

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**INDIAN VALLEY VOCATIONAL
EDUCATION ASSOCIATION**

AND

THE BOARD OF CONTROL

2011 - 2014

**ARTICLE I
RECOGNITION AND REPRESENTATION**

1.1 Parties to the Agreement

This agreement is made and entered into this 1st day of June, 2011, by and between the Board of Control of Indian Valley Vocational Center and the Administrative District, hereinafter referred to as the "Board" and the Indian Valley Vocational Education Association, IEA-NEA, hereinafter referred to as the "Association" pursuant to and in compliance with the Illinois Educational Labor Relations Act, Public Act 83-1014.

1.2 Recognition, Jurisdiction, and Scope

The Board recognizes the Association as the sole and exclusive representative for all full-time and regularly employed part-time certified classroom teachers and counselors of Indian Valley Vocational Center. Excluded from the bargaining unit are the Director, Supervisors, and Central Office Staff.

1.3 Conformity to Law

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction or in event the Congress of the Legislature enacts a law in conflict with any article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

1.4 Board/Association Negotiation Agreement

The Board agrees not to negotiate with any other employees' teacher organization with regard to items contained in this Agreement unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement. It is understood and agreed, however, that the Board, Administration, individual employees, or group of employees in the Center retain their right to discuss problems relating to educational matters which are beyond the scope of salaries and the terms covered by the Agreement.

1.5 Petition Requirements

An organization challenging the Association must submit evidence that is has at least thirty percent (30%) of the employees in the negotiating unit as paid-up members. Such proof of membership shall be verified by affidavit filed by the President of the challenging organization and shall be subject to examination by the President of the Association. This evidence shall be filed with the Illinois Education

Labor Relations Board between January 15 and March 1 of the year in which this Agreement terminates. If the IELRB deems such evidence of membership as valid, a referendum shall be held in accordance with PA 83-1014. If the referendum is certified as valid, the organization receiving a majority of the votes cast shall be declared the exclusive representative and shall be recognized as such by the Board.

- A. Maximum Referendums: there shall be no more than one such referendum during any one school year.
- B. Cost: the referendum shall be paid by the challenging organizations appearing on the ballot.
- C. No Representation: there shall appear on the ballot a choice for: "No Representation."

ARTICLE II NEGOTIATION PROCEDURES

- 2.1 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. It is understood neither party may have more than five (5) members on their team during any particular negotiation session.
- 2.2 Both parties understand and agree to negotiate in good faith. For the purpose of this process, the parties agree "good faith" means the parties will consider proposals and counterproposals presented by each side and will make an effort to arrive at an agreement. It does not imply that either party must make concessions or capitulate in part or totally regarding matter under consideration.
- 2.3 It is the mutual responsibility of the Board of Control and the Association that their respective negotiating agents shall be clothed with necessary power and authority to make and consider proposals, counterproposals, and tentative agreements.
- 2.4 Negotiations shall begin no earlier than February 1 of the year the Agreement expires.
- 2.5 All tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached. Initialed copies shall be given to each negotiating team. The next negotiating session will be scheduled prior to the adjournment.
- 2.6 The Agreement or any phase of it shall be considered tentative until the entire Agreement is negotiated. After the teachers have ratified the Agreement, the Board will take official action on the tentative Agreement at, or before, its next regularly scheduled Board meeting.
- 2.7 All negotiating meetings shall be closed sessions.

2.8 Impasse Procedure

If the parties engaged in collective bargaining have not reached an agreement by 90 days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations.

Upon demand of either party, collective bargaining between the employer and an exclusive bargaining representative must begin within sixty (60) days of the date of certification of the representative by the Board, or in the case of an existing exclusive bargaining representative, within sixty (60) days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a sixty-day (60) period, unless a contract is entered into.

If after a reasonable period of negotiation and within forty-five (45) days of the scheduled start of the forthcoming school year, the parties engaged in collective bargaining have reached impasse, either party may petition the Board to initiate mediation. Alternatively, the Board on its own motion may initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of contract disputes. If requested by the parties, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the Board and shall be held before qualified impartial individuals.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to the Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

If the parties engaged in collective bargaining fail to reach an agreement within 15 days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Education Labor Relations Board shall invoke mediation.

The costs of fact-finding and mediation shall be shared equally between the employer and the exclusive bargaining representative from mutually submitting to final and binding impartial arbitration unresolved issues concerning the terms of a new Collective Bargaining Agreement.

- 2.9 There shall be two signed copies of any final agreement. One copy shall be retained by the employer and one by the Association. Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each bargaining unit member new employed or hereafter employed. In addition, the

Board of Control shall provide the Association twenty (20) copies of the Agreement. The cost of printing the Agreement will be paid by the Board.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Board, on its own behalf and on the behalf of the electors of the Center, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including but not limited:
- A. To the executive management organization and administrative control of the Center and its properties and facilities, and the activities of its employees;
 - B. To direct the work of its employees, determine the time and hours subject to this negotiation Agreement of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with public and/or private agencies for services. The intent of said contracting will not be for the purpose of displacing a position held by a member of the bargaining unit;
 - C. To hire all employees, and, subject to the provisions of law, to determine their qualifications for hiring purposes and the condition for their continued employment, discipline, dismissal, or demotion; and to promote, assign, and transfer all such employees;
 - D. To establish educational policies, goals, and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of Center operations; and
 - E. To build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
 - F. Nor will negotiations be reopened on the impact of any inherent management action.
 - 1. This clause shall not be interpreted to limit any right of the Association as expressed in Section 4 of the Illinois Labor Relations Act.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

**ARTICLE IV
CONTINUITY OF OPERATIONS**

4.1 No Strike

The Association shall not cause, engage in, or sanction any strike or interruption of normal school operations, nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any persons who are not signatory parties of the Agreement.

4.2 No Lockout

The Board agrees that there will be no lockout of the Association or Association members during the life of this Agreement.

4.3 Good Faith Negotiations

The Board and the Association recognize that strikes, lockouts, and other forms of work stoppage are contrary to the continuity of educational programs. The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith.

**ARTICLE V
GRIEVANCE PROCEDURE**

5.1 Definition

A grievance shall mean only a complaint by the Association and/or the teacher that there has been an alleged violation or misapplication of any of the specific provisions of this Agreement and that such grievance must be filed 15 school days from the time of the original occurrence of the event complained of, or the knowledge of same whichever occurs later, and further, every teacher covered by the Agreement shall have the right to present grievances in accordance with these following procedures. The written information contained in the filed grievance shall include: 1. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; 2. A listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; 3. A listing of specific actions requested of the Administration which will remedy the grievance.

For purposes of this Article, school days will be defined as days the Director's office is open.

5.2 Procedure

Any teacher may at any time present grievances to the Administration without the intervention of the Association provided that the Association has been given the opportunity to be present at all meetings beyond the building level.

The failure of a teacher or the Association to act within the time limits will act as a bar to any further appeal, and an Administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) or Association to proceed to the next step. Time limits may be extended only by mutual agreement.

Hearings and conferences held under this procedure shall be conducted by mutual agreement.

5.3 Informal Conference

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the aggrieved and the Director.

5.4 Formal Procedure for Adjustment of Grievance

First Stage:

The filing of the grievance at the first stage must be within fifteen (15) school days of the original occurrence of the grievance. The meeting with the immediate supervisor, or appropriate Center representative, will take place within five (5) school days of the receipt of the written grievance.

The immediate supervisor, or appropriate Center representative who has authority to make a decision on the grievance, shall make such decision and communicate it in writing five (5) school days after the meeting, to the teacher, Director of the Center, and the Association President.

Second Stage:

In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved teacher and his/her Association designee will file within ten (10) school days of the receipt of the immediate supervisor's written decision or answer at the first date, a letter to the Director of the Center requesting a meeting.

Within ten (10) school days after such written grievance is received by the Director, the aggrieved, the supervisor, and/or the Director or his designee, will meet to resolve the grievance. The Director will file an answer within ten (10) school days for the second stage grievance meeting and will communicate it in writing to the teacher, the supervisor, and the Association President.

Third Stage:

If the grievance is not resolved satisfactorily to the grievant and the Association after

the second stage, there shall be a third stop of impartial arbitration. The Association may submit in writing, within thirty (30) days of the Director's decision, a request to enter into binding arbitration.

The parties shall jointly request the American Arbitration Association to submit to them a list of arbitrators' names and qualifications. Either party may reject one list in its entirety and request another list be submitted. From such list, the party initially requesting the arbitration shall strike two names and the other shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

All expenses incurred shall be shared equally by the Board and Association. It is understood that such expenses shall be limited to the arbitrator's fee. Any legal expenses incurred shall be paid for by the party engaging the legal counsel.

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify, in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make decision in cases of alleged violation of specific articles and sections of this Agreement.

- A. He shall have no power to establish salary structure.
- B. He shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the expressed articles or sections of the Agreement.
- C. All claims for back wages shall be limited to the amount of wages that any employee would have otherwise earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case. In any case, an award shall not go back further than the beginning date of this Agreement.
- D. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed if the remedy sought would have an impact on the negotiations in progress. Any grievance which arose prior to the effective date of the Agreement shall not be processed.
- E. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in the Agreement.
- F. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the

two transcripts shall be divided equally between the Board and the Association.

5.5 Bypass to Director

If the Association and the Director agree, Stage One of the grievance procedure may be bypassed and the grievance brought directly to Stage Two.

5.6 Bypass to Arbitration

If the Director and the Association agree, a grievance may be submitted directly to arbitration.

5.7 Class Grievances

Class grievances involving one or more teachers or one or more supervisors, and grievances above the building level may be initially filed by the Association at Stage Two.

5.8 Association Participation/Teacher Not Represented

When a teacher is not represented by the Association, the Association shall reserve the right to have its local building representative and/or Association representative at Stage Two and Three.

Any grievance processed without the intervention of the Association or any settlement agreed to without the agreement of the Association shall not be precedential.

**ARTICLE VI
ASSOCIATION/BOARD RELATIONS**

6.1 Right to Representation

The Association agrees to represent equally and without prejudice, all members of the bargaining unit for purposes of negotiations with the Board concerning terms and condition of their employment as stated in this Agreement.

6.2 Association/Director Meetings

The Director shall meet as needed with the president, vice-president, secretary/treasurer of the Association to discuss matters relating to the implementation of this Agreement.

6.3 Information to the Association

The Board shall furnish the Association President with the following documents as they are received, completed, or compiled:

- A. Board agendas
- B. Official minutes of the Board meetings
- C. Monthly budget summaries
- D. Board Policy Manual
- E. Annual auditor's report and management letter
- F. Current fiscal year budget
- G. Faculty lists including home addresses and listed phone numbers

6.4 Meetings, Notices, and General Information

The Association shall have the right to request, and upon approval of the immediate Supervisor, to use the school buildings for meetings provided that such meetings do not interfere with instructional and/or extracurricular programs. Any extraordinary expenses, as a result of said meeting(s), will be reimbursed to the Center by the Association. The Association may use teacher school mailboxes and teacher lounge bulletin boards for Association matters, and the Director shall be given a copy of all open communications. If approved by the Supervisor, the Association shall be allowed reasonable use of equipment. The Association will pay for all consumable materials used. No school equipment shall be removed from the premises or used for political purposes.

6.5 Payroll Deductions

- A. Payroll deductions may also be made for a credit union, annuity, or tax shelter. Deduction plans must be submitted in writing and approved by the Board. Deductions must be in five dollar (\$5.00) units and the application must be made prior to November 30. A person may withdraw at any time, but cannot re-enter until the next school year.
- B. Payroll deductions will be made for dependent insurance coverage upon an approved written application in accordance with the insurance carrier's procedures.

6.6 Pay Days

The following paragraph will be in effect for the duration of this Agreement. Each employee will have 13 pay installments. If a regular pay date falls on a day when school is not in session, employees shall receive their checks on the last work day prior to the pay date. During spring and winter vacations, checks will be delivered as soon as possible, but no later than the last teacher work day. During summer vacation, checks will be mailed one day prior to pay day, if possible, or may

be picked up on pay day in the IVVC business office.

6.7 Professional/Association Improvement

If a member or members of the Association desires to attend regional, state, or national meetings, they will be allowed a total of two (2) consecutive work days with pay per meeting, and the Association shall reimburse the district for the cost of substitute teachers when substitute teachers are needed. Total Association leave days for the membership will not exceed six (6) days per academic year, and no more than two (2) people from the Center will be utilizing leave days at the same time. Such leave shall be arranged and approved in advance by the Administration. No allowances will be made for financial support.

6.8 Work Hours and Allowable Teaching Activities

Each member of this bargaining group shall have a work day of seven hours and forty-five minutes (7 hours, 45 minutes) plus whatever extra time is necessary to complete their duties to the satisfaction of the Director. Such activities performed during the work day shall be directly related to program/student activities. Part-time employees will have their hours set by the Director.

6.9 Each member of this bargaining group shall work the number of days as identified in Section 9.3 of this Agreement.

**ARTICLE VII
LEAVES**

7.1 Sick Leave

Each full-time employee shall be entitled to sick leave granted on the basis of:

0-12 years of service in the district:	14 days
13-24 years of service in the district:	16 days
25+ years of service in the district:	18 days

per year. Part-time employees are entitled to the same benefits, proportionate to their work day. Sick leave shall be allowed to accumulate up to a maximum of three hundred sixty (360) days. Sick leave shall be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. Pregnancy related disabilities shall be treated as sick leave. Immediate family shall mean parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers/sisters in-law, and legal guardians.

7.2 Personal and/or Emergency Leave

Two (2) non-consecutive school days may be given for personal leave or personal business that cannot be attended to other than during the normal work day. The employee must request such leave in writing, at least three (3) school days prior to the leave commencing. Personal leave and/or emergency leave days may not be taken before or after a holiday or vacation, one day prior to or during testing days, the first or last week of school, and any other day that another member of the employee group has a day pre-approved unless specifically approved by the Director. At no time are personal or emergency leave days to be used for recreational purposes.

One (1) day of the personal days allotted may be taken as an emergency day. That day is defined as an emergency that places the individual's property in jeopardy as a result of an "Act of God." The reason must be given to the Director one (1) day after the leave.

Unused personal and/or emergency leave days for any employee as of June 30 each year shall be added to said employee's accrued sick leave.

7.3 Rights on Leave

Any teacher on leave authorized by the Board shall be accorded the opportunity, if the carrier approves, to maintain, at their expense, the insurance benefits to which an employee would have been entitled were the employee regularly employed.

ARTICLE VIII TEACHER EVALUATION

It is the firm agreement and understanding of the parties hereto that teacher evaluation is integral to the learning process. Therefore, the parties agree that this Article and future provisions which may be included in the Article are intended to be consistent with the requirements of Article 24-A of the School Code.

The evaluation plan shall be developed cooperatively by Association representatives and the Director.

ARTICLE IX COMPENSATION

9.1 Salary Levels

Teachers will be paid according to the salary schedules contained in this agreement. (See Exhibit A, B & C)

Placement of new employee on the salary schedule shall be as follows: Experience credit (up to eight years) and education credit (up to Masters + 15) shall be separate adjustments. Experience credit can be granted only for actual work experience (up to eight years) and can be used to place the employee only within the column on the schedule. A maximum of eight years experience is all that will be allowed for placement. Education credit allows the Director and/or the Board to place the employee higher on the schedule, but only as high as his/her actual education determines. Education credit placement shall be based on the degree earned and will not be granted for any other reason. Any deviation would require board and association concurrence.

Overnight competitions or trips involving supervision of students will be compensated at a rate of \$100.00 per night.

9.2 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Board of Control agrees to pay from the established compensation schedule to the Teacher Retirement System on behalf of each teacher, the percent of their respective earnings required by TRS. The Board will continue to pay to TRS from future established compensation schedules, on behalf of each teacher, the amount required by TRS from the teacher's respective gross earnings and shelter said amount for tax purposes. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

9.3 Contractual Year

The compensation levels reflect a one hundred eighty (180) contractual year for each employee unless otherwise modified as per 9.4. Teachers are required to attend the following events: Open House, Awards Night, parent/teacher conferences, and one day after the last day of student attendance during the school year.

9.4 Modification of Contractual Days for New Hires

The Director has the discretion to modify the required number of contractual days for individuals hired after the effective date of each new school year.

9.5 Employment Status

The compensation levels in Appendix A through C are projected salary tables and not a guarantee of employment. Employment status will continue to be based upon the rehiring by the Board of Control and existing Board Policy concerning program status. Full-time or part-time status will be as defined by TRS. Part-time individuals will advance down on the salary scale when they are re-employed for the following school year and an equivalent part-time salary.

By March 15 of each school year the IVVC administration will provide teachers with tentative enrollment numbers to the extent that feeder school have submitted such numbers to IVVC.

9.6 Mileage

Teacher will be reimbursed for approved business travel at the allowable non-taxable Internal Revenue rate.

9.7 Professional Growth

To provide compensation to teachers who acquire additional hours of advanced study, the following procedure will be utilized for this purpose:

Degreed Teacher

Only graduate credit earned from a recognized college or university will count toward horizontal advancement on the Salary Schedule. All such credit must have the prior written approval of the Director. All credit must be directly related to enhancing instruction or service to students. All hours must be earned while the employee is under contract to IVVC.

Non-Degreed Teacher

Undergraduate or graduate credit earned from a recognized college or university will count toward horizontal advancement on the Salary Schedule. All such credit must have the prior written approval of the Director. All credit must be directly related to enhancing instruction or service to students. All hours must be earned while the employee is under contract to IVVC.

A teacher must provide to the Director evidence of having satisfactorily completed the required course work in the form of an official transcript before advancement on the salary schedule will be granted. Approved advancement will be granted in August at the rate of one hundred percent (100%) or in January at the rate of fifty percent (50%). Advancement granted in January will automatically be granted at the one hundred percent (100%) rate the following August.

9.8 Insurance

Health Insurance Options and Premiums

For 2011-12, the Board will pay 90% of individual coverage in a PPO plan and 100% of individual coverage in a HMO plan. Extra options available to employees will be at their expense. Thereafter, the Board shall pay the same premium amount as the prior school year and increase in the health insurance premium for single health insurance up to a 12% increase from the prior school year per full-time teacher for their health insurance under the PPO and HMO.

Full-time tenured teachers and those full-time non-tenured teachers will be responsible for any increase in the health insurance premium for single health insurance over a 12% increase from the prior school year for their health insurance.

Health Insurance Policy

The insurance policy agreed to by the parties during negotiations of this Agreement shall be the insurance policy for the school term unless the coverage becomes unavailable or cost of single coverage in any year exceeds the Board's contribution.

The Board shall establish an Insurance and Benefits Study Group (IBSG) which shall be comprised of teacher representatives and the Director. In the first year of the contract, The ISG shall meet not less than quarterly to review the Board's current health insurance program and ways to revise the health insurance program to continue to reduce costs to the Board.

The agenda will be mutually developed by the Director and the association. The IBSG shall make recommendations to the Board for revising the health insurance program to reduce costs to the Board. In addition, in the event that the costs of the premiums increase by more than 12% in any given year, the IBSG shall convene and submit to the Board by March 1st at least two (2) options that reduce the cost of the insurance increase to a monthly premium which shall result in a premium of no more than a 11.9% increase from the prior school year's premium. Thereafter, the Board shall meet to select one of such options submitted by the IBSG.

After the first year of the contract, the Director and the Association shall determine the schedule for the ISG to meet, but not less than once per year.

9.9 Longevity

Teachers shall receive a one-time, during the life of this Agreement, a longevity bonus of two hundred fifty dollars (\$250.00) at the beginning of their sixth year of service to IVVC, a three hundred fifty dollars (\$350.00) longevity bonus at the

beginning of their eleventh year of service to IVVC, a four hundred fifty dollars (\$450.00) longevity bonus at the beginning of their sixteenth year of service to IVVC, and a five hundred fifty dollars (\$550.00) longevity bonus at the beginning of their twenty-first year of service to IVVC.

For only the 2011-12 school year, any full-time employee "frozen" at the bottom of the salary scale will not receive a step down but will instead receive a longevity stipend of \$250.00 added to their salary.

9.10 Tuition Reimbursement

The Board of Control will pay 100% of tuition cost in a discipline related course of study and/or pursuit of an approved degree program. The maximum amount for any teacher will be \$600.00 in a fiscal year. Course work must be approved by the Director prior to the start of classes. Reimbursement will be made to the teacher upon presentation of an official transcript to the Director for courses completed with a grade of "C" or better. Tuition reimbursements must be repaid if the teacher leaves IVVC within 18 months of receiving said reimbursements.

9.11 Licensure Incentive

Teachers holding or receiving a State or nationally recognized license or certificate related to their IVVC program will receive a \$75.00 annual payment for each license or certificate. The annual payment will continue until the license or certificate expires or in any way becomes invalid. A teacher must provide the Director with evidence of all licenses or certificates by September 30th. Approved payments will be made to employees of record within 30 days of September 30th. Specific skills will only be reimbursed once each year regardless of the number of certificates the teacher holds for that skill.

Only licenses or certificates that have expiration, renewal, or recertification dates of a five year span or less will be recognized. Current employees will be grandfathered with license reimbursement.

Licenses or certificates that are a minimal requirement for employment or ISBE certification will not be eligible for this stipend.

Licenses and certifications that are earned as part of a degreed or non-degreed course of study (reimbursed under section 9.7 of this Agreement) are not eligible for this stipend.

9.12 Retirement Incentive

This Retirement Incentive Option shall be available to qualified full time teachers age 55 and with at least 10 years of full-time teaching service to the District who give their irrevocable notice of retirement on or before March 1 of any year of this

Agreement (August 1 for the 2011-2012 school year). In order to qualify, a teacher must qualify for retirement under the Illinois Teacher Retirement System without cost or penalty to the Board (i.e. must not utilize ERO and must provide the Director with written notice of the teacher's irrevocable election to retire by the required date):

If notice is given on or before March 1 (for the 2011-12 school year the date will be August 1, 2011) of any year of this agreement for retirement incentive effective either at the end of the then current school term or at the end of one of the three next school terms, the teacher shall receive a salary increase for either his/her last year of employment or for each applicable year of retirement up to a maximum of his/her last four (4) years of employment such that the teacher's "salary scheduled compensation" for either the last school term or for up to the last four school terms is increased by six (6) percent over the teacher's prior year's salary scheduled compensation provided, however, that the increase shall be such that the teacher's TRS creditable earnings for any of the teacher's last four years shall not exceed six (6) percent of the teacher's prior year's TRS creditable earnings. Notwithstanding anything herein to the contrary, it is understood that the additional salary increase to be given a retiring teacher in any of his/her last four years of employment is limited to that amount that will cause his/her TRS creditable earnings for that year to increase by no more than six (6) percent of his/her prior year's TRS creditable earnings, or, in the event of any change in the law, will be limited to that amount which will not result in any penalty being incurred by the District.

"Salary schedule compensation" above is the salary provided by the salary schedule and excludes any extra pay for extra work.

The teacher agrees that all extra duties performed in the "base year" will be performed in the "notice years", e.g. any duties and assignments that were counted as TRS creditable earnings along with the scheduled salary. This would include any paid club sponsorship duties. A loss of any such extra duties for any reason shall result in a decrease in creditable earnings and the salary increase shall be adjusted accordingly so that the increase will not exceed 6% of such adjusted creditable earnings.

A teacher who takes courses or otherwise would "move" on the salary schedule, or "move" in an extra duty/stipend schedule, will not receive additional compensation beyond the 6% incentive.

A teacher under this retirement incentive will not be able to earn more than 6% of the previous year's creditable earnings, regardless of assignment, unless allowed by state law and without a TRS penalty to IVVC.

The 6% increases are compounded in each of the notice years.

Example 1: Notice by Dec. 1, 2011: Retirement in June 2013:

2011-12	salary scheduled compensation =	\$50,000
2011-12	maximum available increase =	\$ 3,000
2011-12	salary scheduled compensation=	\$53,000
2012-13	maximum available increase =	\$ 3,180
2012-13	salary scheduled compensation =	\$56,180

**ARTICLE X
EFFECT OF AGREEMENT**

10.1 This Agreement shall become effective on July 29, 2011, and shall continue in effect until July 31, 2014.

When either party executes written notification to the other party prior to April 1 of the year the contract terminates that it wishes to renegotiate the Agreement, the Board shall meet with the Association no sooner than February 1 to receive the Association proposal and negotiations will continue in an effort to reach an Agreement. The Agreement may be continued by mutual written consent.

10.2 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. The Board shall take no action which will violate any of the specific provisions of the Agreement.

10.3 This Agreement is signed this 1st day of June, 2011, in witness thereof:

FOR THE INDIAN VALLEY VOCATIONAL
EDUCATION ASSOCIATION, IEA-NEA

FOR THE BOARD OF CONTROL OF
INDIAN VALLEY VOCATIONAL CENTER

