

CONTRACT BETWEEN
THE GOREVILLE UNITED FEDERATION OF TEACHERS
AND
THE SCHOOL BOARD OF THE GOREVILLE COMMUNITY UNIT DISTRICT #1
GOREVILLE, ILLINOIS

2020-2021, 2021-2022, and 2022-2023

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ARTICLE 1 Parties to the Agreement

Section 1. This agreement is made and entered into as of the 12th day of August 2020 by and between the Board of Education of Goreville Community Unit District #1, Johnson County, Illinois, or their successor in interest hereinafter referred to as the "Board" and the Goreville United Federation of Teachers, Local 2112, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union".

Section 2. This contract is a three-year agreement on language and salary.

ARTICLE 2 Recognition, Jurisdiction and Scope

Section 1. For the purpose of collective bargaining with respect to wages, hours and working conditions, the Board recognized the Union as the sole and exclusive representative for all regular and one-half certified teaching personnel employed by the Board during the term of this agreement-excepting only administrators.

Section 2. Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause, of this agreement, said 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.

Section 3. The Board agrees to implement its rules and policies as they pertain to teachers in a fair and impartial manner.

Section 4. Fair Share:

a) All employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.

b) Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.

c) The BOARD shall cooperate with the UNION to ascertain the names of all employee non-members of the UNION from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.

d) The UNION shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.

e) Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.

f) Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the UNION and the BOARD, hereby agree to comply with Labor Board rules. The BOARD shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the UNION and the objector(s).

g) The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the BOARD or the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

h) If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

ARTICLE 3 Management Rights

The Board retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

ARTICLE 4 Union No-Strike Promise and Board Bargaining Guarantees

Section 1. The Union agrees that there shall be no strike, withholding of services or other refusal to render full and complete service to the Board during the term of this agreement.

Section 2. No changes in working conditions not provided for herein and the school policy manual--and within the scope of negotiations under Illinois law--shall be made except after negotiations with the Union.

Section 3. Any policy or practice of the Board of Education or any agent of the Board shall remain in constant, except with prior negotiations with the Union. (i.e. without addition, deletion, or modification) any such change, misapplication, or misrepresentation of said policy or practice shall be subject to the grievance procedure.

ARTICLE 5 Union and Teacher Rights

Section 1. The responsibility and prerogative for assigning grades to students rests with the classroom teacher. The Administration shall not change any grade recorded by a teacher unless there is evidence that an error has been made. The principal must notify the teacher and initial the change. The change may be appealed to a committee appointed by GUFT, not to exceed three. The committee shall reach consensus decision on the final grade.

Section 2. The School District shall provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status or unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic or sexual violence, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories.

Section 3. The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations and with the Board concerning terms and conditions for their employment and the settlement of grievances.

Section 4. Teachers shall be free to join any organization without interference or penalty. They shall not be encouraged to join nor discouraged from joining any organization by supervisors, administrators or any other representatives of the Board.

Section 5. The Board shall furnish the Union President with the following documents and kinds of information as they are received, completed, or compiled, or as otherwise indicated:

- a) Board Agendas.
- b) Official minutes of Board meetings.
- c) Monthly budget summaries.
- d) Individual school policy manuals and revisions.
- e) Board policy manual.
- f) Annual auditor's report and Management letter.
- g) Current fiscal year budget.
- h) Statistical Information, not including teachers' name, pertaining to teacher step placement, salary line placement, extended service placement, and present insurance coverage.
- I) Faculty list including home addresses and telephone numbers. The list of new teachers hired shall be made available to the Union by July 1 of each year and names and addresses of persons employed after that date shall be made available on a monthly basis.
- j) The Board shall also make available to the Union upon request, any and all information, statistics, and records that may be relevant to negotiations or necessary for the proper enforcement of the terms of this agreement.

Section 6A. The school meeting agenda shall be furnished to the Union president at least 48 hours preceding the regular scheduled school board meeting.

Section 6B. Means of notification to school board members of special called school board meetings shall be addressed to the Union president in the same fashion.

Section 7. No teacher's contract will be allowed to conflict with any agreement between the Board and the Goreville United Federation of Teachers.

ARTICLE 6 Personnel File

Section 1. Only one official Board file shall be kept for each teacher. All final evaluations shall be placed in the official Board file. One major purpose of this file shall be to provide the teacher with a single point at which he/she can find any and all evaluations, letters, reports, memorandum and any other documents or materials that exist in the district or that have been initiated by district personnel relating to the nature and quality of his/her service and professional conduct. This official Board file shall be maintained in such a way as to accomplish the major purpose given above and under the following conditions.

a) All material to be placed in the official Board file shall be inserted in timely fashion, but not to exceed twenty (20) days from the date of the event (culmination of investigation, evaluation post-conference, etc.) giving rise to the material to be inserted.

b) Every teacher shall have immediate access to all materials in his/her official file if requested during normal business hours.

c) Neither a teacher's file nor any of its contents shall be copied or otherwise made known to other persons without the teacher's permission either during or after his/her service in the school district, provided, however, that such file be available to the Goreville CUSD #1: Board, the Superintendent, and the Principal.

d) Every teacher shall immediately be given a copy of any material added to his/her official Board file. Every teacher shall have the right to be furnished within two regular business days a reasonable number of copies of any or all file material.

e) Every teacher shall have the right to add material to his/her official Board file and attach dissenting or explanatory material to any document or other piece of material on file.

f) No person shall remove any material from a teacher's official Board file without the mutual consent of the teacher and the Superintendent or his/her designee.

g) Any documents or the contents thereof relating to teacher evaluation and performance and all material placed in a teacher's file by an administrator will be respected by the teacher and administrator as confidential vis-à-vis students and the general public except as may be required by the Union or the teacher for purposes of representation of the teacher in the implementation of this Agreement, or by the Board in bringing charges.

ARTICLE 7 Grievance Procedures

Section 1. Definitions:

A. Any claim by an employee or the Union, with written consent of any employee(s), that there has been violation, misrepresentation, or misapplication of the terms of this contract or a breach of an established policy of the Boards of Education shall be a grievance.

B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

Section 2. Procedures. The Parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. At any step in the following procedures, when requested by the employee, a Union representative may accompany the employee to assist if the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

a) The employee may present the grievance in writing to the immediately involved supervisor, within 90 calendar days of when the union member becomes aware of the action causing the grievance, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant, and the immediately involved supervisor shall be present for the meeting. Within four (4) days of the meeting, the grievant shall be provided with the supervisor's written responses, including the reasons for the decision.

b) If the grievance is not resolved at Step A, then the grievant may refer the grievance to the superintendent or his/her official designee within six (6) days after receipt of the Step A Answer or within eight (8) days after the Step A meeting, whichever is the latter. The superintendent shall arrange for a meeting to take place with the grievant within five (5) days of the superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within four (4) days of the meeting, the grievant shall be provided with the superintendent's written response, including the reasons for the decision.

c) If the grievance is not resolved in Step B, then the grievant may refer to the Board's Liaison Committee within six (6) days after receipt of Step B answer or within eight (8) days after Step B meeting, whichever is the latter. The committee shall arrange for a meeting to take place with the grievant within five (5) days of the committee's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within four (4) days of the meeting, the grievant shall be provided with the committee's written response, including the reasons for the decision.

d) **FINAL STEP IN GRIEVANCE PROCEDURE.** If the grievant or the Union are not satisfied with the disposition of the grievance at Step A or B or C or the time limits expire without the issuance of the Superintendent's reply, the Union may submit the grievance to binding arbitration through the Federal Mediation and Conciliation Service which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B reply, then the grievance shall be deemed withdrawn. Expenses for the arbitration services shall be borne equally by the School District and the Union.

1. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party.

Section 3. Bypass to Superintendent. If the grievant and the superintendent agree, Step A or B of the grievance procedure may be bypassed and the grievance brought directly to Step C or D.

Section 4. Bypass to Arbitration. If the Superintendent and the grievant agree, a grievance may be submitted directly to Step C or D.

Section 5. Class Grievance. Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union with written consent of the involved grievant(s) at Step B.

Section 6. No Reprisals Clause. No reprisals shall be taken by the Board or the administration against a grievant because of his/her participation in a grievance.

Section 7. Released Time. Should the processing of any grievance require that an employee or a Union representative be released from his/her regular assignment, he/she should be released without loss of pay or benefits upon approval by the Board.

Section 8. Grievance Withdrawal. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE 8 Student Discipline

Section 1. The responsibility for pupil discipline is jointly shared by the teachers, administrators and parents.

Section 2. A teacher may send a pupil to the principal for disciplinary action if such action is warranted.

Section 3. Students dismissed from a teacher's class for disciplinary reasons may be sent to the administrative offices only.

ARTICLE 9 Reductions in Personnel

Section 1. Reduction in personnel will be provided by applicable statutes and the Goreville School Board Reduction in Force Policy.

ARTICLE 10 Working Conditions

Elementary School Teachers:

1. Teachers shall be on duty from 8:00 a.m. to 3:15 p.m.
2. Class time shall run from a maximum of 8:15 a.m. to 3 p.m. excluding tutoring that could occur before and after school.
3. All full-time (30 hours or more per week) teachers shall have a continuous 40-minute duty free lunch period.

4. Each full-time (30 hours or more per week) teacher shall have a continuous 30-minute preparation period with the exception of early dismissals and/or emergency situations.
5. A 1/2-day or more physical education instructor shall be assigned to the grade school and grade school teachers are not required to teach physical education.
6. Teachers who substitute for another teacher during their planning period at administration or designee request should be contacted in a rotational order if possible and shall be paid \$20 per period or receive 1 hour of compensatory time toward an additional personal day. There will be a 1 hour per day maximum per person. Extra personal days can only be used in 6 hour blocks (full day) or 3 hour blocks (half day) and will not carry over to the next year. Personal days earned in this section will not accumulate nor transfer to normally allotted sick leave days.
7. The Board of Education agrees to provide incentive stipends for teachers completing Administrator recommended and Board approved staff development trainings.
8. Teachers who assume a 30-minute morning supervision duty shall be paid at the rate of \$15 per day. The 30-minute time to currently be from 7:45 a.m. to 8:15 a.m. or 30 minutes prior to the start of the school day. Teachers who accumulate nine (9) full 30-minute morning supervision duties, as verified by administration and the GUFT President or his/her designee, may choose to receive an additional personal day. Extra personal days can only be used in 6 hour blocks (full day) or 3 hour blocks (half day) and will not carry over to the next year. Personal days earned in this section will not accumulate nor transfer to normally allotted sick leave days.
9. Teachers selected by administration for RTI Interventions/Data Collection beyond required instructional remediation and beyond designated "Class Time" will receive a \$15 stipend for each 30 minute time period.
10. A joint committee or the Learning Partnership Team consisting of administration and teachers shall study the scheduling process in general. The study shall encompass but shall not be limited to the following areas:
 - a. The number of teaching periods in the day.
 - b. The number of periods in the day.
 - c. The number of different preparations per teacher.
 - d. The number of classes taken per pupil.
 - e. The number of credits required for graduation and courses required.
 - f. The number of course offerings--variety.
 - g. Upon receiving the committee's recommendation and considering the students' needs as determined by pre-registration and given the Districts'

financial restraints--the administrators on the basis of the report, the aforementioned, and educational soundness, will then prepare the schedule.

h. Remote Learning Plan(s)

Jr. High School/Middle School and High School Teachers:

1. The school day shall consist of 7 periods and thereafter shall change only to remain consistent with new state mandates.
2. Teachers shall be required to teach no more than 6 periods per day (excluding state mandated RTI services).
3. Teachers shall be on duty from 8:00 a.m. to 3:15 p.m.
4. Class time shall run from a maximum of 8:15 a.m. to 3 p.m. excluding tutoring that could occur before and after school.
5. Each full-time (30 hours or more per week) teacher shall have a continuous preparation period of at least 40 minutes--excluding lunchtime and before and after class time with the exception of early dismissals and/or emergency situations.
6. Teachers who substitute for another teacher during their planning period at administration or designee request should be contacted in a rotational order if possible and shall be paid \$20 per period or receive 1 hour of compensatory time toward an additional personal day. There will be a 1 hour per day maximum per person. Extra personal days can only be used in 6 hour blocks (full day) or 3 hour blocks (half day) and will not carry over to the next year. Personal days earned in this section will not accumulate nor transfer to normally allotted sick leave days.
7. All teachers shall have a continuous 30 minutes duty free lunch period except the teachers who assume lunch period supervision of students who will be paid at a rate of \$15 per lunch period.
8. Teachers who assume a 30-minute morning supervision duty shall be paid at the rate of \$15 per day. The 30-minute time to currently be from 7:45 a.m. to 8:15 a.m. or 30 minutes prior to the start of the school day, whichever applies. Teachers who accumulate nine (9) full 30-minute morning supervision duties, as verified by administration and the GUFT President or his/her designee, may choose to receive an additional personal day. Extra personal days can only be used in 6 hour blocks (full day) or 3 hour blocks (half day) and will not carry over to the next year. Personal days earned in this section will not accumulate nor transfer to normally allotted sick leave days.
9. Early Bird classes to begin 45 minutes prior to RTI/Tutorial shall be recommended by the administration, agreed to by the affected teacher and approved by the Board. The teacher may opt for a.) 1/7 additional pay, or b.) Elimination of 7th period.

10. The Board of Education agrees to provide incentive stipends for teachers completing Administrator recommended and Board approved staff development trainings.
11. A joint committee or the Learning Partnership Team consisting of administration and teachers shall study the scheduling process in general. The study shall encompass but shall not be limited to the following areas:
 - a. The number of teaching periods in the day.
 - b. The number of periods in the day.
 - c. The number of different preparations per teacher.
 - d. The number of classes taken per pupil.
 - e. The number of credits required for graduation and courses required.
 - f. The number of course offerings--variety.
 - g. Upon receiving the committee's recommendation and considering the students' needs as determined by pre-registration and given the Districts' financial restraints--the administrators on the basis of the report, the aforementioned, and educational soundness, will then prepare the schedule.
12. Teachers selected by administration for RTI Interventions/Data Collection beyond required instructional remediation and beyond designated "Class Time" will receive a \$15 stipend for each 30 minute time period.

Section 1. The schedules when prepared will be made available ten (10) school days prior to the end of the school year and a copy will be delivered to the Union President. Objections to the schedule as so prepared will be made by the Union President within fifteen (15) days of receipt of the copy to the local president. In the event there is an objection filed to the schedule as prepared, the school administrators and a representative of the Union shall meet within ten (10) days of the date of the objection.

Section 2. Lesson Plans. The Union agrees that the non-tenured probationary teachers shall provide weekly lesson plans and that they shall be available to the building principal the Friday preceding each week. All tenured teachers need only to provide lesson plans upon administration request.

ARTICLE 11 Teacher Assignments and Seniority

Section 1. Teachers shall not be reassigned to teach another grade level or subject without written consent unless their presently assigned grade level or subject is eliminated or extenuating circumstances occurs.

Section 2. Teachers Right to Reassignment- Tenured teacher's request for reassignment to a position in which they are considered Highly Qualified by state standards shall be considered based on criteria referenced in state statutes.

Section 3. Schedule Copies. The teachers shall receive a copy of their teaching assignment for the next school year (i.e. subjects, number of periods and lengths) before June 30th of the present school year.

Section 4. Seniority. Seniority will be based on the following:

1. That principle of employment policy, which accords certain benefits and privileges among employees on the basis of length of service, is accepted and endorsed by the parties hereto.

2. District seniority is defined as the length of active, full-time continuous service as a teacher in the District.

3. Under no circumstances shall any teacher transferring into the District be placed higher on the District seniority list than a teacher already having seniority in the District.

4. Should a conflict arise concerning two or more teachers with identical seniority, ties shall be broken on the following basis:

- a. First day of work.
- b. Date of Board action.
- c. Date of employee signature on contract.
- d. Date of earliest application on file.

Section 5. Notification.

a. Annually, prior to February 15, the Administration shall furnish District and building seniority list to the Union.

b. A District seniority list shall show the names of all teachers in the District in order of their full-time continuous service in the school district.

Section 6. Available Positions. Available teaching, paraprofessional, and extra-curricular positions shall be posted to district certified staff five (5) working days prior to the posting outside of district.

ARTICLE 12 Leaves of Absence

Section 1. Sick Leave. At the beginning of each school year, each full-time certificated employee will be granted the following sick leave days provided the employee meets both the accumulated number of years of TRS service credit and the number of accumulated and unused sick leave while in the Goreville school district at the beginning of each school year. In the event the employee meets the minimum years of service but does not meet the minimum threshold of accumulated sick leave days, the employee will be eligible for sick leave days based on the employee's number of accumulated sick leave days.

<u>Years of Service</u>	<u>Normal Annual Allotment</u>	<u>Minimum Threshold</u>
0-14 years	14 days	0
15-19 years	16 days	130
20-24 years	18 days	170
25-30 years (Tier I only)	20 days	210
30+ years (Tier I only)	25 days	240

12 month certified employees shall receive 20 sick leave days per year; 11 month certified employees shall receive 18 sick leave days per year or the number of sick leave days granted under the above Years of Service formula, whichever is greater; and 10 month certified employees shall receive 16 sick leave days per year or the number of sick leave days granted under the above Years of Service formula, whichever is greater.

Sick leave not used in the year of service for which it is granted shall be allowed unlimited accumulation. Teachers shall be notified in writing at the beginning of each school year and periodically thereafter upon request as to the current number of sick days they have accumulated.

- a) District certified staff may form and administer a Sick Leave Bank. Sick Leave Bank days acquired per Article 12 Section 1a will not accumulate nor transfer as normally allotted sick leave days. However, Sick Leave Bank days provided to another employee shall be deducted from accumulated sick leave.
- b) Certified employees shall be provided a leave of absence for the first three working days for an accident or illness occurring in the course of employment when workman's compensation benefits have been awarded.

Section 2. Personal Leave. Each teacher shall be entitled to three (3) days per year for personal business or emergency without loss of pay or deduction of sick leave. Teachers shall notify the Principal at least twenty-four (24) hours in advance of the leave whenever possible. It shall not be necessary for the employee to include the reason for taking such leave when making this request. Unused personal business leave shall be allowed to accumulate as sick days. During the terms of this contract, teachers who use two (2) or less sick days in a school year shall receive an extra personal day the following year for a total of four (4) personal leave days pertaining to this Section only. Additional personal days can be purchased (up to 4) at the rate of the current substitute pay (plus TRS) each year during the duration of the contract. Personal leave days may not be used during the first 5 days and the last 5 days of the school year nor on teacher institute or inservice days unless there are extenuating circumstances necessitating the leave as determined by administration. All personal days can only be used in 6 hour (full day) blocks or 3 hour (half day) blocks and will not carry over to the next year. Additional personal days earned or purchased in Article 12 Section 2 will not accumulate nor transfer to normally allotted sick leave days. An employee may not take more than 6 personal/comp days per year (except for purchased days). The administration may limit the use of purchased and/or additionally earned personal days based on availability of qualified substitute teachers.

Section 3. Professional Leave. Each teacher shall be entitled to two (2) professional days to be used for departmental workshops or professional organizations at teacher expense without loss of

pay. Professional leave days do not accumulate. A twenty-four (24) hour notice shall be given to the Principal. The Substitute Teacher will be provided at District expense. Additional days may be granted if it can be shown that it is needed to meet the teacher's recertification plan. Workshops at an administrator's request shall be paid for by the District and will not be considered as Professional Leave under this section. Special education teachers may use 1 of their 2 Professional Leave days for IEP paperwork if necessary.

Section 4. Maternity Leave. An employee shall be granted a maternity leave not to exceed the balance of the school year in which the leave begins plus one (1) additional school year.

The employee shall notify the Superintendent of the anticipated date that the leave will begin at least one (1) month prior to such date unless circumstances require a later date for notification. Every effort will be made to have such leave terminate immediately prior to the beginning of a new school term or semester or after the winter recess.

Nothing in this section shall prohibit an employee from utilizing accrued sick leave during any period of disability prior to the beginning of such leave.

Credit on the salary schedule for a full year of service shall be granted if the teacher has been employed and in attendance at least ninety (90) days during the school term the leave began. Subject to the approval of the insurance carrier, the employee may remain in the District's group insurance plans by making timely premium payments to the District's business office.

Section 5. Each certified teacher shall be entitled to five (5) bereavement days for deaths in the immediate family which include:

- Father, Mother, Sister, Brother, Spouse, Child (Including Step-Children), Grandparent, Grandchild (Including Step-Grandchildren), Biological, adopted, foster, legal ward, or step relationship, and In-law (grandmother-, grandfather-, mother-, father-, brother-, sister-, son-, and daughter-)

Employees are granted one (1) bereavement day for a relative other than the above who is not a member of the employee's household - aunt, uncle, niece, nephew, or cousin of the employee and/or a relative of a deceased spouse. (Such relatives may be regarded as members of the immediate family only if in residence in the employee's household.)

Relationships existing due to marriage will terminate upon the divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with Illinois State law.

The Superintendent or his/her designee may grant a leave to an employee who cannot, because of special circumstances, return to work at the completion of the allowable funeral leave days. Such leave will be taken with accrued personal/comp time or without pay. These days may not accumulate, nor be transferred.

Section 6. Pursuant to the Teachers' Retirement System's (TRS) rules, the District will report to TRS the total number of unused sick leave days accumulated by the teacher on his/her last day of employment. In addition, the teacher will receive a severance payment for any sick leave days

reported to TRS that exceed 170 days and which are not subsequently used for service credit. The severance payment will be calculated and paid as follows:

- A. Days awarded to the teacher will be paid at \$41.00 per day.
- B. This severance payment will be paid to the teacher after TRS determines how many of the sick leave days in excess of 170 are not used for service credit. Additionally, the severance payment cannot be issued to the teacher until after the teacher's last day of work and after the teacher receives his/her last regular payroll check, whichever occurs last.

ARTICLE 13 Salaries

Section 1. Salary shall be as per Schedule A.

- a) Tier I Teachers who max out the number of years on Schedule A and who are not in the pre-retirement period will receive a longevity increase of 3% of the previous year's salary until the pre-retirement period is entered. Tier II teachers who max out of the number of years on Schedule A shall receive no less than \$500 per year until their pre-retirement period is entered.

Section 2. Extra-Curricular compensation shall be as per Schedule B.

- a) All positions regularly funded by entitlement grants or other such monies shall be removed from Schedule B.
- b) All Schedule B positions shall be established on a percentage of the base salary other than Gifted of which the stipend shall be \$400, Grade School Yearbook of which the stipend will be \$400, FFA (Summer) of which the stipend will be \$500, for Beta Club Sponsors (1 High School and 1 Jr. High) of which the stipend will be \$500 each if they take students from their club to National Convention during the summer, for Marching Band Assistant of which the stipend will be \$500 (if more than 40 students are marching and to be selected by Band Teacher each year), a \$500 stipend for summer sports camps (No less than 3 days for grades K-8) and summer contact (no less than 20 hours of open gym and/or contests with team) for Head Coaches (or assistant coach if designated by the Head Coach) of Jr. High and High School Basketball and Jr. High and High School Volleyball, and a \$500 stipend for Head Coaches (or assistant coach if designated by the Head Coach) of Jr. High and High School Baseball, Jr. High and High School Softball for summer sports camp(s) (No less than 3 days for grades K-8) and summer contact (no less than 20 hours of Individual Hitting/Fielding work with team) and Cheerleading/Competitive Cheerleading for summer sports camp(s) (No less than 3 days for grades K-8) and summer contact (no less than 20 hours of open gyms with team and to be High School Cheerleading Coach or designee).

- A. Only one (1) coach for each sport will receive a summer stipend.
- B. Baseball and Softball may have a camp together.
- C. Basketball (Boys and Girls) may have a camp together.

c) All Schedule B positions (other than those mentioned in (b) above) shall receive a .0018 longevity increment for service up to 15 years. It is the employee's responsibility to validate experience.

d) Coaches of male and female sports shall receive equal stipends.

e) Should any additional positions be added to Schedule B, the index/salary shall be negotiated, but does not open the entirety of the contract for bargaining – only the item to be added.

Section 3. The Board shall pick up and pay to the Illinois Teacher Retirement System (TRS) the full amount of each teacher's contribution to the TRS. This payment by the Board on behalf of the teacher is over and above the teacher's salary as per the schedule.

Section 4. For teachers who participate in the health insurance program the district will pay 75% of the high deductible (lowest premium) health insurance plan as determined by the Board or \$4,010 (whichever is greater) toward the cost of health insurance. Should a teacher employed prior to 97-98 elect not to participate in the health insurance program provided, the Board shall contribute \$1000 to a tax sheltered program on behalf of said teacher. TRS/IRS rulings shall supersede this agreement. Any conflict shall render the above agreement null and void and the unpaid balances shall revert to annuity or mutual funds.

Section 5. Certified teachers employed less than full-time shall receive the same benefits regarding health insurance, sick and personal leave, salary/benefits, and retirement incentive on a pro-rated basis.

Section 6. For those teachers retiring at no cost, ERO or otherwise, to the Board (for example, 35 years of creditable service as defined by the Illinois Teacher's Retirement System or 60 years of age by December 31 of the year of retirement and who retire at the first date eligible or by the end of the school year when that date occurs), they will qualify for this section and enter a pre-retirement period of no more than 4 years prior to their date of retirement. An irrevocable letter of resignation must be received by May 1 no earlier than four (4) years prior to retirement in order to enter the pre-retirement period. During the pre-retirement period, the Board shall, for each of the last four year(s) of service immediately preceding retirement, increase the teacher's creditable earnings by six percent (6%) over the previous year's salary as determined by the teacher's placement on the salary schedule in the year prior to retirement. The 6% increase will be calculated based on the teacher's previous year creditable earnings, including but not limited to supplemental pay, extra-curricular, committee, grant work and stipends, etc. However, supplemental pay, extra-curricular, committee or grant work, etc., will not be calculated in the salary increase if the teacher does not continue performing that work in any year the employee receives retirement benefits under this provision. For example, if a teacher's 2014-2015 salary (\$50,000) included a \$1,500 extra-curricular stipend and the teacher did not perform that stipend work in his/her final years of employment, the teacher's retirement benefit under this provision will be \$2,910 ($\$50,000 - \$1,500 = \$48,500 \times 6\%$ including salary increase = \$2,910) or total creditable earnings in the last year of employment of \$51,410. The only exception would be if the teacher's extra-curricular position is eliminated, a grant in affiliation with the teacher is terminated, a class sponsorship ends due to the class graduating or such other circumstance that the Board determines is beyond the teacher's control, then no reduction in retirement salary would result. An employee cannot collect a local retirement option if there are additional retirement incentives mandated by the legislature or TRS

(Example: Another 5 & 5). This section shall be null and void if state, federal or TRS regulations place a limitation that penalizes the Board and/or school district. In any case, the Board will not, under any circumstances, pay more than a 6% increase to any teacher within their last four years prior to retirement. Furthermore, if state or federal law does not allow for certain job altering promotions and/or payments from other TRS governed entities (Regional Office of Education, etc.) to be exempt from the 6% rule, then (1) the employee may receive a promotion, but will not receive more than the 6% allowed under law; and/or (2) it is the employee's responsibility to disclose payments received from other TRS governed entities to be included in the 6% calculation. Additionally, any severance payment cannot be issued to the teacher until after the teacher's last day of work and after the teacher receives his/her last regular payroll check, whichever occurs last.

Section 7. Employee use of the Early Retirement Option (ERO) shall be the minimal amount allowed by law and/or TRS. The right to use the ERO option shall be based on seniority with the District.

Section 8. The Board of Education shall pick up and pay the additional mandated TRS Health Insurance (THIS) teacher payments.

Section 9. The Board shall provide \$15,000 paid term life insurance per certificated employee.

Section 10. Any teacher that is assigned to teach a Board approved dual credit course will receive a stipend of \$200 per period in which the course is taught for a maximum of \$600 per school year. This stipend will be paid at the end of the school year once the classes have successfully been completed.

ARTICLE 14 Effect of Contract

Section 1. Complete Understanding. The terms and conditions set forth in this Contract represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

Section 2. Incorporation of Board Policies. The policies and procedures of the Board may neither countermand nor be contrary to the terms and conditions of this Contract.

Section 3. If the Board and Union fail to reach an agreement on or before the scheduled termination date of this Contract, all wage increases shall be retroactive to the day following the scheduled termination date.

ARTICLE 15 Miscellaneous Provisions

All of these items will be grievable under the Grievance Procedure and the Board may not change the items in any way without negotiating with the Union.

1. Each teacher shall, so far as practical, have an assigned room, a desk, and a filing cabinet.
2. The Administration shall not remove articles from the teacher's classroom without notification of the teacher.

3. Teachers may leave the building during their non-teaching periods after notifying office personnel.
4. The school shall provide a lounge for staff use only.
5. A soda machine and refrigerator shall be available in the Teachers' lounge. Proceeds of the soda machine in the teachers' lounge shall be used as the teachers in the building deem fit.
6. The Union shall have the use of school and central office equipment systems and facilities for the reasonable conduct of its business. Prior arrangements for the use of the systems and facilities shall be required.
7. Days for faculty meeting shall be established on a uniform date at the beginning of each school year.
 - a) Union meetings will be held after the departure of school buses or before 8:00 a.m.
 - b) The Administration may require teachers to attend no more than one faculty meeting per month excluding teacher inservice days, school improvement days, and school ~~lockdown~~ safety incidences. Faculty meetings shall be held during regular school hours, not during the duty-free lunch periods.
8. The Board and Union shall have a committee known as the Learning Partnership Committee to meet to discuss or review educational matters.
9. Mileage Allowance. Teachers who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized service to the School District shall be reimbursed at the state rate. Use of personal vehicles must have prior authorization.
10. A workshop day shall be set aside the last full day of school to attend to cumulative records, report cards, class lists, or other school record keeping.
11. There shall be two teachers from both elementary and high school appointed by the Union to assist in developing a student handbook policy.
12. Any committee assigned to revise the School Board Policy Manual shall include teacher representatives from both the elementary and high school staff.
13. Payroll shall be distributed every other Friday by direct deposit until beginning with the 2021-2022 school year in which payroll will be distributed on the 5th and 20th of each month.
14. Movement horizontally along the salary schedule shall be effective at the beginning of each school year provided receipt of transcript (electronically received by password protected means and/or by mail from the university) and determination by the Superintendent and the Union President that the hours earned are in the appropriate field of study are received prior to August 1. Prior approval may be requested by the certified staff.

- 15. An early dismissal day for paper work/grading at the start of quarters 2, 3 and 4 shall be established. Dismissal shall be after the students have attended the minimum hours required by statute.
- 16. Distance learning courses (not including external contracted offerings to other schools) shall be recommended by the administration, agreed to by the affected teacher(s) and approved by the Board. Teachers will be provided with a financial incentive to deliver distance-learning classes. A teacher will be compensated \$600 per semester. Minimum enrollment will be 10 students.
- 17. The Administration and Union will form a committee which will review options for the school calendar, and make recommendations to the Board.

Board of Education, President

Date

GUFT, President

Date