



# Illinois Education Association-NEA Effingham Region Office

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August 22, 2013

Illinois Educational Labor Relations Board  
160 N LaSalle Street, Suite N400  
Chicago, IL 60601

Roger Hendrix, FMCS  
12140 Woodcrest Exec. Drive, Suite 325  
St. Louis, MO 63141-5013

Jeff Fritchitch, Superintendent  
Altamont CUSD #10 BOE  
7 S. Ewing  
Altamont, IL 62411

To Whom It May Concern:

Enclosed please find the Altamont Education Association final offer as requested under the 115 ILCS 5-12 A5.

Sincerely,

Steve Wilquet  
IEA-NEA UniServ Director  
104 Greenview Dr.  
Effingham, IL 62401

cc: Mike Delaney – Altamont Education Association-President

Altamont Education Association

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Introduction

**Our Final Offer is Fiscally Responsible and Maintains the High Quality of Education Altamont's Citizens have come to expect.**

The teacher-members of the Altamont Education Association (AEA) are committed to our schools, our students, and our community. Our goal always is to help create a teaching and learning environment that supports quality education, helps all students reach their full potential and is fiscally responsible to the community.

To that end, the AEA has met with the School Board approximately five times since February in attempts to negotiate a fair agreement that will replace the contract that expired on August 15, 2013. Unfortunately, no agreement has been reached at this time. There are no new sessions scheduled.

The Board of Education has steadfastly refused to reach fair compromise on reasonable proposals from the AEA that would maintain student contact time as well as teacher planning time. Altamont's teachers have put forth a fiscally responsible proposal that would serve students well while enabling educators to plan quality lessons and communicate with parents in a timely manner from school.

Most school districts in Illinois are operating under tight budgets. Altamont is no different in that regard. But Altamont's administrative costs have risen at a rate that is unnecessary and now jeopardizes quality education. Administrative costs increased just last year by some \$95,000. This increase occurred while the school board made decisions to increase class sizes and cut teachers – harsh decisions that ultimately will hurt quality education and make it even more difficult to reach an agreement that will attract and maintain a quality teaching staff.

The Association has proposed an affordable, fair increase in salary. The AEA has proposed a two-year contract beginning with the 2013-2014 school year. In the first year of the contract the Association has proposed a 2.75% salary increase. Because of teacher retirements, and also because of reductions in the total number of teachers, this salary proposal will actually cost the district \$125,000 less than it spent in teacher salaries in the 2012-2013 school year.

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For the 2014-2015 school year, the Association has proposed a 3.25% increase. Again, because of retirements, this increase will cost the district only about \$16,000 more in 2014-2015 than 2013-2014, and will still be \$108,000 **LESS** than the district spent on teacher salaries in 2012-2013.

Finally, the Association has proposed language for the agreement (a "just cause" standard) that would require school administrators to have a valid reason to discipline an employee. A "just cause" standard is a common provision in many employment contracts and will offer employees the right of review if they feel they have been unfairly disciplined

**Altamont Education Association: Contractual Agreement Proposals  
August 2013**

**Existing language is unchanged.  
Deleted language contains "strikethrough."  
New language is "underlined."**

**Article IV Section A Part 2  
School Calendar**

The first day of student attendance shall not exceed the minimum hours as required by the state.-At semester break, the teacher in-service shall be a half day of teacher attendance. The end-of-year in-service shall be a half day of teacher attendance.

**Article IV Section F- Preparation Time-~~Junior High School and High School~~**

~~All full time Junior High School and High School teachers shall be allowed a preparation period every day, commensurate with the length of one Block 8 teaching period.~~

**New language:**

**Article IV Section F - Preparatory Time – All Teachers**

All teachers shall be provided no less than three hundred ninety (390) minutes of preparation time per week.

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Article V

JOB SECURITY/REDUCTION IN STAFF

A. Continuous Service and Sequence of Honorable Dismissal

1. **Continuous Service:** Continuous service shall be measured as years of continuous unbroken service as an employee in the district provided, however, that less than full time service shall be computed on a pro-rata basis. Credit for leaves of absence required by State or Federal law shall be in accordance with District records unless the employee can substantiate otherwise. Ties in continuous service shall be broken by:
  - a. The first day the employee actually reported for work.
  - b. Previous experience credit inside and outside the District which is allowed for credit on the salary schedule.
  - c. Education beyond the bachelor's degree which is allowed as a credit on the salary schedule.
  - d. Number of teaching certificates (The teacher with more areas of qualifications with the approved teaching certificates will be considered the most senior.)
  - e. Any further ties to be determined by drawing of lots where the Association and affected teachers will have the right to be present.
  
2. Prior to November 1 of each school year, the administration shall post in each attendance center and make available to the Association a listing of the computed continuous service of all employees in the school district. The posting shall include a copy of this section of the Agreement and shall include with each employee's name, their most recent date of hire and their computed continuous service. Each employee shall have until November 15 or the first school day thereafter to file written objections to the continuous service computation which shall specify the alleged error in the continuous service computation, and the employee cannot thereafter challenge the computation for that school year. The administration will post a final list no later than January 15 of each school year.

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- B. Distribution of Order of Honorable Dismissals List:** The proposed Order of Honorable Dismissals List will be provided to the Association President no later than seventy-five (75) calendar days prior to the last student attendance day, along with a notification to each employee of the placement(s) for which they are qualified. The final list will be provided to the President no later than forty-five (45) days before the last student attendance day with a notice to any individual whose placement on the list has changed from the placement on the proposed list.
- C. Meeting with Affected Teachers:** The administration will meet with the teacher or teachers who have been given notice of reduction to be informed of their rights as regards bumping and recall. A representative of the Association will be allowed to attend such meetings.
- D. Recall rights:** Recall rights shall be in effect from the date of termination through one (1) calendar years from the beginning of the school term next following the dismissal, unless otherwise required by 105 ILCS 5/24-12.
- E. Recall notice and response:** It shall be the responsibility of each employee subject to recall to apprise the Board in writing of said employee's mailing address at the time of layoff and of each mailing address change during the recall period. The Board's obligation to recall shall be met where it sends an offer by certified mail to recall to an employee on layoff, posted to the employee at the last mailing address the employee has provided the Board. The employee shall have twenty (20) days from the postmark date on the recall offer to respond to such offer. If the Board does not receive such response before the twenty (20) day period has elapsed, the employee will be presumed to have rejected the offer.
- F. Job qualifications:** The Board will provide copies to the Association of all job descriptions which list qualifications that were in effect on May 10, 2013, and will provide the Association with any proposed changes in said qualifications no later than April 10<sup>th</sup> of each year in which they are to be proposed.
- G. Joint Committee on Honorable Dismissals (RIF Committee):** The RIF Committee will include 3 representatives selected by the District and 3 representatives selected by the Association. The parties will notify each other of their representation no later than October 1 following the ratification of the contract, and those appointed to the committee shall remain on the committee until and unless the party notifies the other of a change in their appointments. The Committee shall make decisions by a majority vote of the appointed representatives.

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- H. Traveling Teachers If a teacher is required to travel to another district to perform duties, the teacher shall be entitled to actual additional mileage traveled due to such assignment, at the IRS rate as of July 1st annually. Travel time shall not reduce lunch periods for that teacher. All evaluations of traveling teachers shall be performed in compliance with the procedural requirements of the Altamont evaluation plan.

**Article VII**  
**Teacher Evaluation**

Memorandum of Understanding concerning the  
Performance Evaluation Reform Act ("PERA")

- A. The current evaluation plan as modified by Article VII and incorporating a 4 point scale, shall be placed in practice until the 2016-2017 school year unless, following the steps identified in this section, the parties mutually agree to implement a PERA qualified plan or part of such plan at an earlier date.
- B. No later than 3 months following the ratification of this contract, the parties shall constitute a Pre-PERA Committee. The purpose of this committee is to perform the development work required for the implementation of a PERA-qualified evaluation program.
1. The Pre-PERA Committee shall consist of 8 members: 4 members selected by the Board and 4 members selected by the Association. The Board and Association may bring additional consultants or personnel to Committee meetings, but such individuals shall not participate in the decision-making process.
  2. Decisions by the Pre-PERA Committee shall be based on a consensus of the members of the committee.
  3. The Committee will consider, study and develop for recommendation to the PERA committee, evaluation tools and procedures to be used under the PERA program. This will include multiple measures of assessment, including the student growth of the evaluation plan and other such evaluative tools as are appropriate under the PERA guidelines. The Pre-PERA Committee shall make a report of its actions and recommendations to the Board and Association no later than 200 days prior to the start of the 2016-2017 school year.
- C. No later than 180 days prior to the first day of the 2016-2017 school year, the parties shall constitute a PERA Committee in conformance

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with PERA. The purpose of the Committee will be to attempt to reach agreement on the adoption and implementation of a PERA-qualified evaluation plan.

1. The PERA Committee shall consist of 8 members: 4 members selected by the Board and 4 members selected by the Association. The Committee will have the option of selecting facilitators to assist it in its decision-making process. The Board and Association may bring additional consultants or personnel to Committee meetings, but such individuals shall not participate in the decision-making process.

2. Decisions by the PERA Committee shall be based on a consensus of the members of the committee. If the PERA Committee cannot reach consensus, then the District will implement the components of the State Plan for which consensus has not been reached, that was designed by the State's Performance Evaluation Advisory Council, in the 2016-2017 school year.

3. The Committee will finalize the design, evaluation tools and procedures to be used under the PERA program. This will include tools for the evaluation of teacher effectiveness, inclusion of a growth model, and other such evaluative tools as are appropriate under the PERA guidelines. Upon installation of a PERA-qualified plan, the Committee shall have the responsibility of monitoring the effectiveness of the plan and recommending adjustments to the Board and Association. The Committee can also obtain and provide training to employees on aspects of the plan.

4. The PERA Committee shall make a preliminary report to the Board and Association no later than 90 days prior to the start of the 2016-2017 school year indicating the likelihood of reaching consensus on a District plan. It shall make a report on the planned implementation no later than the first school day of the 2016-2017 school year. The Committee shall make a report no less than once per year following implementation with recommendations for adjustments to the plan.

D. Unless defined differently by the Pre-PERA or PERA Committee(s), "consensus" in this Memorandum of Understanding means at least 7 of 8 members are in agreement.

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**Article VIII Section B  
Personal Leave**

~~Two (2)~~ Three (3) personal leave days will be granted to employees each year of this Agreement. Days may be used on a one-half (1/2) or full-day basis. Notice of the need for personal leave shall be made in writing to the Principal, or in his/her absence, to the Superintendent at least twenty-four (24) hours in advance, if possible. Personal leave days may be used immediately before or after a holiday on a first come basis. However, no more than three employees in the District may use personal leave before or after a holiday or to extend a vacation. A holiday shall be deemed a holiday only if a regular Monday through Friday is utilized. Holidays falling on Saturday or Sunday only shall have no effect on personal leaves. "Extending" a holiday or vacation shall include the Friday preceding a Monday holiday or the Monday following a Friday holiday. Example: Presidents' Day falls on a Monday. Personal leave is not available on the Friday before Presidents' Day unless the superintendent has approved such leave. Personal Leave may not be used during Teacher In-Service or Teacher Institute Days unless approved by the Superintendent.

No more than ten percent (10%) of the employees from each building may take personal leave on any given day without special approval of the Superintendent. Unused personal leave days shall accumulate to four (4). Unused personal days beyond four (4) shall convert to sick leave at the end of the school year.

**Article X Section A  
Insurance Contribution**

- ~~1. The Board will pay for the 2008-2009 school year Two Hundred Ninety-Six Dollars (\$296.00) toward the individual monthly insurance premium of each teacher participating in the group insurance plan. For the 2009-2010 school year, the Board's contribution will increase to Three Hundred Six Dollars (\$306.00) per month. For the 2010-2011 school year, the Board's contribution will increase to Three Hundred Twenty One Dollars (\$321.00) per month. The Board will not change carriers without prior opportunity of the Association to comment thereon.~~

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1. The Board will pay for the 2013-2014 school year Four Hundred Twenty dollars (\$420.00) per month toward the single plan monthly insurance premium and Five Hundred Thirty dollars (530.00) per month toward the family and single +1 plan monthly premiums of each teacher participating in the group insurance plan. For the 2014-2015 school year, the Board and Association members participating will split equally the insurance increase for the family, single+1 and single plans monthly premium. The Board will not change carriers without prior opportunity of the Association to comment thereon.

**Article X Section B  
Salary Schedules**

**For the 2013-2014 school year, the Altamont Education Association proposes a 2.75% increase in yearly salary for each employee on the salary schedule, above their 2012-2013 salary.**

**For the 2014-2015 school year, the Altamont Education Association proposes a 3.25% increase in yearly salary for each employee on the salary schedule, above their 2013-2014 salary.**

**Constant Proposal**

**2013-2014**

|            |              |            |              |              |
|------------|--------------|------------|--------------|--------------|
| <b>BA</b>  | <b>BA+16</b> | <b>MA</b>  | <b>MA+16</b> | <b>MA+32</b> |
| <b>300</b> | <b>300</b>   | <b>320</b> | <b>320</b>   | <b>340</b>   |

**2014-2015**

|            |              |            |              |              |
|------------|--------------|------------|--------------|--------------|
| <b>BA</b>  | <b>BA+16</b> | <b>MA</b>  | <b>MA+16</b> | <b>MA+32</b> |
| <b>315</b> | <b>315</b>   | <b>340</b> | <b>340</b>   | <b>355</b>   |

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**Article X Section C**

**Extra Duties**

4. Any bargaining unit member hired for hourly work by the District for Driver's Education Behind the Wheel Instruction, Rtl Leader, Homebound Tutors, Summer School Teachers, and After-School Tutors beyond the contract requiring a degree, shall be paid at an hourly rate of ~~\$21.00~~ \$22.00 plus percentage of raise in the respective contract year.
5. **10 extra days: Guidance Counselor**
  - a. Leave as MOU
6. **Golf Coach**
  - a. Leave as MOU

**Article XI Section B**

No employee shall be disciplined without just cause.

CERTIFICATION OF SERVICE

This is to certify that I, Steven W. Wilquet, UniServ Director for the Altamont Education Association/IEA-NEA, in regards to contract negotiations, served the attached final offer to the following persons in the following manner.

MAILED CERTIFIED RETURN RECEIPT REQUESTED

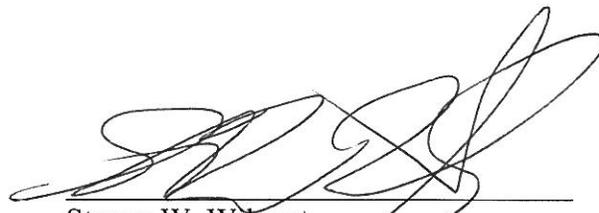
Illinois Educational Labor Relations Board  
160 N. La Salle Street, Suite N400  
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Mr. Roger Hendrix, FMCS  
12140 Woodcrest Exec. Drive, Suite 325  
St. Louis, MO 63141-5013

Jeff Fritchnitch, Superintendent  
Altamont CUSD #10 BOE  
7 S. Ewing  
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FIRST CLASS MAIL

Mike Delaney, President  
711 Field Street  
Altamont, IL 62411



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