advance on the salary schedule.

Employees on such leave may continue insurance benefits, if allowable by the insurance carrier, but employee must pay the full costs for such insurance.

Failure of the employee to notify the District of intention to return at least sixty days before the end of the school year or the semester prior to resuming duties will be considered as a resignation from continued contractual service, thereby removing the Board's obligation to reemploy. The Board will notify the employee, in writing, of said action.

The Board reserves the right to limit the number of employees that might use this option in any given school year.

5.6 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to state, national or Region 47 meetings or conventions, the representative shall be excused without loss of salary or seniority, providing the Association reimburses the District for the cost of the substitutes. The Association shall be limited to a maximum of six days per year. No more than three employees per day shall be excused for said leave.

5.7 SICK LEAVE BANK

1. The Board and the Association have established a Sick Leave Bank which certified staff may join on a voluntary basis. The purpose of the Bank shall be to provide extended paid sick leave for certified staff that have exhausted their personally accumulated sick leave and due to personal, spouse, or child(ren) serious illness, injury, surgery, and/or temporary disability requiring extended hospital or home confinement are unable to return to work. Short-term illnesses including normal pregnancy, parental leaves, and elective surgeries are not subject to the use of the following Bank provisions.
2. Any certified staff that is eligible for sick leave is entitled to join the Bank when he/she has eighteen(18) days of accumulated Sick Leave. Certified staff must join the Bank in the first year of eligibility.
 - a. Eligibility — Any eligible certified staff must apply to join the Bank on or before September 15 and shall be given an application form at the beginning of the school year.
 - b. Resignation — Resignation from the Bank must be in writing to the Control Committee before September 15. Any member resigning will forfeit days donated to the Bank and will be ineligible for future benefits in the Bank.
3. A Control Committee shall be comprised of Association appointees. The Committee will design necessary forms, keep track of the number of days expended and on reserve, and will submit reports to the Superintendent as indicated by the Contract and Association Executive Board. Each member will serve one school year.
 - a. The Control Committee shall meet when necessary. The Control Committee may meet at the request of the Superintendent.
 - b. Resignation: When a Control Committee member must resign, the Association will appoint a new representative to complete the term of office.
4. Each teacher joining the Bank shall donate two (2) days in each of the first two years of membership to the Bank. In addition to these days, a member shall transfer the necessary maintenance days when needed. Any days transferred by the employee shall remain in the Bank. The Board shall not be liable for any days transferred and shall not contribute any days to the Bank.

Days remaining in the Bank at the end of the school year will determine the number of sick leave days that will be contributed to the Bank from the members' accumulated sick leave at the beginning of the following school year. Maintenance contributions will be made as follows:

120+ days in Bank	0 days will be contributed
120 — days in Bank	1 day will be contributed

5. Any certified staff requesting to use Bank days must have exhausted his/her personally accumulated sick leave and personal leave days and have made a written application to the Committee for withdrawal of days from the Bank. Should the employee be unable to make an application, his/her designee may do so on his/her behalf. The application shall state the reason for inability to return to work, along with a physician's statement specifying the nature of the employee's illness or that of employee's spouse or child(ren). The application shall also state the number of days requested to be used from the Bank.
 - a. Physician's Statement — The physician's statement must contain beginning date of illness, cause of illness, and expected duration of illness.
 - b. Written Report — When an application for use of Bank days is considered, a written acceptance or rejection report will be sent to the applicant, and a copy of the report will be filed with the Superintendent.
 - c. Appeal — If an application is considered and rejected, the applicant will have the right to appear in person to request an appeal. However, the Control Committee will make the final decision.

6. The Control Committee shall determine the number of days to be granted in each individual application. Certified staff who have been a member of the Bank for less than one year may withdraw a maximum of 25 days. Certified staff who have been a member of the Bank for one to three years may withdraw a maximum of 50 days. Certified staff who have been a member of the Bank for four or more years may withdraw a maximum of 150 days. If a member draws benefits under TRS for disability, the member shall not be eligible to draw benefits from the Bank.

7. An initial five (5) year period will begin the day the member uses the first day from the Bank and will end on the five (5) year anniversary date of the first withdrawal. During this five (5) year period, the member may only use one hundred-fifty (150) total days. After the expiration of the initial five (5) year period, members are again eligible to draw to a maximum of one hundred-fifty (150) days for an additional five (5) year period. The additional five (5) year period will begin on the date of the first withdrawal and end on the five (5) year anniversary date. Thereafter, the member will be eligible for another five (5) year period until the employee is no longer a member of the Bank or employed by the school district.

VI. GRIEVANCE PROCEDURE

6.1 DEFINITION

A grievance shall mean a written complaint by a member of the bargaining unit or the Association that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.

6.2 PURPOSE

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise. The Association shall have the right to present grievances when a class action involving two or more members of the bargaining unit is in dispute.

6.3 REPRESENTATION

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

6.4 TIME LIMITS

A grievance must be filed within twenty (20) days of the occurrence or when the grievant should have reasonably known of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties, and every effort shall be made to resolve the grievance as rapidly as possible. All time limits consist of school days, except where noted or when a grievance is submitted fewer than ten (10) days before the close of the current school term; then time limits shall consist of all week days and shall be doubled.

6.5 PROCEDURES

The parties acknowledge that it is usually most desirable for a teacher and the teacher's immediate supervisor to resolve problems through informal and free communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor. If, however, the informal process fails to satisfy the teacher, a grievance may be processed in the following manner, and the grievant may be accompanied by a representative of choice:

STEP ONE

The teacher or the Association shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date the grievance was received. This

certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The supervisor shall arrange for a meeting to take place with the grievant within five (5) days after receipt of the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within five (5) days of the meeting.

STEP TWO

In the event the grievance has not been satisfactorily resolved at Step One, the grievant shall file a copy of the grievance with the Grievance Committee of the Association within ten (10) days of receipt of the Step One written decision. If the Grievance Committee feels that the grievance has merit, the grievant shall file, within twenty (20) days of receipt of the Step One written decision, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the written appeal, the Superintendent shall respond in writing to the grievant and the Association Grievance Committee giving a decision, including reasons if the appeal is denied.

STEP THREE

If the grievance is not satisfactorily resolved at Step Two, the grievance may proceed to binding arbitration. The Association may submit to the Superintendent a written request on behalf of the Association and the grievant to enter into binding arbitration. If a demand for binding arbitration is not filed within thirty (30) days of receipt of the Step Two decision, then the grievance shall be deemed withdrawn. Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties through mutual selection or from a roster of arbitrators provided by the American Arbitration Association.

Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the District and the Association.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his or her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him or her in writing by the District and the Association and his or her decision must be based solely and only upon his or her interpretation of the meaning or application of the expressed relevant language of the Agreement. The Board and the Association shall not be permitted to assert in these arbitration procedures any grounds or to rely on any evidence not previously disclosed to the other party.

6.6 ADDITIONAL ITEMS

- A. **BYPASS**—By mutual agreement, any step of the grievance procedure may be bypassed. Grievances relating to decisions of the Superintendent or the Board of Education shall be initiated at Step Two of the procedure.
- B. **WITHDRAWAL**—A grievance may be withdrawn at any level without establishing a precedent.
- C. **SETTLEMENT**—By mutual agreement, a grievance may be settled at any step without establishing precedent.
- D. **COSTS OF ARBITRATION**—The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.
- E. **COOPERATION**—The District and the Association shall cooperate in the investigation of any grievance.
- F. **HANDLING OF GRIEVANCE**—Any investigation or other handling or processing of any grievance by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees. However, if during grievance proceedings bargaining unit members are required to be present during the regular work day, these employees shall be released without loss of pay or benefits.
- G. **BAR TO APPEAL**—Failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits

shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

- H. **OTHER COMPLAINTS**—If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the District shall not be required to process this same claim or set of facts through the grievance procedure.
- I. **NO REPRISAL**—No reprisals shall be taken by the District against any teacher because of the filing, participation or refusal to participate in a grievance.

VII. NEGOTIATIONS PROCEDURE

7.1 GOOD FAITH BARGAINING

Both parties agree to negotiate in good faith. "Good faith" shall mean that the parties shall confer at reasonable times and reasonable places with the purpose of making proposals and counterproposals to reach a collectively bargained agreement.

VIII. TEACHER EVALUATION

- 8.1 The primary objective of a teacher evaluation is to improve the quality of instruction.
- 8.2 The present formal evaluative instrument of the District is The Professional Personnel Assessment. A teacher, at the time of initial employment, shall be provided with a copy of this document. Whenever the document is revised, the Board shall provide every District teacher with a copy of the revised document. Other than changes required by law, any changes made by the Board in the procedures or instrument located in The Professional Personnel Assessment will be made only after first receiving input from the P.E.A. concerning recommended changes.
- 8.3 The procedure set forth in The Professional Personnel Assessment pertains to the formal evaluation of classroom teacher performance, and nothing therein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of a teacher's general performance as a District employee; nor does this procedure in any way limit or constrict the duties of the District to evaluate employees according to state law.
- 8.4 Any grievance filed relative to this Article shall be limited to violations of the specific procedures contained herein and procedures contained in The Professional Personnel Assessment.

- 8.5 The Board and the Association agree to establish a committee made up of representatives in equal number from the administration and Association. This committee shall assess the current evaluation process and make recommendations to the Board and Association to improve the evaluation process. Mutually agreed upon changes shall be incorporated into a revised Professional Personnel Assessment.

IX. EFFECT OF AGREEMENT

9.1 INDIVIDUAL CONTRACT

The terms and conditions of this Agreement shall be the terms and conditions of individual contracts of members of the bargaining unit.

9.2 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. All rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

9.3 SAVINGS CLAUSE

Should any 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.

9.4 WAIVER OF ADDITIONAL BARGAINING

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and Association, for the life of this Agreement, each waive any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with a written mutual consent of both parties, such matters may be discussed and Agreement modified.

9.5 PRIOR AGREEMENTS

This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.

9.6 COPIES OF AGREEMENT

Copies of this Agreement shall be printed and presented to all teachers. The cost of such printing and distribution shall be borne by the Association.

9.7 NO STRIKE

During the term of this Agreement and any mutual extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall at any time engage in, authorize or instigate any strike.

9.8. DURATION OF AGREEMENT

This agreement shall be effective _____, 2020,

and shall continue in effect until _____, 2021.

This Agreement was signed and adopted this 16th day of August, 2020.

For the Association:

For the Board:

President

President

Secretary

Secretary

APPENDIX A
(To Be Prepared by the District)

The Board will pay **the amount required by law** of each individual teacher's salary to TRS as a portion of the required TRS contributions and each teacher will pay the balance of any required TRS percentage contribution amounts on his/her salary
 Teachers that achieve 15, 20, 25, and 30 years of employment with the Pawnee School District will be rewarded with the following compensations:

15 years	\$750
20 years	\$1250
25 years	\$1500
30 years	\$2000

Each Person who is currently in the pike for 15, 20, 25, or 30 will get the bonus at the end of the school year. If a person is in the 16-19 range, they will get a bonus check at the end of the 2017-2018 school year. If a person is in the 21-24 range, they will get a bonus check with the current amount minus \$500. If a person is in the 26-29 range, they will get a bonus check with the current amount minus \$750. If they are in the 31+ range, they will get a bonus check with the current amount minus \$1,000. This catch up_ provision will terminate at the end of the 2017-2018 school year.