

ARTICLE I – RECOGNITION

The Board of Education of Dimmick Community Consolidated School District No. 175, LaSalle County, LaSalle, Illinois, hereinafter referred to as the “Board” hereby recognizes the Dimmick Elementary Teachers Association, IEA/NEA, hereinafter referred to as the “Association” as the sole and exclusive negotiating agent for all regularly employed full-time and part-time certified teaching personnel, hereinafter referred to as “Teachers”. The following employees are excluded from the Association: supervisors, managerial, confidential, short-term, student employees and all non-certified personnel.

The part-time teachers included in the unit shall receive salaries and benefits based on their fractionalized employment status, except as otherwise provided in the Agreement and subject to the requirements of the insurance carrier.

ARTICLE II – MANAGEMENT RIGHTS

It is agreed that all subjects and rights which are beyond the scope of negotiations under the Illinois Educational Labor Relations Act, and also all subjects and rights which are within the scope of negotiations but which are not limited by the terms of this Agreement, are retained by the District.

Such subjects and rights include, but are not limited to, the determination of the following matters:

1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.
2. The maintenance of efficiency in governmental operations.
3. All services to be rendered to the public and to the District personnel in support of services rendered to the public, the nature, methods, quality, quantity, and standards of service and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed including support, construction, maintenance, and repair services.
4. The financial structure of the District, including methods for raising revenue and establishment and maintenance of the District’s overall budget and budgetary allocations.
5. The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased, or otherwise controlled.
6. The lawful utilization of personnel not covered by this Agreement.
7. The selection, classification, direction, promotion, demotion, and retirement of all personnel of the District; the assignment of teachers to any location and also to any facilities, classrooms, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when and where there is a job opening.
8. The job classifications and the content and qualification thereof, facilities, functions, activities, and operations; except as limited by the express terms of this Agreement.
9. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment.

10. The determination of the curriculum, as well as educational policies, procedures, objectives, goals, and programs.
 11. All other rights and powers not expressly limited by the clear and explicit language of this Agreement, including all rights and powers granted by the State of Illinois, are also expressly reserved to the District.
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ARTICLE III – GRIEVANCE PROCEDURE

SECTION 1: DEFINITIONS

- A. A grievance shall mean an allegation by a teacher resulting in a dispute or disagreement to the interpretation or application of any term or terms of this Agreement.
- B. All time limits consist of school days. Except 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. Time limits may be extended by mutual written consent.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement.

SECTION 2: PROCEDURE

- A. STEP I – The grievant may present the grievance in writing to the Superintendent within twenty (20) days of the event giving rise to the grievance, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant shall specify in writing the Article and Clause alleged to have been violated and shall state the remedy sought. The grievant and the Superintendent shall be present for the meeting. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent’s written response.
- B. STEP II – If the grievance is not resolved at Step I, then the Association or grievant may refer the grievance to the Board or the Board’s official designee within ten (10) days after receipt of the Step I answer. The Board shall arrange with the Association Representative for a meeting to take place within ten (10) days of the Board’s receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Board’s written response.

SECTION 3: ARBITRATION

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as administrator of the proceedings. If a demand for arbitration is not filed with the Board within twenty (20) days of the date of the Step II answer, then the grievance shall be deemed withdrawn.

- A. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the District and

the Association, and his/her decision must be based only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- B. Each party shall bear the full costs for its representation in the grievance procedure.
- C. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.
- D. Each party shall share equally the cost of the arbitration which shall be limited to the arbitrator's cost.

SECTION 4: BYPASS

By mutual written agreement, any Step of the Grievance Procedure may be bypassed.

SECTION 5: GRIEVANCE WITHDRAWAL

- A. A grievance may be withdrawn at any level without establishing precedent.
- B. Failure of a teacher of the Association to act on any grievance within the prescribed time limits will bar any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

SECTION 6: FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the teachers.

SECTION 7: CLASS GRIEVANCES

Grievances involving two or more teachers shall be initially filed by the Association.

SECTION 8: RELEASE TIME

Should the investigation or processing of any grievance require that the employee or an Association Representative be released from their regular assignment, the employee or Association Representative shall be released without loss of pay or benefits.

ARTICLE IV – TEACHER AND ASSOCIATION RIGHTS

SECTION 1: RIGHT OF REPRESENTATION

When any teacher is required to appear before the Board for a formal discussion concerning a disciplinary matter, the teacher shall be given reasonable prior written notice of the reason(s) for such meeting and shall be entitled to have a representative of the Association present, if the teacher so desires. A teacher desiring Association representation shall be given reasonable notification to the Board or designee prior to the meeting.

SECTION 2: PERSONNEL FILE

- A. Every teacher shall have access to his/her official personnel file, during regular office hours at a time when the teacher has no duties, within forty-eight (48) hours from the time written notice is given to the Superintendent. The Superintendent or designee may be present during such review. The teacher may not remove any material from the file.

- B. The teacher shall have the right to attach any explanation to any materials that are placed in his/her personnel file.
- C. The teacher shall acknowledge that he/she has seen the contents of his/her file by affixing his/her signature on the original copy. Said signature does not indicate agreement with the contents of the file.
- D. Review shall be limited to documents or information that the Employer may use in determining that teacher's qualifications for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action. Excluded from this right to review are the following:
 - 1. All pre-employment confidential materials.
 - 2. Tests used as a basis for hiring and promotion or graded questions and answers.
 - 3. Materials used by the Employer for management planning, external peer review documents concerning salary increases, promotions and job assignments or other comments or ratings used for planning purposes.
 - 4. Records relevant to a pending claim between the Employer and employee which are subject to discovery in a lawsuit.
 - 5. Security records incident to an investigation of criminal conduct or other harmful activities by an employee.

SECTION 3: USE OF THE SCHOOL BUILDING

The local Association shall have the right, upon approval of the Building Principal or District Superintendent, to use the school building for meetings at a time when school is not in session provided such meetings do not interfere with instructional and/or extra curricular programs. Whenever special custodial service is required, the Board may make a reasonable charge for this service.

SECTION 4: USE OF MAILBOXES

The Association shall have the right to use inter-school mail and distribute information to all teachers in the teachers' mailboxes.

SECTION 5: BULLETIN BOARDS

The Association shall be provided the use of a designated bulletin board.

SECTION 6: USE OF EQUIPMENT

With the approval of the Superintendent or his/her designee, the Association may use District equipment provided that the use of said equipment does not interfere with instructional and/or extra curricular programs. The Association will be assessed the prevailing charge for copies.

SECTION 7: MEETINGS, NOTICES AND GENERAL INFORMATION

The Board shall provide one copy of the current Board Policy Manual in the District Office for teacher use.

The Association President or designee shall be provided copies of the following:

- A. Notice of Regular and Special Meetings.
- B. Approved Board minutes of all Open Meetings.

C. Agendas.

These items will be placed in the President's or designee's school mailbox. Within thirty (30) days of ratification and approval of the Agreement, the Board shall have prepared two (2) original copies of the Agreement, one (1) copy to be delivered to the Association and one (1) copy to be retained by the Board.

SECTION 8: NO STRIKE

During the term of this Agreement, teachers shall not participate in a strike in whole or in part. Strike means a teacher's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or his or her stoppage of work, or his or her absence in whole or in part from the full, faithful or proper performance of his or her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment. The Employer agrees that, for the duration of the Agreement, it will not engage in a lockout of teachers.

SECTION 9: VACANCIES

Vacant teaching positions shall be posted for a minimum of five (5) working days prior to the filling of the position.

ARTICLE V – LEAVES OF ABSENCE

SECTION 1: SICK LEAVE

Teachers shall be entitled to ten (10) days of Sick Leave per year. Unused Sick Leave shall accumulate to an unlimited number of sick days of which up to two (2) years, (360 days), or whatever the State considers necessary may be used for the purpose of early retirement.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family. The Superintendent and/or his designee shall monitor the use of teachers' sick leave.

For the purpose of Sick Leave, "immediate family" shall include parents, spouse, children, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

In the event of the death of an "immediate family member" as defined in the previous paragraph, employees are entitled to a maximum of three days of absence per year without loss of pay and/or sick or personal leave days. If the requested bereavement period extends beyond three days, the employee shall be permitted to use sick days.

After an absence of three (3) days for personal illness, the teacher may be required to furnish a physician's certificate of treatment.

The Employer shall furnish each employee with a written statement at the beginning of each employee work year setting forth the total sick leave credit.

When a teacher is unable to work due to an illness or injury to themselves or an immediate family member, and has exhausted all available paid leave to which they are entitled, that teacher may apply for additional paid leave days from the sick leave bank. The sick leave bank from which days may be drawn shall be created by the Teachers' Association in consultation with the Superintendent. The Association President shall be responsible for obtaining from time to time written authorizations signed by contributing teacher's accumulated leave, and maintained in the bank.

SECTION 2: PERSONAL BUSINESS LEAVE

Full-time teachers shall have two (2) personal business leave days.
Part-time teachers shall have one (1) business leave day, prorated.

The use of Personal Business Days is subject to the following conditions.

- A. Non-accumulative.
- B. At least five (5) days prior written notice with explanation must be given to the Superintendent or his designee.
- C. No days may be used immediately before or immediately after a holiday unless prior approval is granted by the Superintendent.
- D. Full-time teachers must use personal business leave in full-day increments. Half day leave may be used providing the teacher contacts his or her own substitute.
- E. Personal Business Leave days can only be used for personal business that cannot be completed beyond the regular work day and weekends.
- F. Personal Business Leave cannot be used during the first week and the last week of the school year without special advance written permission of the Superintendent. The Superintendent retains the prerogative to approve or disapprove all such requests.
- G. No more than two (2) teachers may be granted Personal Leave for the same day, except in cases of emergency.
- H. Unused personal leave days shall be added to accumulated sick leave at the end of each school year.

With the Superintendent's prior approval, a teacher may be granted additional personal leave days. Payment for the substitute teacher will be deducted at the current substitute payment rate from the teacher's next regular paycheck.

SECTION 3: PROFESSIONAL DAY

At the beginning of each school year, each teacher shall be credited with one (1) day to be used as a Professional Day. The use of such day is subject to the following conditions:

- A. The purpose must be approved by the Superintendent.
- B. The teacher must notify the Superintendent in writing at least one week in advance of the activity. The notice shall provide the date and purpose.

SECTION 4: CHILD CARE LEAVE

A leave of absence may be granted to any tenured teacher for the purpose of child care. Such leave is subject to the following conditions:

- A. The leave period may be for the duration of the school semester in which leave was granted but in no case shall the leave exceed one calendar year from the commencement of the leave. The teacher may request an extension of the leave period through the end of the current school year and such request, if granted, shall be at the discretion of the Superintendent.
- B. A teacher desiring such leave shall make application no later than sixty (60) days prior to the commencement of the leave. The beginning and ending dates of such leave must be acceptable to both the Administration and the teacher consistent with a reasonable continuity of the instruction program. A teacher may request early reinstatement but such reinstatement shall be at the discretion of the Superintendent.
- C. A teacher who is granted Child Care Leave shall retain all tenure rights and seniority upon return.
- D. The teacher may elect to continue insurance benefits by paying the full premium amounts, during the term of the leave, subject to the requirements of the insurance carrier.
- E. Upon termination of the leave, the teacher shall be reinstated to the same or similar position.

SECTION 5: JURY DUTY

There shall be no loss in salary because of Jury Duty, except that the Board may make a deduction equal to the amount received for such Jury Duty.

ARTICLE VI – WORKING CONDITIONS

SECTION 1: TUITION REIMBURSEMENT AND ADVANCEMENT ON THE SALARY SCHEDULE

A. GRADUATE CREDIT APPROVAL AND REIMBURSEMENT

1. Teachers who take courses voluntarily shall be reimbursed for actual tuition costs at a rate not to exceed the current tuition costs billed by Northern Illinois University. Up to three (3) approved credit hours may be earned each semester and no limit will be placed on the number of approved hours taken during summer sessions.
2. Teachers who earn either graduate and/or undergraduate courses as a result of a requirement by the Board shall be reimbursed for actual tuition costs at a rate not to exceed the current tuition costs billed by Northern Illinois University.
3. Teachers who earn pre-approved graduate and/or non-graduate credits may be advanced on the Salary Schedule and receive reimbursement provided the following requirements have been met:
 - a. The teacher shall present a Request for Course Subject Approval to the Superintendent in advance.

- b. The Superintendent may accept or reject the course based on its relation to subject(s) taught and subject to the following conditions
 - i. No combination of graduate, undergraduate and/or workshop credit hours may be used in order to advance beyond the Bachelors 36/Masters line of the salary schedule by any teacher who possesses a bachelor degree.
 - ii. Teachers who possess a Masters degree may advance to a maximum of Masters +24 on the salary schedule using any combination of approved graduate, undergraduate and/or workshop hours.
- c. Once advanced approval of the course is given and the course is taken, the following conditions must be met prior to the teacher receiving the appropriate Salary Schedule placement and reimbursement:
 - i. All hours must be earned at an accredited university;
 - ii. Satisfactory completion of the course must be demonstrated;
 - iii. An official transcript from the university demonstrating successful completion must be on file in the District's Administrative Office no later than the first Tuesday in September.
- 4. Teachers shall be advanced to the appropriate earned Step on the Salary Schedule only at the beginning of the academic year. The rates of pay in this Section become effective the date the Board ratifies this agreement.
- 5. Teachers who have not earned at least three approved graduate, undergraduate and/or workshop credit hours in the three years preceding the school year will be frozen at their current step on the salary schedule.

B. WORKSHOP APPROVAL AND REIMBURSEMENT

- 1. Advancement on the salary schedule can also be achieved by accumulating clock hours for professional workshops and/or undergraduate courses taken. Teachers who attend workshops or courses either voluntarily or at the request of the administration shall be reimbursed for actual registration costs.
- 2. Fifteen (15) approved clock hours of professional workshops of non-college credit courses will constitute the equivalent of one graduate semester hour to be applied to the salary schedule. Any advancements on the salary schedule shall be made only at the beginning of the school year and only upon satisfactory completion of fifteen (15) workshop/non-college credit hours. The rates of pay in this Section become effective the date the Board ratifies this Agreement.
- 3. Workshops or courses must be approved by the Superintendent, in writing, prior to participation if the hours earned from the workshops or courses are to be applied to the salary schedule.

Salary credit may not be given for courses/workshops that:

- a. Are taken on school time as enumerated in this contract and the approved school calendar;
- b. Are required by either State or Federal agencies for continued employment;
- c. Have no direct relationship to the teaching situation;

- d. Are not approved in writing prior to attendance;
- e. Are not documented, including a written summary and evaluation as an attachment to the workshop approval form.

SECTION 2: MILEAGE

Should a teacher be required by the District to use his or her personal vehicle for school business, they shall be paid according to the existing Internal Revenue Service rate. Reimbursement shall be given only to and from the destination that was pre-approved using the school as a base.

SECTION 3: TEACHER WORK DAY

All teachers will begin the teaching day at 8:15 a.m. Teachers will remain on duty for fifteen (15) minutes beyond dismissal time Monday through Thursday. On the last work day of the week the teachers need not remain the full fifteen (15 minutes) All teachers shall be afforded a duty-free lunch of no less than thirty (30) minutes.

SECTION 4: STIPEND/RELEASE TIME FOR SPECIAL PROJECTS

The parties recognize that teachers may be asked to undertake special projects separate and apart from their usual teaching duties. When a special project is offered to a teacher or group of teachers by the Superintendent, the Superintendent and teacher(s) involved shall agree upon whether a stipend be paid or release time given before the work is performed. The nature of the assignment, time line, and stipend/release time agreement shall be recorded on a form designed for that purpose.

ARTICLE VII – SALARY PROVISIONS

SECTION 1: SALARY SCHEDULE

The Salary Schedule shall be as set forth in Appendix A which is attached to and incorporated into this Agreement. See attached schedules.

SECTION 2: PAYROLL

Regular paydays shall be on the 15th and the 30th of each month. Each teacher shall be paid on a twelve (12) month basis.

SECTION 3: PAYDAYS SCHOOL NOT IN SESSION

If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive their checks on the last work day prior thereto. During the summer, checks shall be mailed on the day before the appropriate pay day.

Teachers desiring to pick up their paychecks on the regular payday shall notify the Superintendent or designee of their intentions no later than two (2) days prior to the payday.

SECTION 4: SUPPLEMENTAL PAY

The availability of the following positions will be posted in a timely manner and offered according to seniority. If no member of the certified staff requests the position, the Board may offer the position at the same rate of compensation to non-certified individuals whether employees of the district or not.

Lead Teacher	\$1,000.00 per year
Substitute Lead Teacher	10.00 per day
RtI/Flexible Service Coordinator.....	10% of the individual's salary based upon location on the attached salary schedule

EXTRA – CURRICULAR PAY

Spelling Bee	\$150.00
Scholastic Bowl.....	\$800.00
Science Fair Sponsor.....	\$300.00
History Fair Sponsor	\$300.00
Student Council Sponsor.....	\$125.00
Music Competitions	\$300.00
Yearbook.....	\$500.00
Athletic Director.....	\$1,000.00
Girls' Basketball Coach	\$1,500.00
Boys' Basketball Coach	\$1,500.00
Girls' Volleyball Coach	\$1,500.00
Boys' & Girls' Track.....	\$1,125.00
Cheerleading Sponsor	\$850.00
Other Janitorial & Miscellaneous Help.....	Wage at the discretion of the Board

The Board reserves the right to add, modify, or delete any extra curricular position listed above. The activity must be successfully completed prior to payment for the activity. Payment will be made as part of the teacher's regular paycheck.

SECTION 5: EXPERIENCE CREDIT

Teachers new to the District may receive full credit for up to ten (10) years for full-time teaching experience in Illinois public schools. Any other recognition of experience shall be at the discretion of the Board.

SECTION 6: EARLY RETIREMENT INCENTIVE

A retirement program shall be available between July 1, 2009 and June 30, 2014 for teachers who complete at least fifteen (15) years of full-time service in the District, the last ten (10) years of which shall be continuous; are at least age 55 upon the effective date of retirement, or become 55 years old within six (6) months of the effective date of retirement; have not filed for participation in the TRS ERO retirement program; and whose retirement is approved by the Board. A teacher must also be in good standing with the Board, and his/her participation must not be the result of any contemplated disciplinary action.

An eligible teacher may submit a written request to retire to the Superintendent by no later than July 1 of any year covered by this Agreement, setting forth a retirement date of no later than

June 30, 2014; this notice shall be irrevocable, except as set forth below. The Board may, in its sole discretion and without establishing a practice or precedent, limit the number of teachers who participate in this program in any school year to not lower than 10% of those who satisfy the foregoing eligibility requirements, based on seniority in the District; ties in eligibility shall be determined by total years of TRS service credit. If the foregoing limit is imposed for any school year, and the number of eligible teachers who submit a timely and proper notice exceeds said limit, the notices of those teachers not approved because of said limit shall be considered for participation in the program during the next school year, unless rescinded by the teacher. Imposition of such a limit by the Board shall be non-reviewable and not subject to grievance. Eligible teachers who submit a timely and proper notice who have not had their retirement approved because of the imposition of the foregoing limit shall be allowed to retire under this program by no later than June 30, 2014.

A teacher's notification of retirement may only be rescinded for death, diagnosis of terminal illness, or total disability of the retiree or his/her spouse; or other reasons determined solely by the Board; said reasons shall not create a practice or precedent with respect to granting or denying other requested changes in retirement, shall be non-reviewable and not subject to grievance. A teacher's written intent to rescind notification of retirement must be submitted to the Superintendent no later than January 1 of the school year in which retirement was intended. Any teacher who has received all or part of the benefit of this retirement program and who then submits a valid written notice to rescind his/her retirement request shall refund to the Board any and all amounts paid hereunder prior to the beginning of the next school year.

Eligible teachers whose retirement under this Section is approved by the Board shall receive, as an early retirement incentive, an increase in their TRS creditable compensation (as defined by TRS) of six percent (6%), or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to TRS or the State of Illinois, whichever is less, for each full year of service prior to their retirement date that (with said increase) will be used in the calculation of the teacher's TRS retirement annuity, up to a maximum of three (3) years. Notwithstanding anything in this Section to the contrary, the Board shall not be required to pay any benefit that would subject the Board to any additional contribution, penalty or other payment to TRS or the State of Illinois. Said amounts shall be paid to the teacher in equal installments as salary.

No teacher participating in this retirement program shall, for any reason, receive any additional compensation beyond the amount set forth above, notwithstanding any contract, collective bargaining agreement, policy, practice or procedure, or any portion thereof to the contrary. All extra duties and assignments performed by the teacher in the year his/her notice is approved will continue to be performed until the teacher's effective date of retirement. A teacher may voluntarily resign from an extra duty or assignment, or be removed from an extra duty or assignment by the Board for cause, with a reduction in the amount of his/her benefit equal to the amount of the then-current compensation for said extra duty or assignment.

The foregoing benefit shall be the sole early retirement benefit paid by the Board. By accepting this benefit, a teacher expressly waives any and all rights to participate in any early retirement initiative, benefit or incentive otherwise available (or which may become available) including, but not limited to, ERO, or any other early retirement benefits subsequently made available by the Board or applicable law. Teachers accepting this benefit, in further consideration of same, agree that should they avail themselves of any other early retirement initiative, incentive or benefit, they shall immediately become obligated to repay to the Board an amount equal to any

payments made pursuant to this section on their behalf, not as a penalty, but solely as liquidated damages for breach of his section.

TRS EARLY RETIREMENT OPTION (ERO)

Teachers who do not elect to receive the early retirement incentive set forth above may participate in ERO. Participation in ERO shall be pursuant to applicable law and TRS rules, except that the Board may annually limit the number of ERO participants to 10% of eligible teachers on the basis of seniority, with ties in eligibility to be determined by total years of TRS service credit. The Board may in its sole discretion waive this limitation; such waiver shall be non-reviewable, not subject to grievance and shall not create a practice or precedent. Teachers who elect to participate in ERO shall be solely responsible for all employee contributions determined to be due by TRS.

Any teacher who elects ERO expressly waives any and all rights to participate in any early retirement initiative, benefit or incentive otherwise available (or which may become available) including, but not limited to, ERO, or any other early retirement benefits subsequently made available by the Board or applicable law. Teachers electing ERO, in further consideration of same, agree that should they avail themselves of any other early retirement initiative, incentive or benefit, they shall immediately become obligated to repay to the Board an amount equal to any payments of such other initiative, benefit or incentive made to or on behalf of the teacher, not as a penalty, but solely as liquidated damages for breach of this section.

ARTICLE VIII – INSURANCE

SECTION 1: HEALTH INSURANCE

The Board will create a pool from which bargaining unit members will draw funds to pay for health insurance costs.

In 2009-2010 the Teacher's Insurance Pool (TIP) will be funded at \$106,000. In 2010-2011 the TIP will be funded at \$125,828. In 2011-2012 the TIP will be funded at \$135,000.

Bargaining unit members will access the TIP according to the following priority:

1. Bargaining unit members who choose health insurance will be credited with an amount equal to the cost of single insurance.
2. Out of the funds remaining after priority 1 has been met, bargaining unit members who choose the stipend in lieu of insurance, will receive a benefit equal to the cost of single health insurance coverage, not to exceed \$5,000.00. The stipend will be paid in two equal installments on December 30th and June 30th.
3. All funds remaining in the pool after priorities 1 & 2 have been met will be credited on a pro rata (equal) basis to meet the cost of insurance for those bargaining unit members who choose a coverage option other than single coverage.
4. Upon the expiration of the contract on June 30, 2012, any reserve funds in the pool will remain in the pool and will roll over to the next contract period.

In the event the TIP does not meet the entire cost of bargaining unit members' insurance coverage, individual bargaining unit members will pay the difference between TIP funds available to them and the actual cost of insurance they have chosen.

In the event the TIP provides for excess funds, those funds will be carried over each year during the life of this contract.

All pool numbers are based on an FTE of 11. Should the District's FTE change during the life of this agreement, the TIP will be increased or decreased by the amount equal to the actual insurance cost of the bargaining unit member(s) involved.

In order to monitor District health insurance needs and costs, an INSURANCE COMMITTEE will be formed to discuss and review rates and coverage's. The insurance committee will meet annually on or before May 1 to review pool figures. Any changes in employee access to the pool over the course of the year will require an insurance committee meeting to be held to determine the impact of that change and adjust figures and or potential costs accordingly. The insurance committee will be made up of two bargaining unit members, the Superintendent and one Board of Education member. Any recommendations coming from the insurance committee will go directly to the Board of Education for action.

SECTION 2: LIFE INSURANCE

For the life of this Agreement, the Board will pay the premium for \$25,000 of group-term life insurance for each teacher who is employed one-half-time or more.

ARTICLE IX - TECHNICAL CLAUSE

SECTION 1: DURATION

This agreement shall be effective for three (3) years, July 1, 2009 through June 30, 2012. The salary and benefits shall take effect at the beginning of the academic school year as specified in the official school calendar.

SECTION 2: SAVINGS CLAUSE

Should any Article, Section, or Clause of the 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 for the duration of the Agreement.

SECTION 3: 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.

The Association agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, nor will negotiations be reopened on the effect of any permissible management action during the life of this Agreement. The operating of schools and the direction of staff are vested exclusively in the School Board.

RATIFICATION

For the Board of Education
Dimmick community Consolidated
School District #175

For the Dimmick Elementary
Teachers Association
IEA/NEA

Debora Black, President

Maribeth Ficek, President