

ADDENDUM TO THE NEGOTIATED AGREEMENT EFFECTIVE JULY 1, 2008

Contingent upon agreement by the Union to the Letters of Understanding and Addenda to the Negotiated Agreement dated____, _____, and _____ (Elementary Instructional Day, Middle School Schedule, High School Eight Period Day) the Board shall agree to the following items:

1. Effective July 1, 2010 the Board will assume and pay to the State Teachers retirement System (STRS) or the School Employees Retirement System (SERS) on behalf of members of the teachers bargaining unit 1.0% of the contribution otherwise payable by bargaining unit members (10%), without reduction in gross salary. (Include identical language per EAPSC Agreement July 1, 2008).
2. Section 19.00 of the Negotiated Agreement shall be amended to provide one additional day of professional leave for all intervention specialists for the purposes of completing IEP, MFE and ETR responsibilities. The Union shall withdraw the grievance filed October 5, 2009 and the Unfair Labor Practice filed December 22, 2009 regarding the subcontracting of nursing duties.
3. Amend Section 31.01 to read: All teachers assigned to elementary buildings shall be entitled to three days paid at the In-Service rate of pay set forth in Section 28.0 of the Negotiated Agreement during summer recess for purposes of classroom closing and/or classroom preparation. Service provided under this section shall be voluntary except for new bargaining unit members hired for the ensuing school year and who are subject to the provisions of Section 7.04.
4. Add the following Section to the Negotiated Agreement:

15.03 RECALL

- 15.31 Teachers whose continuing contracts are suspended shall be placed on a recall list and shall have first priority in recall and shall be recalled in order of greater seniority to fill vacancies for which they are licensed.
- 15.032 Teachers whose limited contracts were non-renewed only by virtue of reduction-in-staff shall be placed on a recall list and shall have priority after continuing contract teachers have been recalled. Limited contract teachers shall be recalled in order of greater seniority to fill vacancies for which they are licensed.
- 15.033 No new teachers shall be employed by the Board while there are teachers on the Reduction-in-Staff list who are certificated for any vacancy in a teaching position.
- 15.034 In the event that a vacancy(s) become available, the Board shall recall the teacher to active employment status by giving written notice to the teacher. Said written notice shall be sent to the teachers last known address and a copy to the Union. It shall be the responsibility of each teacher to notify the Board of any change in address.
- 15.035 If a teacher fails to accept active employment status within five business days from the date said notification was delivered, said teacher shall be considered to have declined said offer and shall be removed from the Reduction-in-Staff list.

- 15.036 A teacher on the Reduction-in-Staff list shall, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, sick leave, and salary schedule placement as said teacher would have earned before suspension or non-renewal.
- 15.37 Teachers shall remain on the Reduction-in-Staff list for a period of two (2) years from the last day of active employment by the District unless the teacher has accepted, prior to such time, employment in another school district which shall automatically remove the teacher from the list.