

AGREEMENT

BETWEEN

**BOARD OF EDUCATION OF
RHODES SCHOOL DISTRICT NUMBER 84.5**

AND

RHODES EDUCATION ASSOCIATION, IEA-NEA

July 1, 2011 through June 30, 2013

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This agreement is made between the Board of Education of District 84.5 (hereinafter referred to as the “Board”) and the Rhodes Education Association, IEA-NEA (hereinafter referred to as the “Association”).

ARTICLE I
RECOGNITION AND SCOPE

The Board recognizes the Association as the sole and exclusive bargaining representative for all regularly employed certified employees, excluding all supervisors, managerial, and confidential employees as defined by the Illinois Educational Labor Relations Act. See Case No. 2006-RC-0011-C.

ARTICLE II
RIGHTS AND RESPONSIBILITIES

2.1 Management Rights.

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to, the full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces; the right to determine the work to be done and the standards to be met by employees covered by this Agreement; the right to make and enforce work rules; the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees; the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release employees; the right to lay off employees because of lack of work or other reasons; to determine training needs and assign employees to training; the right to determine the qualifications of employees, and to suspend, discipline and discharge employees and otherwise to maintain an orderly, effective and efficient operation and to take any and all actions as may be necessary to carry out the mission of the District.

2.2 Association Rights.

- a. **Association Matters - Board Agenda** - The Board may place on the agenda of each regular Board meeting, as an item for consideration, any matters brought to its attention for its consideration by the Association so long as these matters are made known in writing to the Superintendent at least twenty-four (24) hours prior to the day on which the Board packet is sent to the Board. If such a matter is placed on the agenda, the Board shall schedule a reasonable time for the Association to speak on the matter at the meeting if so requested by the Association.

- b. **Board of Education Agenda** - The Association President shall receive in his/her mailbox all Board Agenda at such time as the notice of the meeting is posted for the public.
- c. **Board Minutes - Association Copies** - One (1) copy of all Board minutes shall be placed in the mail box of the president of the Association as soon as they have been approved.
- d. **Association Announcement** - The Association shall have the right to use teacher mail boxes for communication to teachers so long as such communication is not used to malign the administration or Board.
- e. **Association Leave** - In the event that the Association desires to send representatives to local, State, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary. The Association shall reimburse the District for the cost of the substitute teacher(s). No more than two (2) teachers may be absent at a time and the release time shall not exceed two (2) days, per teacher (four days total) during any one school term. The Association shall give thirty (30) school days written notice for leave to the Superintendent.
- f. **Board/Association Meetings** - The Association and the Board recognize the importance of communications in maintaining good relationships. The Association representatives and the Board shall meet on a date each semester mutually agreed to by both parties. Such meetings shall be held with reasonable written notice stating the item or items to be discussed at such meetings. It is understood that these meetings shall take place only during the school term. An agenda will be developed by the Board's designee and the Association President one (1) week before any scheduled meetings. In lieu of a meeting with the Board, the parties can agree to a Superintendent/ Association meeting.
- g. **Association Use of District Facilities and Equipment** - Teachers will be permitted to use available school facilities for Association meetings provided: that the building principal is notified three (3) days before any such meetings; that no extra custodial help is necessitated because of such meetings, and that such meetings are during non-school hours and do not interfere with any facet of the school's educational, administrative, or extra-curricular program. The Association can use District equipment such as copiers and computers for its business during non-school hours provided such use does not interfere with the District's use and that the Association reimburses the District for the cost of any materials used.
- h. **Bulletin Board** - The Association may hang a bulletin board in the employee lounges for its use.
- i. **Dues Deductions** - The Board agrees to deduct from Association members' salaries Association dues as certified to the Board by the Association. The

deductions shall be in equal installments beginning with the third pay period and concluding with the twentieth payment of the fiscal year. The amount deducted shall be transmitted to such recipients as may be authorized and directed by the Association. The Association shall annually certify to the business office in writing the current amount of Association dues and a listing of Association members, not later than the date of issue for the second pay period.

- j. **Fair Share** - During the term of this Agreement, all teachers covered by this Agreement who are not members of the Association shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Association for the services rendered by the Association in negotiating and administering this Agreement as the exclusive representative of the teachers covered by this Agreement, provided that such fair share fee shall not exceed the Association dues (including IEA and NEA dues) uniformly required of members of the Association. Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association. The Association shall annually submit to the Board a list of the teachers covered by this Agreement who are not members of the Association which specifies the amount of the fair share fee as defined above. The fair share fee collected from non-members shall not be used for contributions related to the election and/or support of any candidate for political office or for a member-only benefit.

The Association agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as *Chicago Teachers Union v. Hudson*, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee and/or the responsibilities of the Association with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenants or teachings shall pay an amount equal to such fair share fee as defined above to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the affected non-member and the Association are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board and the payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignments furnished under any such provisions.

ARTICLE III
GRIEVANCE PROCEDURE

3.1 Definitions.

A grievance shall be written claim by the Association, an employee, or group of employees that there has been a breach of this Agreement. The written grievance shall state the reason of the grievance, shall note the specific clause(s) of the Agreement allegedly breached, and shall state the remedy requested.

Unless otherwise expressly stated, the word “days” as used in this article means school days, including institute days and other teacher work days during the school term and, during the summer, winter and spring recess, “days” means weekdays on which the District’s administrative office is open to the public.

3.2 Informal Procedure.

A sincere effort shall be made to resolve any disagreement by a personal and respectful exchange between an employee and the principal and/or immediate supervisor before differences become grievances. However, a grievance shall be processed as follows:

3.3 Formal Procedure.

STEP 1 – Supervising Administrator Level - If the disagreement cannot be resolved informally, within fifteen (15) days of the occurrence giving rise to the grievance, or within fifteen (15) days of when the occurrence reasonably should have become known, the grievant shall present the grievance in writing to the supervising administrator, who will schedule a meeting to take place within ten (10) days after receipt of the grievance. The Association’s representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the administrator’s written response.

STEP 2 - Superintendent Level - If the Association is not satisfied with the disposition at Step 1, it shall submit the grievance to the Superintendent or his/her designee within ten (10) days after receipt of the Step 1 answer. The Superintendent/designee shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Superintendent’s receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent’s written response.

STEP 3 - Board Level - If the Association is not satisfied with the disposition at Step 2, it shall submit the grievance to the Board within ten (10) days after receipt of the Step 2 answer. Such an appeal shall be considered in executive session at the next regular Board meeting which occurs at least ten (10) days after receipt of the appeal by the Secretary of the Board. If the Board Secretary receives the grievance within ten (10) days prior to the next regularly scheduled Board meeting, the grievance shall be considered at the following regularly scheduled Board meeting.

STEP 4 – Arbitration - If the Association is not satisfied with the Step 3 response, the Association shall submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the American Arbitration Association within thirty (30) days of the date of the Step 3 response, then the grievance shall be deemed withdrawn. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.

The arbitrator shall not 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(s) presented in the written grievance at Step 1 and his/her decision must be based solely upon his/her interpretation of the meaning of the language of the Agreement.

Each party shall bear the full cost for its representation in the arbitration. The fees and the expenses of the arbitrator and the American Arbitration Association shall be shared equally by the parties. Should either party request a transcript of the proceedings, then the requesting party shall bear the full cost for the transcript. Should both parties order a transcript, the costs of the transcript will be divided equally between the parties.

3.4 Bypass.

By mutual written agreement, any step of the grievance procedure may be bypassed.

3.5 Class Grievance.

A class grievance is one affecting more than one employee. The class members shall be identified by the Association to the administration within forty-five (45) days of the filing of the grievance at Step 1.

3.6 No Reprisals Clause.

No reprisals shall be taken by the Employer against any employee because of the employee's participation or refusal to participate in a grievance.

3.7 Release Time.

All necessary witnesses and as many as two (2) Association representatives may, in the District's discretion, be released from their regular duties for the time necessary to participate in grievance Step meetings without loss of pay or benefits. This does not apply to witnesses called at an arbitration hearing.

3.8 Grievance Withdrawal.

A grievance may be withdrawn at any level without establishing precedent.

3.9 Time Limits.

The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal or re-filing of the same or similar grievance and an administrator's or Board's failure to give a decision within the time

limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

3.10 Settlement.

By mutual agreement, a grievance may be settled at any step without establishing precedent.

**ARTICLE IV
WORKING CONDITIONS**

4.1 Length of School Day.

The length of the school day shall be six (6) hours and thirty-five (35) minutes. Teachers shall be on campus for seven (7) hours and fifteen (15) minutes. Teachers may leave school at dismissal on Friday and the day preceding a holiday. In the event the District institutes non-temporary changes to the starting or ending times of the school day or on campus times, the Superintendent shall provide the Union with at least thirty (30) calendar days advance notice. In no instance will the school day begin thirty (30) minutes earlier or end thirty (30) minutes later than the current starting and ending times.

4.2 Curriculum Committees.

It is agreed that no teacher will have to serve on more than one curriculum committee per year. Teachers will be responsible to represent more than their own grade level at such meetings.

In the event of major curriculum work, such as the development of new curriculum guides, state learner assessments, etc., substitutes shall be utilized to allow teachers to complete such tasks in an efficient manner. The committee shall advise the Superintendent when such release time is needed and he/she shall make the final determination.

4.3 Faculty Meetings.

It is agreed that the Principal shall hold no more than four (4) after-school faculty meetings on an annual basis. These meetings shall be concluded by 4:00 PM.

4.4 Staff Development Days.

The Board shall provide at least four (4) faculty development days during the school year with students being dismissed at 1:00 PM, followed by a faculty meeting.

4.5 November/February Conferences.

All faculty members are required to be present for November/February conferences between the hours of 12:00 PM and 8:00 PM with a one (1) hour dinner break.

4.6 Grade Days.

The Board shall provide four (4) grade days each school year during the term of this contract. Students will be dismissed at 12:00 PM, and then afterward teachers would be able to work on their grades.

4.7 Personnel File.

A teacher who desires to see his/her personnel file shall submit a written request to the Superintendent or designee. In that request, the teacher shall propose an appointment date and time to examine their file. Such requests shall be honored during non-working hours in accordance with the Personnel Record Review Act (820 ILCS 40/0.01).

No official report nor any derogatory statement about a teacher shall be filed by an administrator or supervisor unless the teacher is sent a dated copy. A teacher must sign and date each official report and derogatory statement. Any report or statement which has been sent to a teacher and is to be filed in that teacher's personnel file shall be placed in that file within ten (10) school days after the report or statement was signed and dated by the teacher. A teacher may submit a response within thirty (30) days of the teacher's receipt of the original report or statement. Such response shall be attached and filed with the report or statement in the teacher's personnel file. If a teacher elects not to submit a response within the 30-day time period, the report or derogatory statement shall be deemed to be valid and may not be challenged at a later date. An official report or derogatory statement which has not been given to the teacher shall not be used in determining the status of the teacher in the school district.

Under no circumstances shall more than one (1) official personnel file be maintained in the school district. This file shall be kept at the main office.

A teacher may request to file materials in his/her personnel file which he/she deems relevant to his/her teaching service in the school district. Except for those records in Section 10 of the Personnel Record Review Act (820 ILCS 40/10), a teacher shall have the right to make copies of records placed in his/her personnel file and the Board may charge ten (10) cents per page as a fee for providing a copy of such information.

4.8 Student Teachers.

No teacher shall be required to take a student teacher. Each school year, teachers shall be asked the following two (2) questions in survey form:

1. Do you want to be considered for a student teacher during the upcoming school year?
2. Would you like to discuss the possibility of having a student teacher assigned to you for the upcoming school year?

In the case of teachers who answer survey question #1 in the negative, they will not be contacted regarding the possibility of a student teacher. If question #1 is answered in the

affirmative, consideration will be given, or if discussion is to be considered, the teacher, student teacher candidate and Principal will meet to discuss the matter.

Rhodes School District enjoys the collaboration with student teachers both to enhance in-service development of faculty and as a service component to the profession.

ARTICLE V **LEAVES**

5.1 Unpaid Leaves of Absence.

Upon the recommendation of the Superintendent, the Board may grant an unpaid leave of absence as it deems proper to a teacher upon such conditions as it may determine. Illustrative of purposes for which a leave of absence might be granted by the Board are:

- a. Additional education or professional development;
- b. Post temporary illness;
- c. Post temporary incapacity;
- d. Military service;
- e. Serious family problems; and
- f. Parental leave.

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

All teachers are entitled to take a leave under the Family/Medical Leave Act (FMLA) so long as they meet the statutory requirements for eligibility under FMLA.

5.2 Sick Leave Days.

A full-time teacher will receive twelve (12) days of sick leave for each year of full-time employment. A teacher employed after October 1st of each school year will have their sick leave prorated.

Unused sick leave days may accumulate to a maximum of 370. There shall be an annual accounting of unused sick leave days for each teacher. Such accounting shall accompany the first paycheck of each school year.

Sick leave shall be interpreted to mean personal illness, physical disability or serious illness or death in the immediate family or household. Household is interpreted to mean those person actually living in the home as part of the family unit. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Teachers taking advantage of this plan in an improper way will be docked pay for such days. Continued improper use may result in the teacher being dismissed. Teachers are not permitted to work for another employer while on sick leave.

Teachers who report to work but leave because of illness before 10:31 a.m. will be charged a full sick day. Teachers who report to work but leave because of illness at 10:31 a.m. or later will be charged one-half sick day. This same procedure will be used for personal days, emergency days, bereavement days and court days.

The Association acknowledges that the District, upon 30 days advance notice to the Union, may recognize teachers having perfect attendance for the school year. It is understood that any teacher who achieves perfect attendance would receive the same recognition.

5.3 Personal Leave.

Three (3) days per year, non-cumulative. Teachers may convert unused personal days to sick days pursuant to the provisions of Policy GP-10.

5.4 Part-Time Teachers.

All sick days and personal leave shall be pro-rated for part-time teachers.

ARTICLE VI
EVALUATION

The procedural aspects of the evaluation plan are part of this Agreement.

ARTICLE VII
VACANCIES

7.1 Bargaining Unit Vacancy.

A vacancy occurs when a new bargaining unit position is created by the Board for which an additional employee shall be added to the work force or when the Board decides to fill a current bargaining unit position that is vacated due to the termination of employment, resignation or involuntary removal of the person currently holding that position.

7.2 Distribution of Vacancy Notice.

When a vacancy occurs as defined above, the Superintendent or his/her designee shall prepare a vacancy notice and distribute to faculty members.

7.3 Employee Interviews.

Any employee who applies for a vacant position within ten (10) business days of the posting shall be given an interview opportunity.

7.4 Employee Change in Assignment Request.

Any employee who is interested in a change of assignment in the following school year shall notify the Superintendent or his/her designee in writing on or before April 1st.

ARTICLE VIII **COMPENSATION**

8.1 Internal Substitute Teaching.

The internal substitute rate shall be \$24.57 per period for the 2011-2012 school year. For the 2012-2013 school year, the rate shall be increased by the same percentage by which salaries are increased under Section 8.4.a. below.

8.2 Tuition Reimbursement.

The rate of tuition reimbursement shall be determined annually by averaging the graduate tuition rates of State Colleges and Universities within the State of Illinois. Collectively, tenured teachers shall be reimbursed for up to nine (9) hours of graduate credit annually, to a maximum reimbursement of \$20,000.

The tuition reimbursement cycle shall consist of the 1st and 2nd semester of the school year and the summer following the school year. All graduate work must be pre-approved by the Superintendent.

Tuition reimbursement requests from tenured teachers pursuing a master's degree shall have priority. Fully completed requests for reimbursement will be processed in the order received. If the total amount of the requests in a given year exceed \$20,000, the requests shall be deferred to the next year for reimbursement from that year. Unused reimbursement dollars do not carry over from year to year.

After all tenured teachers have been reimbursed, full-time non-tenured teachers who have received satisfactory/proficient or better ratings on their evaluations for the most recent two school years shall be reimbursed subject to the same procedures and limitations set forth above for tenured teachers.

8.3 Summer School and Extra Duty.

The stipends for extra duty and summer school shall be increased by the same percentages set forth in 8.4.a. below for the 2011-2012 and 2012-2013 school years. The extra duty stipend schedule is attached as Appendix A.

8.4 Salary Increase.

- a. Each teacher's base salary will increase by 2.5% (CPI/1.5% plus 1%) for the 2011-2012 school year.

Each teacher's base salary will increase by the CPI percentage used for tax cap purposes plus 1% for the 2012-2013 school year, but no less than 2% or more than 5%.

- b. The District has the discretion to increase the starting salary in the BS lane by up to 4% in any 1 year of the contract so long as the salary for such teacher is not higher than the salary paid to a currently employed teacher at the same level of experience and educational credit.
- c. Any teacher hired with prior work experience will receive \$500.00 a year over and above the starting salary in the BS lane for each year of their prior work experience, up to 8 years maximum. Any teacher with more than 8 years experience will receive an additional \$1,000 per year for years 9-15 of prior experience. No additional monies will be paid for prior work experience.
- d. Lane movement from BS lane to BS 9, from BS 9 to BS 18 and from BS 18 to BS 24 will be \$1,500 for each lane movement. Lane movement for any BS lane into the Master's lane, from MA lane to MA 15 lane, from MA 15 lane to MA 30 lane and from MA 30 to MA 45 lane will be worth \$2,500 for each lane movement.
- e. Any teachers who are newly hired by the District beginning with the 2010-2011 year and who have been at the last step of any of the Bachelor lanes of the salary schedule without having made any lane change in the previous (7) seven years, would be only entitled to 50% of the negotiated increase until the start of the first year after they next change lanes.
- f. Notwithstanding anything to the contrary in this Agreement, including the compensation schedule or any other benefit which qualifies as TRS creditable earnings, no teacher who is within four years of being eligible for either early or regular retirement under the Illinois Pension Code shall receive in excess of a 6% aggregate annual increase in TRS creditable earnings. By no later than March 1 each school year, each teacher 50 years of age or older shall be responsible for verifying with the District his or her years of TRS creditable service and sick leave from other school districts. No compensation increase shall be provided the teacher until such information is submitted. A teacher who is within four years of eligibility for either early retirement or regular retirement shall not be subject to this compensation limitation if the teacher submits an affidavit stating that the teacher will not retire within four years of the year in which the teacher receives an increase in excess of 6%. If the teacher retires within this four-year period, the Board is subjected to TRS penalties due to creditable earnings in excess of 6%, and TRS will adjust the creditable earnings of the teacher to avoid the penalties, then the teacher shall repay to the Board the amount of creditable earnings in excess of the 6 percent limitation and the Board shall report correspondingly reduced creditable earnings to TRS. Alternatively, if such adjustment is not so recognized by TRS, then the teacher shall reimburse the Board for all employer and employee penalties which the Board is required by TRS to pay as a result of the increase in creditable earnings in excess of 6% and the District may enforce

this clause through payroll deduction and any other lawful means. However, no reimbursement of penalty amounts shall be required to the extent that TRS determines the teacher's creditable earnings will be adversely affected by the application of this reimbursement requirement. Before enforcing the reimbursement requirements of this section, the Board shall obtain a final determination from TRS. TRS's determination will not be considered final until all appeals have been exhausted or the time for any appeal has expired.

ARTICLE IX **INSURANCE**

9.1 Life Insurance.

The Board shall provide teachers with group term life insurance to be calculated at one and one-half (1-1/2) times the teacher's annual salary rounded to the nearest thousand dollars.

9.2 Dental Insurance.

The Board shall pay the cost of individual dental insurance using a PPO type of program. Teachers may elect to purchase dependent or orthodontic coverage at a cost to be determined by the insurance carrier. This figure will be adjusted annually on the anniversary date of the policy (i.e., July 1).

9.3 Insurance Eligibility.

Teachers employed less than 80% time shall not be eligible for individual or dependent health, life and dental insurance benefits.

9.4 Health Insurance.

The Board agrees to provide health insurance during the term of the contract.

The Board reserves the right to change carriers during the term of the contract, but will attempt to equalize the benefits as compared to the current policy. In the event of a carrier change, the Board must have pre-existing conditions waived or no such change shall be made. The Board reserves the right to change carriers after consultation with the Association, but shall maintain substantially the same level of coverage.

Single Coverage

Full-time teachers electing single coverage shall pay 7% of the single premium.

Family Coverage

Full-time teachers employed prior to July 1, 1990 electing family coverage shall pay 15% of the family option premium chosen, less the single premium cost. Example: Employee + spouse premium = \$1,313.76 Single premium = \$626.36. \$1,313.76 minus \$626.36 =

$\$687.40 \times 15\% = \103.11 as the premium share cost paid by the employee. This method of contributing towards the cost of family insurance shall be known as the “net cost” of family coverage.

Full-time teachers employed after July 1, 1990 shall pay 35% of the net cost of family coverage.

For the 2011-2012 school year, the benefits of the health insurance program and the premium contribution percentages shall remain the same as for the 2010-2011 school year. For the 2012-2013 school year, if the premium for health insurance increases by more than 10% from the 2011-2012 school year to the 2012-2013 school year, the Negotiating Teams will be convened to consider ways to reduce the cost of the premium increase. If the Negotiating Teams cannot agree on alternatives that would lower the premium increase below 10%, then 50% of the amount over the 10% increase in the overall premium will be paid by members of the bargaining unit.

ARTICLE X **RETIREMENT**

1. Prior to retiring from the District a faculty member may request to participate in this retirement plan.
2. To be eligible, the employee must satisfy all of the following requirements:
 - (a) the employee must have completed at least twenty (20) years of full-time employment in the Rhodes School District immediately preceding his retirement;
 - (b) the employee must be at least 55 years of age by June 30th of the retirement year;
 - (c) the employee must notify the Superintendent in writing of his intent to retire by March 1, 2013.
 - (d) the employee may notify the Superintendent of his intent to retire one, two, three, or four years prior to the date of retirement, but in any event must retire no later than June 30, 2017.
3. The Superintendent will present the early retirement request to the Board of Education for action. The employee’s notice to the Superintendent and the Board’s subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.
4. The District will create a severance pool for each employee approved for the plan equal to a percentage of the annual base salary for the employee in their final year of employment with the District, calculated as if they were receiving an annual base salary in the final year according to Section 8.4(a) of this Agreement. Severance pool amounts shall be

based on the years of teaching service in the District and the teacher's annual base salary as follows:

<u>Years</u>	<u>Salary</u>
30 or more years	100%
25 through 29 years	75%
20 through 24 years	50%

Teachers who retire under this retirement plan without the need for an employer contribution under the TRS Early Retirement Option will have their severance pool calculated at 100% of the amount as calculated above. The severance pool shall be reduced as follows for teachers who retire with both less than 60 years of age and 35 years of service:

(a) For teachers who receive four years of salary increases under the retirement plan, the pool will be reduced by 2.1133% for each month the teacher is under age 60 at the time of retirement, but shall not be reduced below an amount sufficient to provide 6% salary increases for the final four years of employment;

(b) For teachers who receive three years of salary increases under the retirement plan, the pool will be reduced by 2.0735% for each month the teacher is under age 60 at the time of retirement, but shall not be reduced below an amount sufficient to provide 6% salary increases for the final three years of employment;

(c) For teachers who receive two years of salary increases under the retirement plan, the pool will be reduced by 2.0343% for each month the teacher is under age 60 at the time of retirement, but shall not be reduced below an amount sufficient to provide 6% salary increases for the final two years of employment;

(d) For teachers who receive a one year salary increase under the retirement plan, the pool will be reduced by 1.9960% for each month the teacher is under age 60 at the time of retirement, but shall not be reduced below an amount sufficient to provide a 6% salary increase for the final year of employment.

5. The compensation and benefits provided under this retirement plan will not exceed the amount of the severance pool for the employee, and will be provided to the employee and deducted from the severance pool in the following order:

(a) The employee's TRS creditable earnings that he is receiving from the District at the time of his retirement notice will be increased by 6% in each of their remaining years of employment, but no more than four years, after they are approved for this retirement plan. Any money paid to the employee over and above their scheduled salary increase as a result of participating in the retirement plan will be deducted from the employee's severance pool. The employee shall not receive any additional stipends or other TRS creditable compensation beyond the 6% increases provided herein for the remaining school years before retirement.

If the employee does not perform a stipend activity that was included in the original computation, the increase in TRS creditable compensation will be reduced proportionally. In no event shall an employee's increase in TRS creditable compensation exceed 6%;

(b) The TRS Early Retirement Option member contribution, if any, will be paid to TRS. Any amount paid to TRS as the Early Retirement Option employee contribution will be deducted from the employee's severance pool. If the amount in the severance pool is not sufficient to cover the cost of the employee's TRS Early Retirement Option contribution, the remaining cost of the contribution shall be borne by the employee;

(c) The employee may elect to receive single insurance coverage for a period of five (5) years from the employee's retirement date or until the employee turns 65, whichever comes first, at the single PPO rate in effect on the date of the employee's retirement in the insurance plan sponsored by the Teachers' Retirement System (TRS). The cost of such coverage shall be deducted from the severance pool. If the amount in the severance pool is not sufficient to cover the cost of insurance, the remaining cost of the insurance shall be borne by the employee.

(d) Any money remaining in the severance pool after the above deductions have been subtracted from the severance pool will be due and payable to the employee in one (1) lump-sum payment following the employee's last day of work and after the employee's final paycheck for regular earnings, but not later than September 1st.

6. Upon the death of the retiree after the effective date of his retirement but before the lump-sum payment in Paragraph 5(d) above is paid, the lump-sum, if any, shall be due and payable to the retiree's designated beneficiary, but no other death benefits available to full-time employees will be granted.
7. Retirement does not prohibit a retiree from securing employment that is consistent with the provisions of this policy, so long as such employment does not violate TRS rules concerning post-retirement employment.
8. In no way will the Board of Education expend more money than that which is equal to the employee's severance pool except where required to by statute.
9. The Board reserves the right to limit the participation in this retirement program to no more than two (2) teachers during the course of a school year. The Board further reserves the right to limit the number of teachers retiring under the TRS Early Retirement Option to 10% of those eligible. Decisions as to participation will be determined based upon greatest length of service within District 84.5. If a teacher retires under the TRS Early Retirement Option, the employer contribution, if any, will be paid to TRS by the Board.

10. The District agrees to sign a post retirement severance package agreement (see Appendix B) with the employee, which guarantees the payment of the employee's post-retirement severance package. Appendix B makes the agreement to pay this post-retirement severance package enforceable and establishes the employee's right to enforce the specific terms of the agreement noted in Appendix B.
11. Notwithstanding the execution of the post retirement severance package agreement between the employee and the District, the Association does not waive its right to file a grievance to enforce the terms of the collective bargaining agreement.
12. Under this retirement plan, all or a portion of the member ERO contribution may be paid by the Board depending on the severance pool available. The contributions for the member ERO contribution required under the Illinois Pension Code, although designated as employee contributions, are being paid in whole or in part by the Board under this policy in lieu of contributions by the employee and are being picked up pursuant to the Internal Revenue Code of 1986, Section 414(h)(2), as amended. The employees covered by this retirement program shall not have the option to choosing to receive such contributed amounts directly instead of having them paid by the employer to the Teachers' Retirement System..

ARTICLE XI
NO STRIKE/NO LOCKOUT

During the term covered by the agreement, the teachers shall not engage in any work stoppage, nor shall the Board lockout the teachers from conducting their normal duties.

ARTICLE XII
COMPLETE AGREEMENT

12.1 Complete Understandings.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any subject or matter covered by this Agreement. The terms of this agreement represent a full and complete understanding and commitment between the Board and the Association.

12.2 Items Not Contained in this Agreement.

The Board and the Association agree to mutually discuss any items of concern not covered by this agreement during their regular sessions.

12.3 Saving Clause.

If any provisions of this Agreement are held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provision shall be continued in full force and effect.

12.4 Conflict with Law.

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, and if such deletion does not materially affect this Agreement, the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement.

ARTICLE XIII
TERMS OF AGREEMENT

This Agreement shall become effective on July 1, 2011 and continue in effect through June 30, 2013. IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals as of the day and year first above written.

BOARD OF EDUCATION OF
RHODES SCHOOL DISTRICT 84.5

RHODES EDUCATION
ASSOCIATION, IEA-NEA

By: _____
President

By: _____
President

Attest:

By: _____
Secretary

Dated: _____

Dated: _____

05/25/11

APPENDIX A

APPENDIX B

RHODES SCHOOL DISTRICT NO. 84.5

POST RETIREMENT SEVERANCE PACKAGE AGREEMENT

This Agreement is entered into on this _____ day of _____ by and between Rhodes District 84.5 (“Employer”), and _____ (“Employee”) to confirm the rights of Employee to a retirement package from the Employer under the Agreement between the Rhodes Education Association, IEA-NEA and the Employer effective July 1, 2011 through June 30, 2013 (the “CBA”). It is expressly understood that this Agreement confirms all of the compensation, rights, and benefits given to Employee under Article X of the CBA.

1. Employee’s scheduled retirement is at the conclusion of the _____ school year.
2. Employee’s “severance pool” under Section 4 of Article X of the CBA is calculated to be \$_____. Employee is entitled to the following benefits under Article X of the CBA (check all that apply):

_____ 6% increases in TRS creditable earnings pursuant to Section 5(a).

_____ All or part of the TRS Early Retirement Option member contribution pursuant to Section 5(b), paid to TRS.

_____ All or part of the single insurance coverage after retirement pursuant to Section 5(c).

_____ Lump-sum retirement payment pursuant to Section 5(d) of the CBA. The amount of such payment shall be the money remaining in the severance pool after the appropriate deductions have been made from the severance pool. The payment will become due and payable after the final regular paycheck and last day of work but before September 1st of the year of retirement. Upon the death of Employee after his/her retirement but before the lump-sum retirement payment is made, the lump-sum will pass to a person specifically designated below to receive such benefits.

Beneficiary _____

Address _____

Phone Number _____

3. Employee understands that if the severance pool is insufficient to cover the cost of the benefits provided under Article X of the CBA, that the Employee will be solely responsible for the remaining cost of any such benefits (except for the employer contribution for the TRS early retirement option) or will not be entitled to such benefits, as required under Article X.
4. All payments made under Employee's retirement package will be made and paid following all applicable Federal and Illinois statutes, laws and regulations, and will be subject to all of the requirements and limitations set forth in Article X of the CBA.
5. Neither Employee nor any designated beneficiary under this contract can borrow against or assign the right to receive payments under this contract.
6. The laws of Illinois will apply to any disputes that arise under this contract.
7. The employee's notice of intent to retire to the Superintendent and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.

Rhodes School District 84.5

Retiree Name

Date

Date

Notary Signature and Seal