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## **ARTICLE I**

### **RECOGNITION**

The Board of Education of Paris Union School District No. 95, Edgar County, Paris, Illinois, hereinafter referred to as the “Board”, recognizes the Association of Paris Teachers IEA/NEA, hereinafter referred to as the “Association”, as the sole and exclusive negotiating agent for all full and part-time regularly employed certified personnel, hereinafter referred to as “Teachers”. Such representation excludes teacher aides, Superintendent, Assistant Superintendent, Building Principals, Assistant Principals, and “Supervisors”, meaning any individual having authority in the interests of the employer to hire, transfer, suspend, layoff, recall, promote, discharge, reward or discipline other employees within the appropriate bargaining unit and adjust their grievances or to effectively recommend such action if the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The term “Supervisor” includes only those individuals who devote a preponderance of their employment time to such exercising authority.

**ARTICLE II**  
**EMPLOYEE AND ASSOCIATION RIGHTS**

2.1 Non-Discrimination

The Board and the Association shall not discriminate against any teacher with respect to hours, wages, terms and conditions of employment for reasons of membership, or non-membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

2.2 Right to Representation

When a Teacher is required by the Board to appear before the Board concerning any matter that could adversely affect the teacher's employment status or the teacher's salary, the teacher shall be advised in writing of the reasons for the requirement. Further, the teacher shall be entitled to have an Association Representative present.

2.3 Personnel File

Each teacher shall have the right during regular business hours, but not when the teacher is otherwise assigned, to examine the contents of his/her personnel file provided one (1) hour advance notice is given. The teacher shall be permitted to place in the personnel file such written reactions as the teacher may desire, except for university credentials.

2.4 Professional Dues Deduction

The Board shall deduct from the pay of each teacher the current membership dues of the Association, including the Illinois Education Association and National Education Association, provided that at the time of such deduction the teacher has executed a written authorization form. The Association shall annually certify the amount of dues. The authorization form shall be furnished by the Association and shall remain in effect from year to year. All dues deducted by the Board shall be remitted to the Association ten (10) working days after the deduction. The authorization may be revoked between September 1 and September 15. The Association will receive written notice of the revocation within five (5) days.

2.5 Meetings, Notices, and General Information

The Association shall be allowed the following:

- A. The use of school buildings for meetings before 5:30 p.m. if the facility is not being used for other activities. The Association will pay for any additional expenses incurred by the Board for evening meetings, approved by the Superintendent. Such expenses shall be made known at the time of approval.

- B. The use of teacher mail boxes, electronic mail, in accordance with any District policy and an area assigned by the building principal for the purposes of internal communication.
- C. The use of school equipment, e.g., typewriters, copy machines and computers, outside the regular school day, if not being used for educational purposes. Computers shall only be used in accordance with any District computer usage policy. The Association shall pay for the cost of consumable supplies.
- D. The Board shall provide a telephone in each teacher lounge. Teachers shall be responsible for long distance charges. The Board reserves the right to remove the telephones at any time if the teachers making such calls do not pay for long distance charges.

#### 2.6 Minutes of Board Meetings

The Board agrees that a copy of the minutes of all Board meetings shall be sent to the Association President no later than one week following the Board meeting at which they were formally approved.

#### 2.7 District Financial Statements

The Association shall be furnished, upon request, copies of the annual financial statement, adopted budgets, and any other information available within the Illinois Freedom of Information Act. The cost for reproducing such information is to be assumed by the party requesting such information.

#### 2.8 Association Matters – Board Agenda

The Board will place as items for consideration on the Board Agenda an Association Report, when requested, on specific items brought to its attention by the Association during the Audience to Visitors portion of the Agenda, and after the meeting concludes, but prior to adjournment.

#### 2.9 Complaints

Before the Board or the administration takes any disciplinary action, a conference will be held with the teacher to discuss relevant aspects, including parental complaints.

#### 2.10 Fair Share

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association in an amount which qualifies for inclusion in the Fair Share fee pursuant to the rules and regulations of the Illinois Educational Labor Relations Board.

- B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. The Board shall pay such fee to the Association no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. It is expressly understood that this save 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 Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any Employee, who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- G. The Association agrees to comply with the rules and regulations of the Illinois Educational Labor Relations Board.

## ARTICLE III

### EMPLOYMENT CONDITIONS

#### 3.1 School Calendar

The Board shall establish a school calendar that shall contain no more than one hundred eighty-nine (189) workdays. If the emergency workdays are not used, they shall not become teacher workdays. Teachers will not be required to work more than one hundred eighty (180) days.

The School calendar shall reflect one-half (1/2) day of pupil attendance and one-half (1/2) day of teacher in-classroom preparation on the first day of pupil attendance of the school year, and one-half (1/2) day of pupil attendance at the end of the first semester for classroom activity review and classroom planning.

At the time that the Superintendent presents a proposed school calendar to the Board of Education, the Superintendent shall make a copy of the calendar available to the union President.

#### 3.2 Substitution

The Board will maintain a list of substitute teachers. In the event of teacher absence, an attempt will be made to provide a substitute.

#### 3.3 Notification of Assignments

All teachers shall be given written notice of his/her tentative teaching and coaching assignments for the forthcoming year no later than ninety (90) days preceding the first day of the new school term. In the event changes in such assignments are required, the teacher affected shall be notified. In the event of emergency changes after August 1, the teacher shall be notified and shall be allowed to resign if such change isn't acceptable.

#### 3.4 Vacancies – Posting

The Superintendent shall have posted in the district office and shall send to the Association President a written notice of all vacancies within the bargaining unit as well as vacancies in promotional positions. The Administration shall permanently fill no vacancy until five (5) teacher working days have elapsed following receipt of the notice. Temporary appointments may be made during the posting period.

The Board reserves the rights to assign, reassign, and transfer employees based upon criteria established for each position.

#### 3.5 Field Trips

Teachers may request field trips. Such requests shall be subject to the approval or denial of the building principal.

### 3.6 Internal Substitution

Any teacher required to substitute for a fellow teacher's entire class during that teacher's preparation period, or is required to simultaneously teach an entire class in addition to that teacher's regular assignment, shall be compensated according to Schedule A.

### 3.7 Aide Substitution

An attempt will be made to provide qualified substitutes for special education aides, classroom aides, building aides, and library aides. The Association will assist the administration in compiling a list of potential substitutes.

### 3.8 Teacher Work Day

The teacher workday shall not exceed eight (8) clock hours except that teachers shall be required to work a longer workday on occasion to accommodate:

1. Faculty Meetings
2. Conference/Workshop Days
3. Open Houses
4. Extra Duties as Compensated in Appendix A
5. Field Trips
6. Other Regular Scheduled School Activities
7. Emergencies as Defined by Administration
8. If the Administration permits the scheduling of parent/teacher conferences during evening hours, those teachers shall be compensated with an equal number of released hours in the afternoon of the regularly scheduled conference day.

An employee's level of participation in voluntary activities will not be reflected in evaluations.

Except in case of emergency, faculty meetings shall be scheduled at least twenty-four (24) hours in advance.

On days before a scheduled holiday, the teacher workday will end with the pupil attendance day. However, the teachers agree to maintain sufficient supervision, as determined by the building principal, until all children have left the building.

### 3.9 Clerical Assistance

Secretaries may assist teachers in preparation of materials if, in the opinion of the building administrator, time is available during the workday.

### 3.10 Dock

Should a teacher be docked, the docking will be 1/180<sup>th</sup> of his/her salary schedule amount.

### 3.11 Office Equipment

Each building shall have a computer, an electric typewriter and copy machine available, in good repair.

### 3.12 Keys

Teachers may request building and classroom keys. Administration may approve or deny such requests at its discretion. If approved, keys will be supplied without charge.

### 3.13 Preparation Time

Each full-time middle school teacher will have at least one regular class period per day for preparation time. The Board will endeavor to provide preparation time for each full-time elementary teacher while his/her students are attending another class such as music, physical education, reading improvement or library. The Association will be informed prior to the reduction of preparation time.

## ARTICLE IV

### LEAVES

#### 4.1 Sick Leave

Each teacher shall be entitled to twelve (12) sick leave days per year without loss of pay or benefits. Sick leave shall accumulate to no more than 360 days, including the leave for the current year. Sick leave shall be interpreted to mean personal illness, including pregnancy-related illness, or illness or death in the immediate family or household. The immediate family for purposes of this Article shall include parents, spouse, brothers, sisters, children, grandparents, aunts/uncles, grandchildren, parents-in-law, brothers and sisters-in-law, and legal guardians. Subject to the Board's operational needs, employees may use one (1) sick leave day each school year in order to attend a funeral for a person not defined as immediate family member.

#### Sick Leave Transfer

1. The Association shall be responsible for administering the sick leave transfer program.
2. A teacher shall be eligible to receive donated sick days under this program only if he/she has exhausted his/her sick leave days and his/her personal leave days.
3. Each teacher may voluntarily and irrevocably donate a maximum of two (2) sick days from his/her accumulated sick leave per year by September 1.
4. An eligible teacher may receive donated days up to a maximum of twenty (20) days per year and ninety (90) days per lifetime.
5. Donated sick days may be used for any permitted sick leave purpose.
6. The Association shall provide the Superintendent's Office, in writing, within five (5) days of any transfer, an accounting of each sick day which is donated and received, , the recipient, the number of days transferred and any other information required by the Superintendent's Office.

#### 4.2 Personal Leave

The Board shall grant each teacher two (2) personal leave days without loss of pay. After twenty (20) years of service as a teacher, a teacher shall be entitled to three (3) personal days per year. Unused personal leave days shall accumulate as sick days. Unless approved by the Superintendent, none will be taken the day before or after holidays or vacations.

#### 4.3 Association Leave

The Board will provide a total of no more than nine (9) teacher days of Association leave to be utilized at the discretion of the Association for attendance at official IEA conferences, workshops, and legislative hearings according to the following schedule:

- A. First three (3) days at no cost to the Association.

- B. Next four (4) days with cost of substitute teacher to be reimbursed by the Association to the District.
- C. Next two (2) days with the cost of teacher's salary to be reimbursed by the Association to the District.
- D. No more than four (4) teachers per school day shall be allowed to use Association leave.
- E. Personal leave days shall not be used for Association business.
- F. Notification for Association leave shall be made to the Superintendent's office two (2) school days prior to utilization.

4.4 Professional Meetings

Teachers may apply in writing for at least one (1) professional meeting and/or professional visit per year:

- A. If approved, the Board shall pay the cost of the substitute, conference fee, meals, mileage, and lodging.
- B. If not approved as outlined above, the teacher shall be given the option to attend one (1) professional conference with the Board paying for the cost of the substitute only, if a qualified substitute is available and with daily limitation as follows:

Middle School	2
Elementary	4

- C. If for any reason a teacher shall be denied a professional meeting, then upon request, the teacher shall be given written reason for such denial.

4.5 Court Witness and Jury Duty

Any teacher who serves as a member of a jury or is subpoenaed, as a court witness for non-school litigation shall continue to draw his/her regular salary provided that all monies received from such duties shall be turned over to the District. Reimbursement for mileage and other travel expenses shall not be considered jury pay.

4.6 Leaves-of-Absence

- A. Leaves-of-absence without pay for up to one (1) year may be granted to tenured teachers if requested at least two (2) months before the leave is to be taken subject to approval by the Board.
- B. Leaves may be granted for:

1. Advanced study leading to a degree in an approved university.
  2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
  3. Military service (dates for leaving and returning to be prearranged).
  4. Parental.
  5. Other reasons acceptable to the Board that will improve the educational program in the District.
- C. Teachers on such leaves may continue benefits if they reimburse the District for any prorated costs of benefits for which they apply.
- D. Teachers will not advance on the salary schedule while on any approved leave-of-absence without pay, but will be placed on the next appropriate step upon return.
- E. Teachers must notify the District of intent to return no later than June 1 and preferably by April 1 ninety (90 days) prior to date of re-employment. Failure to do so could act as a resignation from the District.

#### 4.7 Leave Benefits

Teachers of District No. 95 who are given a leave-of-absence for personal or health reasons may continue to participate in the district's hospitalization plan by paying the full cost of said plan.

#### 4.8 Civic Leave

Any teacher who serves as an elected/appointed official of a unit of local government will be released from his/her duties without loss of pay or benefits to attend official meetings of that unit of local government provided that the teacher reimburse the District for the cost of the substitute. No teacher shall be absent for civic duty leave for more than ten (10) days per school year.

#### 4.9 Family and Medical Leave Act

Paid sick leave which is taken for a purpose that is Family and Medical Leave Act eligible shall not count against the employee's annual Family and Medical Leave Act available leave time.

**ARTICLE V**  
**TEACHER TERMINATION**

5.1

No tenured teacher may be disciplined except for cause. Moreover, the Board may not dismiss any tenured teacher for reasons solely relating to the teacher's classroom performance unless the teacher has been evaluated.

5.2

In cases where the Board of Education has determined that tenured teachers' behavior and/or conduct is remediable, tenured teachers shall be given reasonable written warning specifically identifying the behavior(s) which, if not remedied, could be the basis for termination.

5.3

Prior to the issuance of a written notice of termination, the appropriate administrator will have a conference with the teacher, including therein a review of the teacher's personnel file.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### 6.1 Definition

Any claim by the Association or any teacher that there has been a violation, misrepresentation, and misapplication of the terms of this Agreement shall be a Grievance. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, this time limit shall consist of all weekdays.

#### 6.2 Procedure

All grievances shall be filed within thirty (30) days of the alleged violation, misrepresentation, or misapplication of the terms of the Agreement, or within thirty (30) days of the time when the grievant could reasonably have had knowledge of same.

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's building principal to resolve problems through free and informal communications. When requested by the teacher, Association representation may accompany the teacher to assist in the resolution of the grievance at any level of the grievance procedure. Any formal grievance shall conform to the following:

- A. The teacher shall present the grievance in writing to the building principal, who will arrange for a meeting to take place within six (6) days after receipt of the written grievance. The grievant and building principal shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the building principal's response, including the reasons for the decision. If there is no response, the grievance shall proceed to Step B.
- B. If the grievance is not resolved at Step A, or withdrawn, then the grievant shall refer the grievance to the Superintendent or the Superintendent's official designee within six (6) days after receipt of the Step A answer or within eight (8) days after the Step A meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place with the grieving parties within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within six (6) days following the meeting, the Association shall be provided with the Superintendent's written response including reasons for the decisions.
- C. If the dispute is not resolved at Step B, the Association may submit the dispute to final and binding arbitration, through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration isn't filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.

### 6.3 Bypass to Superintendent

If the grievant and the Superintendent agree, Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B.

### 6.4 Class Grievance

A grievance involving one or more teachers or one or more supervisors, and a grievance involving an administrator above the building level may be initially filed at Step B.

### 6.5 Representation

No grievant shall be required to discuss any grievances if the Association's representation isn't present.

### 6.6 Association Participation – Teacher Not Represented

When a teacher is not represented by the Association, the Association has the right to be present to state its views.

### 6.7 Release Time

Should the hearing of any grievance require that a teacher or Association representative be released from his/her teaching assignment, the teacher or Association representative shall be released without loss of pay or benefits.

**ARTICLE VII**

**NEGOTIATIONS PROCEDURE**

7.1

Negotiations shall be held pursuant to the Illinois Education Labor Relations Act. The parties agree that their duly designated representative shall negotiate in good faith. Each party shall select its own representative.

7.2

If agreement is not reached, a request for a mediator by either party shall be considered a joint request of the parties.

7.3

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties and take such steps, as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable Agreement.

**ARTICLE VIII**

**REDUCTION IN FORCE**

Whenever it is deemed necessary by the Board of Education to reduce tenured teaching personnel, the reductions shall be made on the basis of specific seniority categories specified below:

- A. If between two (2) or more teachers on the appropriate seniority list, the length of service with the Board is equal and prior teaching experience is equal, the salary schedule at the time of their removal with respect to education shall control. If these are equal, lots will be drawn.
  
- B. Seniority lists shall be developed in the following areas:
  - 1. Pre-K – Early Childhood
  
  - 2.
    - a. K-5<sup>th</sup> grades
    - b. K-5<sup>th</sup> Counselor
    - c. K-5<sup>th</sup> Physical Education
    - d. K – 5<sup>th</sup> Music
    - e. K – 5<sup>th</sup> Art
    - f. K – 5<sup>th</sup> Title Reading
    - g. K – 5<sup>th</sup> Librarian/Media
  
  - 3. Sixth - Eighth
    - a. Math
    - b. Science
    - c. Social Science
    - d. English
    - e. Physical Education
    - f. Counselor
    - g. Health Education
    - h. Music
    - i. Art
    - j. Title Reading
    - k. Librarian/Media
  
  - 4. District-Wide Special Education
  
- C. In order to automatically qualify for addition on a list, one of the following criteria must be met:
  - 1. Currently teaching in that area.

2. Maintains a certification or special endorsement in that area from the Illinois State Board of Education and is considered to be “Highly Qualified” in that area pursuant to the Federal No Child Left Behind legislation and state law implemented in this legislation.
  3. This legislation will be the determining factor for “Highly Qualified” status.
- D. If the Board of Education increases the number of teachers or has a teacher resign within one (1) calendar year after the layoff , the Board shall first offer re-employment to the teachers laid off, who are legally qualified to hold the position, in the reverse order of the layoff as specified in paragraphs B and C above.
- E. A teacher’s failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board’s letter recalling such teacher, sent by registered mail to the teacher’s address on file with the Board, shall result in termination of the teacher’s rights of recall hereunder.

## ARTICLE IX

### TEACHER EVALUATION PROCEDURE

#### 9.1 Notification

Within thirty (30) days after the beginning of each school term, the building principal or immediate supervisor shall acquaint each teacher with the evaluation procedure and the evaluation instrument. He/she shall also advise as to who will observe and evaluate. No evaluation shall take place until such orientation is completed.

#### 9.2 Observation

Formal observation shall be conducted with full knowledge of the teacher and should be at least thirty (30) consecutive minutes in length.

#### 9.3 Evaluation Procedure

The administrator shall evaluate each teacher in writing, using an administratively designed instrument. Teacher input was sought in designing such an instrument.

- A. Probationary teachers shall be formally observed and evaluated at least twice each school year. At least one formal evaluation shall occur prior to April 1.
- B. Tenured teachers should be formally observed and evaluated at least once every two (2) years. At least one formal evaluation shall occur prior to April 1 of one of the two years in question.
- C. A conference shall be held between the teacher and the evaluator within five (5) working days to discuss the evaluation. A copy of the formal evaluation shall be given to the teacher.
- D. The building principal shall provide the teacher with recommendations to improve the quality of teaching and to eliminate deficiencies noted in the evaluation. The responsibility for improvement resides with the evaluatee.
- E. The teacher shall have the right to attach an explanation to any adverse evaluation.

#### 9.4 Recommendations

Not later than forty-five (45) days before the end of the school term, the building principal shall complete a written evaluation report and make recommendations for each probationary teacher. The report shall not contain evaluative comments that have not previously been known to and discussed with the probationary teacher.

No additional information shall be placed in the teacher's personnel file without his/her knowledge.

#### 9.5 Evaluation Study Committee

The Evaluation Plan, as adopted by the Board of Education, will become a part of Board Policies, but will not be included in the collective bargaining agreement between the Association of Paris Teachers and the Board of Education.

#### 9.6

Agreeing to the above procedures for formal written evaluation of classroom performance does not limit the right of management to judge teachers in any other manner while performing duties for the school district.

## ARTICLE X

### SALARY AND RELATED BENEFITS

#### 10.1 Compensation

Teachers will be compensated according to Appendix B, which is attached, and a part of this Agreement.

#### 10.2 Hospitalization and Major Medical

The Board shall pay for each properly enrolled teacher eighty-five percent (85%) of the monthly premium toward his/her health and life insurance policy subject to the following:

- a. The annual in-network deductible that a teacher with single coverage shall pay in accordance with the plan terms is \$750.00
- b. The annual in-network deductible that a teacher with family coverage shall pay in accordance with the plan terms is \$750.00 per individual to a maximum of three.
- c. The annual out-of-pocket in-network expense that a teacher with single coverage shall pay in accordance with the plan terms is \$1,000.00.
- d. The annual out-of-pocket out-of-network expense that a teacher with single coverage shall pay in accordance with the plan terms is \$2,000.00.
- e. The annual out-of-pocket in-network expense that a teacher with family coverage shall pay in accordance with the plan terms is \$3,000.00.
- f. The annual out-of-pocket out-of-network expense that a teacher with family coverage shall pay in accordance with the plan terms is \$6,000.00.
- g. The Board shall create an insurance committee. Four representatives selected by the Association shall serve on the committee.

#### 10.3 Hospitalization and Major Medical Option

Teachers of District No. 95 who retire may continue to participate in the district's hospitalization plan by paying the full cost of said plan.

#### 10.4 Supervision

Teachers that are ticket takers, fan bus chaperones, door watchers, and helpers (crowd control) will be paid by a separate check at the end of the respective sport season.

#### 10.5 Mileage

Teachers of District No. 95 shall be reimbursed at the IRS mileage rate for all required school-related travel.

#### 10.6 Extended Contract

Teachers on extended contract will be paid per day 1/180<sup>th</sup> of the base of the column appropriate to the teacher's position on the salary schedule.

#### 10.7 Pay Period

Each teacher of District No. 95 shall be given the option to be paid in twenty-six (26) equal payments or in twenty (20) equal payments, to be made every two weeks, commencing each school year, on the Friday of the second full week of school. Should a regular payday fall on a day that isn't a teacher workday, teachers will receive paychecks on the last workday prior to these dates.

#### 10.8 Outside District Teaching Experience

Each teacher will be given full credit on the salary schedule for teaching experience outside the district if the Superintendent deems that experience substantive.

#### 10.9 Sheltering

The Board agrees to pay all of the contribution to the Downstate Teachers' Retirement System. To the extent provided by law, such contributions are intended to be tax sheltered.

#### 10.10 Compensation for Work Beyond School Year

Any teacher agreeing to work beyond one hundred eighty (180) days shall be paid \$28.50 per hour during the 2011-2012 school year and \$29.00 per hour during the 2012-2013 school year except those on extended contract, working under a fee program, or working under a grant.

## ARTICLE XI

### EFFECT OF AGREEMENT

#### 11.1 Full and Complete Understanding

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

#### 11.2 Limitations

Terms and conditions not expressly provided in this Agreement are to be reserved unto the Board and its officers, and the authority granted to them by statute shall not be diminished by this Agreement.

#### 11.3 Savings Clause

Should a court of competent jurisdiction declare any article, section, or clause of this Agreement illegal, 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.

#### 11.4 No-Strike

The Association agrees that during the term of this Agreement that it or its individual members will not in whole or part refuse to render complete service to the school district.

#### 11.5 Management Rights

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

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

#### 11.6 Terms of Agreement

This Agreement shall be effective July 1, 2011; and shall continue in effect until June 30, 2013-

**ARTICLE XII**

**EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF the Parties have set forth their signatures on the date recited below:

FOR THE ASSOCIATION OF PARIS  
TEACHERS IEA/NEA

FOR THE BOARD OF EDUCATION  
PARIS UNION SCHOOL DISTRICT #95

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCHEDULE A – EXTRA DUTY FOR EXTRA PAY 2008-2011

Any bargaining unit member who is interested in performing an extra duty assignment for the following school year may submit a written notice of their interest to the Superintendent by March 1.

Class Sponsors				
Freshman	290	300	310	323
Sophomore	290	300	310	323
Junior	878	908	940	978
Junior	587	607	628	653
Senior	441	456	472	491
Music				
High School Band	4,448	4,604	4,765	4,955
Asst. High School Band	4,081	4,224	4,372	4,547
Jr. High School Band	2,045	2,116	2,190	2,278
High School Show Choir	587	607	628	653
After School Chorus	587	607	628	653
Elementary Chorus (2)	733	759	785	817
Mayo Chorus	290	300	310	323
Arena (HS)				
1 sponsor	1,463	1,514	1,568	1,630
May Fete				
1 sponsor (Revolving Acct)	973	1,008	1,043	1,084
1 sponsor (Revolving Acct)	691	715	740	769
Agriculture Occupations (HS)	1,463	1,514	1,568	1,630
Art Club (HS)	587	607	628	653
Audio/Visual (HS)	1,168	1,209	1,251	1,301
Dance Team/Flag Girls (Revolving Acct)	1,003	1,038	1,074	1,117
Drama Sponsor (HS) (Revolving Acct)	1,892	1,958	2,027	2,108
FFA (HS)	587	607	628	653
FHA (HS)	587	607	628	653
French Club (HS)	587	607	628	653
Home Ec. Related Occupations (HS)	1,463	1,514	1,568	1,630
Interrelated Coop Coordinator (HS)	1,463	1,514	1,568	1,630
JETS/WYSE (HS)	587	607	628	653
Mentoring Coordinator (HS)	1,022	1,058	1,095	1,140
Mock Trial Sponsor (HS)	1,022	1,058	1,095	1,140
National Honor Society (HS)	587	607	628	653
National Honor Society Asst (HS)	312	323	334	348
Newspaper (HS)	733	759	785	817
Newspaper (Mayo)	1,022	1,058	1,095	1,140
Office Occupations (HS)	1,463	1,514	1,568	1,630
PEN (HS)	1,463	1,514	1,568	1,630
SADD (HS)	587	607	628	653
Scholastic Bowl (HS)	2,045	2,116	2,190	2,278
Scholastic Bowl (Mayo)	1,168	1,209	1,251	1,301
SOS (HS)	1,022	1,058	1,095	1,140