

CONTRACT BETWEEN
THE BOARD OF EDUCATION
OF
MILLER TOWNSHIP COMMUNITY
CONSOLIDATED SCHOOL DISTRICT # 210
AND
THE MILTON POPE ELEMENTARY
EDUCATION ASSOCIATION

2018 - 2019

2019 - 2020

2020 - 2021

2021 - 2022

Changes and additions to this contract are highlighted in bold to show what was changed and were mutually agreed upon by both the Board and the Teachers Association negotiations teams.

PREAMBLE

This agreement between the Board of Education of Miller Township Community Consolidated School District No. 210, of LaSalle and Grundy County, Illinois and the Milton Pope Elementary Education Association, affiliated with the Illinois Education Association and the National Education Association, incorporates a number of understandings which derive from the parties' mutual belief that each pupil is entitled to an education of the highest quality and the Board and the association recognize that they have a common responsibility to work together toward the achievement of this goal. It is the intent of both parties that the relationship that results from the Agreement be one of good faith and mutual respect.

ARTICLE I

RECOGNITION

- 1.1 The Board of Education of Miller Township Community Consolidated School District No. 210, LaSalle and Grundy County, Illinois, hereinafter the Board, hereby recognizes the Milton Pope Elementary Education Association/I.E.A./N.E.A., hereinafter the Association, as sole and exclusive bargaining representative of Professional Certified Personnel in the School District, including such employees employed on a part-time basis, but specifically excluding the superintendent, principal, custodians, secretaries, cafeteria workers, and bus drivers and any other personnel with the right to hire or fire or the implied right to effectively recommend hiring or firing in the School District, and other employees now or in the future not herein named who are not in the category being recognized.
- 1.2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group or organization of teachers covered by this agreement, other than its negotiated representatives for the duration of this Agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.

ARTICLE II

UNION RIGHTS

2.1 PAYROLL DEDUCTIONS

2.1.1 PROCEDURES FOR MEMBERSHIP AUTHORIZATION

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1st of any school year, to be effective for such year.

2.1.2 PAYMENT TO THE ASSOCIATION

Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall be effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within (10) working days following each pay period.

2.1.3 FAIR SHARE added 2014

Each teacher, 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. This fee shall be a proportionate amount of the dues required of members of the Association, including local, state and national dues.

The Association shall, on a yearly basis, certify the amount of the fair share fee.

The following restrictions, which are mandated by law, shall be observed:

- A. The fair share fee shall not exceed the amount of dues normally charged to Associations members.
- B. The fair share fee shall not include any cost or contributions related to elections or political purposes.
- C. The non-members who object to the fair share fee on bona fide religious grounds are excused from payment to the Association, but must pay the amount of the fair share fee to a non-religious charitable organization mutually agreed upon by the non-members and the Association.
- D. In the event of any legal action against the School District brought in a court or administrative agency of its compliance with Fair Share, the Associations agrees to defend such actions, at its own expense and through its own counsel, provided:
 1. The Board notifies the Association in writing of such action within 10 working days, that will allow the Association to respond to the claim within the times frames prescribed by law: and,
 2. The Board cooperates with the Associations and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
 3. The Associations agrees that in any actions so defended, it will indemnify and hold harmless the Board from any liability for damages and cost imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with 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 or wanton misconduct by the Board.¹³

2.2 BOARD MINUTES - ASSOCIATION COPIES

A copy of both the proposed and approved Board of Education minutes shall be mailed or placed in the mailbox of the president of the Association as soon as they have been prepared.

2.3 NAMES AND ADDRESSES - NEW EMPLOYEES

Names and addresses of newly hired certified Employees shall be provided to the Association within (7) days after their hiring.

2.4 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed at the expense of the Employer and presented to the Association for distribution to each bargaining unit member now and hereafter employed.

2.5 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The Employer will allow the Association to use District facilities for meetings that have prior Superintendent knowledge, provided such meetings do not cause conflicts with other District functions.

2.6 BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY

Representatives of the Association shall be permitted to transact Association business on school property before or after school hours and/or during a duty free time, when approved in advance by the Superintendent.

2.7 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

2.7.1 The Association shall have the right to distribute printed materials within the district and the right to use the bargaining unit member's mailboxes for communication to bargaining unit members without interference, censorship, or examination of such communications by the Employer.

2.7.2 The Association shall be allowed to have a bulletin board in the Employee lounge.

2.8 ASSOCIATION LEAVE

Should the Association send representatives to local, state, or national conferences, these representatives shall be excused without loss of salary providing that the Association shall reimburse the district for the cost of the substitute(s). These days shall not exceed a total of three days per year per person. A written notification for leave shall be submitted to the Superintendent by the president of the Association at least one week in advance. There shall be no more than one representative gone from the District at any given time for this purpose.

ARTICLE III

BOARD AUTHORITY

- 3.1 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 policies and regulations as stipulated by the Board. The decision of the Board 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.

ARTICLE IV

MANAGEMENT RIGHTS

- 4.1 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board 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.
- 4.2 The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees.

ARTICLE V

NEGOTIATIONS

5.1 NEGOTIATION PROCEDURES

5.1.1 The Board and the Association have the authority and duty to meet at reasonable times and confer in good faith in order to execute a written contract incorporating any agreement reached by the parties.

5.1.2 All requests for communication with the Board shall be channeled through the Superintendent or designated representative, and requests to the Union shall be made to the President of the Union or designated representative.

5.1.3 Negotiations are not to begin, except by mutual agreement, before the February prior to the expiration date of the Agreement. Facts, opinions, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items. All tentatively agreed upon materials shall be prepared for the Board and the Association and initialed at the meeting following agreement.

5.1.4 When the Board and the Association reach tentative agreement on all matters, the items will be reduced to writing and shall be submitted to the members of the Association for ratification and then to the Board for approval.

ARTICLE VI

TEACHER PROTECTION (make sure handbook matches)

Any formal written complaint by a parent of a student directed toward a teacher shall be channeled through the principal and teacher, and no action shall be initiated by the administration until a scheduled parent-teacher, teacher-principal and parent-teacher-principal conference has taken place. If the parent or teacher is not satisfied with the results of this conference, to see resolution of the problem the following sequence of conferences shall be employed as needed:

1.) teacher-principal, 2.) parent-teacher-principal, 3.) parent-teacher-superintendent or his/her designee, 4.) parent-teacher-board. After step (2), and prior to steps three (3) and four (4), a period of at least thirty-six hours shall elapse, unless all parties agree to a shorter period of time. In addition, prior to step three (3), the administration shall advise the teacher in writing of the specifics of the complaint. The teacher involved, at his/her request, shall have Association representation at the above conferences during steps 3 and 4. The teacher and/or his/her representative shall have the right to question witnesses, call witnesses pertinent to the complaint, and make available other pertinent information at any of these conferences. Once a written complaint is received from a parent, a copy of the written complaint will be provided to the teacher without delay and prior to any conferences for resolution.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 DEFINITIONS

A Grievance shall be:

6.1.1 Any claim by the Association, a teacher, or group of teachers that there has been alleged violation, misrepresentation, or misapplication of any of the specific provisions of this Agreement.

6.1.2 All time limits shall 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 weekdays. Timelines may be extended by mutual written consent.

7.2 PROCEDURE

The parties acknowledge that a teacher and an Administrator may resolve problems through free and informal communications. The informal disposition of problems in no way prohibits the Association from filing a grievance nor does it establish a precedent. However, a grievance shall be processed as follows.

7.2.1 STEP I - The grievant shall present the grievance in writing, signed, dated, and specifying the remedy sought, to the Superintendent within twenty (20) days of the occurrence, or date the grievant had had knowledge of the occurrence, whichever is latter, stating the Article and Section of the Agreement alleged to have been violated. The Superintendent will arrange for a meeting to take place within (10) days of receipt of the grievance. The Association's representative, the grievant, and the Superintendent shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including reasons for the decision.

7.2.2 STEP II - If the grievance is not resolved at Step I, then the Association shall refer the grievance to a School Board member within ten (10) days after receipt of the Step I answer.

The School Board member shall arrange with the Association representative for a meeting to take place with the School Board within ten (10) days of the School Board member's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the School Board's written response, including the reasons for the decision.

7.2.3 STEP III - 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 with the American Arbitration Association which shall act as the administrator of the proceedings.

If a demand for arbitration is not filed with the Board within twenty (20) days of the date for Step II answer, then the grievance shall be deemed withdrawn.

7.3 ARBITRATION

7.3.1 Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator, which has not previously been disclosed to the other party.

7.3.2 The arbitrator shall have no power to alter the terms of this Agreement.

7.3.3 Each party shall bear the full costs for its representation in the grievance procedure.

7.3.4 The fees and the expenses of the arbitrator shall be shared equally by the parties.

7.3.5 If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter. If both parties request a court reporter, they shall share the costs.

7.3.6 If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

7.4 BYPASS

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

7.5 CLASS GRIEVANCE

Class grievances involving one (1) or more teachers and grievances involving the Superintendent may be initially filed by the Association at Step II.

7.6 GRIEVANCE WITHDRAWAL

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

7.7 NO REPRISALS CLAUSE

No reprisals shall be taken against any teacher because of the teacher's participation in a grievance.

7.8 PRECEDENT

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

7.9 An Association member required to attend either a formal grievance or arbitration meeting which must be held during school hours shall be released without loss of pay or benefits.

ARTICLE VIII

WORKING CONDITIONS

8.0 While School is in session. If the school calendar needs to be extended beyond the five (5) emergency days, the Administration will consult with the teachers to amend the school calendar.

8.1 SCHOOL HOURS

8.1.1 The student's school day will begin with the arrival of buses at 8:20 a.m. and will end with their dismissal at 3:00 p.m.

8.1.2 The full time and/or full day Teachers' day shall start at 8:00 a.m.

8.1.3 The full time and/or full day Teachers' dismissal will be at 3:20 p.m. Exceptions shall be Fridays and early dismissal days when teachers may leave as soon as their students have left the grounds.

8.1.4 Teachers duty free lunch period. Every teacher in any school houses where 2 or more teachers are employed whose duties require attendance at the school for 4 or more clock hours in any school day shall be entitled to and be allowed a duty free lunch period equal to the regular local school lunch period but not less than 30 minutes in each school day.

8.1.5 All teachers are required to attend In-service Training Days before student attendance days unless they have a prior approved absence by the Superintendent.

8.2 AFTER SCHOOL ACTIVITIES

8.2.1 All Teachers are required to attend Graduation Ceremonies, Open House, and the Christmas Program, unless they have a prior approved absence by the Superintendent.

8.2.2 All teachers are required to work two door duties and two detention halls in a school year if needed.

8.3 PREPARATION PERIODS

All efforts will be made to give every teacher preparation time. In the case, that preparation time is not available; the teacher will be compensated at the rate of \$10.00 for every student attendance day.

8.4 ASSIGNMENT OF EXTRA DUTIES

When it is necessary for the Superintendent to make any additional assignments involving the extracurricular/extra duty salary schedule, the following steps will be followed.

STEP I- Advertise the position internally to seek a volunteer, certified teacher who is interested in the position. Interviews and review of qualifications would be conducted. The prospective candidate would be recommended to the Board for consideration. If this fails, then...

STEP II- Advertise the vacancy to the public. The use of area newspapers, the district newsletter, notice to parents, and word of mouth would be utilized by the administration. Advertisements would be placed with neighboring schools. Educational support staff are encouraged to apply during this phase. The prospective candidate would be recommended to the Board for consideration. If this fails, then...

STEP III- Appointment of a certified staff member to the vacancy would occur. Administration would implement the following procedure:

- A. Assignment would be conducted in reverse seniority order. Individuals already assuming a paid extracurricular/extra duty position would be exempt.
- B. Assignment would be for one school year. In no event may a teacher assigned an extracurricular/extra duty position be assigned to more than one consecutive year of involuntary assignments.
- C. If the position is unable to be filled by Step I or II for the following year, then the assignment for a one year duration shall be made to the next individual on the seniority list.
- D. Severe and extenuating circumstances will be considered by the administration and the Board to temporarily release someone from the rotation. This would be agreed upon between the Board and the Association.
- E. Prior to establishing compensation for any additional extracurricular/extra duty activities not included on the attached Exhibit "B" the Association will be notified and the % tied to the base salary will be negotiated and mutually agreed upon by the Board and the Association. Only the additional extracurricular/extra duty activity will be open for negotiation.

ARTICLE IX

LEAVES OF ABSENCE

9.1 SICK LEAVE

Full-time teachers shall be entitled to sixteen (16) sick leave days per year at full pay, with unlimited sick leave accumulation. If any such teacher or employee does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. The immediate family for purposes of this contract shall include parents, spouse, brother, sister, children, stepchildren, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and legal guardians.

The board may require a physician's certificate as a basis for pay during leave after an absence of five (5) consecutive days for personal illness or as it may deem necessary in other cases.

9.2 PERSONAL LEAVE

9.2.1 Three (3) days of personal leave will be granted per year for each teacher. Unused personal leave shall be added to unused sick leave.

9.2.2 A teacher with 2 years employment at Milton Pope will be allowed to trade 2 unused sick days for 1 personal day up to a maximum of 4 unused sick days for 2 personal day's every other year.

9.2.3 No personal days will be allowed without Administration approval as follows:

On the first day of school

On the last day of school

Before or after the following Holidays:

Thanksgiving

Christmas/New-year

Easter

9.3 BEREAVEMENT LEAVE

9.3.1 Five (5) bereavement days will be granted for the death of a Parent, Spouse, Child, beginning with each occurrence. **The period of time to use the bereavement days must be approved by a school administrator.**

9.3.2 Three (3) bereavement days will be granted for the death of the following members: Grandparent, In-laws, Stepchildren, Brothers, or Sisters, beginning with each occurrence. **The period of time to use the bereavement days must be approved by a school administrator.**

9.3.3 One (1) day will be granted for the death of an Aunt or Uncle beginning with each occurrence.

9.4 MATERNITY/PATERNITY LEAVE

Employees of the district shall be eligible for maternity/**paternity** leave. A written plan shall be submitted to the Superintendent at least forty (40) calendar days prior to the effective date of the leave. The Superintendent shall present the plan to the Board at the next available board meeting for approval. The plan shall indicate the last expected working day of the employee and expected date of return to service. The teacher requesting leave may request **his/her** accumulated sick leave days be used for the leave of absence. The remainder of the leave shall be uncompensated leave of absence. At **his/her** choosing, the teacher may leave all of her accumulated sick leave on deposit, requesting that the entire leave be considered as uncompensated leave of absence. An employee on leave maintains all rights, benefits, and privileges as other employees. Upon completion of the leave, the employee will resume the duty performed prior to the commencement of the leave.

9.4.1 In the event that a teacher needing maternity leave has less than 30 accumulated sick leave days available, the Board will grant additional borrowed sick leave days to allow a total of 30 sick leave days to be used by the teacher seeking maternity leave. The borrowed leave days must be paid back within 5 years or upon separating employment from Milton Pope.

9.5 UNPAID LEAVE / FAMILY LEAVE – FLMA

Teachers may make request to the Board for unpaid leave, not to exceed one (1) school year for the purposes such as: wishing to remain at home with a newborn child or a newly adopted child, child care, study, and personal or immediate illness. Written requests must be submitted to the Board at least two (2) weeks prior to the regularly scheduled Board meeting prior to the requested leave dates. Such request shall contain the reason for the unpaid leave and the dates of the unpaid leave. The Board will respond in writing to the request of the teacher within one (1) calendar week of the Board meeting. Upon return from leave, the employee shall resume the duties performed by him/her prior to the commencement of the leave. The immediate family for purposes of this contract shall include: parents, spouse, brother, sister, children, stepchildren, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and legal guardians.

9.6 JURY DUTY

Any employee called for jury duty shall be paid his/her full compensation for such time with no loss of any leave, seniority, or loss of any other benefits.

ARTICLE X

WAGES AND BENEFITS

10.1 TEACHER'S RETIREMENT SYSTEM

The Board shall pay the Employee's contribution of 9% Factor to the Teacher's Retirement System.

10.2 TEACHER'S RETIREMENT INSURANCE PROGRAM

The employee shall pay their contribution to the TRS for the Teacher's Retirement Insurance Program.

10.3 HEALTH INSURANCE AND LIFE INSURANCE

The board will pay up to:

\$650.00 monthly toward individual health insurance for each year of this contract

The teacher shall be responsible for the entire amount above the board limitation.

10.3.1 Terms of Insurance

Neither party may change policies nor alter terms of the policies without mutual consent. A written insurance update will be provided to all covered employees each year.

10.3.2 Insurance Committee

A Board and Teacher Insurance committee is formed to review yearly insurance premiums annually.

10.3.3 Life Insurance

A \$75,000 term life insurance policy will be provided for all full-time teachers.

10.4 CASH

Any teacher who does not participate in the group health insurance offered will be given \$1500.00 per year. That amount will be prorated for part time employees.

10.5 PROFESSIONAL GROWTH AND DEVELOPMENT

The Board will pay up to \$250.00 per semester hour of college credit for courses taken and passed at a recognized university or college. The employee must submit an application to the board of education for reimbursement prior to enrolling in the course. All applications for reimbursement must be approved by the Principal. Reimbursement will be paid upon receipt of the employee's official transcript and to be approved on the next month's board meeting pay sheet.

Any resulting moves on the salary schedule will be credited upon receipt of the employee's official transcript; the effective date of any resulting move on the salary schedule will take place the 1st day of the next quarter. I.e. September, December March and June.

10.5.1 Conference Registration

The school shall budget up to \$7,000 for the cost of conference registration and mileage. The employee will be responsible for lodging and meals. The bargaining unit will decide the distribution of funds for the teachers to attend a workshop relevant to their curriculum per year. Prior approval must be given by administration before the training is taken and paid for by the district. Administration approval will not be unreasonable denied.

10.6 MILEAGE

Employees shall be paid mileage at the same rate approved by the Internal Revenue Service for all approved mileage to perform their assigned duties.

10.7 PAY DAYS

Payroll checks shall be regularly issued on the first day of each month and will be distributed by the Superintendent's office and payroll will be distributed by direct deposit.

10.8 SALARY SCHEDULES

See Appendices A - Salary Schedules

It is mutually understood that any teacher who submits a letter with the intent to retire on the salary schedule is eligible for experience pay will only be entitled to an increase of 6% of their creditable earnings in any given year. See Example of Calculations Attached to Salary Schedules

See Appendices B - Extracurricular Compensation Schedules

10.9 Retirement incentive

1. This Retirement Incentive assumes that a teacher who gives less than a four year notice will not have exceeded a 6% increase of creditable earnings in the non-incentive years that are used in the TRS calculations for retirement earnings (FAS)

In the event the teacher receives more than 6% and/or participates in the TRS Early Retirement Option (ERO), either of which would obligate the District to additional contribution to TRS, the teacher will not be eligible for the District Retirement Incentive.

To be eligible, a teacher;

- Must have completed at least fifteen (15) years of full-time employment with the District.
- Must be fifty-five (55) years of age at the time of retirement or will reach age fifty-five (55) prior to December 31st of the retirement year.
- Shall submit an irrevocable notice of retirement by August 1st up to four (4) years and but no less than two (2) years in advance of the expected retirement date.
- Shall submit at time of notice of retirement, a TRS statement of benefit or other TRS documentation confirming the teacher's total years of service and creditable earnings.

2. The teacher leaves the salary and extra duty schedule and, in exchange for performing the same duties as in the “base year”, receives a 6% increase in creditable earnings. “Base Year” creditable earnings are defined as the total TRS creditable earnings from all District sources in the year proceeding the first incentive year.
 - a. The teacher will remain “off schedule” and receive a 6% increase for each year of notice – up to four (4) years. (Three year notice, 6% for three years, Two year notice, 6% for two years).
 - b. The teacher agrees that all duties performed in the “base year” will be performed in the “notice years”, e.g. coaching, duties and assignments that were counted as TRS creditable earnings along with the scheduled salary.
 - i. A teacher may voluntarily resign from an extra duty assignment: However the teacher’s compensation would be reduced accordingly.
 - ii. A teacher may be removed from an extra duty assignment by the Board. In such case, compensation would be reduced accordingly.
3. 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.
4. 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.
5. The 6% incentive raises are compounded in each of the notice years

10.10 TRS Early Retirement Option (ERO)

1. To be eligible, a teacher;
 - Must have completed at least (20) years of service but fewer than thirty-five (35) with the Illinois Teachers’ Retirement System (TRS)
 - Must be between fifty-five (55) and sixty (60) years of age at the time of retirement or will reach age fifty-five (55) prior to December 31st of the retirement year.
 - Shall submit an irrevocable notice of retirement by August 1st up to four (4) years and but no less than two (2) years in advance of the expected retirement date.
2. The Board exercises the right to limit the number of teachers retiring in a given year utilizing the Early Retirement Option (ERO), to 10% of those teachers submitting a notice of retirement by August 1.

ARTICLE XI

TEACHER EVALUATION PLAN DISTRICT PHILOSOPHY OF SUPERVISION AND EVALUATION

The Board and the Association agree to form a committee to review and make recommendations on possible modifications to the teacher evaluation plan.

The administrator in his/her evaluation of teachers must evaluate with integrity and sensitivity, avoiding personal biases and using professional goals. Competency of the supervisor/evaluator is the key to the success of the supervision and the evaluation of his/her staff. The competent administrator is able to coach and to counsel, to motivate and to improve instruction. Criticism does little to improve performance and frequently has a negative effect since it is a very strong threat to self-esteem. Even as the teacher has significant effect upon the motivation of students, so has the supervisor in his/her evaluation of the teacher. There is no place in the evaluation of a teacher (or student) for sarcasm, threats, humiliation, or other negative behavior. The primary purpose is to focus on the improvement of instruction and teacher effectiveness.

ARTICLE XII

NO STRIKE

During the term of this Agreement, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or disruption of the School District.

ARTICLE XIII

EFFECT OF AGREEMENT

12.1 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 through the written mutual consent of the parties.

12.2 SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

12.3 TERM OF AGREEMENT

This Agreement shall be effective **August 20, 2018** and shall continue in effect Until **August 15, 2022**.

This Agreement is signed this _____ day of _____, **2018**.

IN WITNESS WHEREOF:

For the Milton Pope Elementary
Education Association

For the Board of Education of Miller
Township Community Consolidated
School District No. 210

President

President

Secretary

Secretary