

**PROFESSIONAL NEGOTIATIONS AGREEMENT**

**BOARD OF EDUCATION**  
**GRAND RIDGE COMMUNITY CONSOLIDATED DISTRICT 95**

**AND**

**GRAND RIDGE EDUCATION ASSOCIATION**

**2010-2012**

4/27/2010

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## ARTICLE I - RECOGNITION

- A. The Board of Education of Grand Ridge Grade School District #95 (hereinafter referred to as the "Board") recognizes the Grand Ridge Education Association, an affiliate of the IEA-NEA (hereinafter referred to as the GREA "Association") as the exclusive negotiating representative of all full-time and regularly employed part-time certified teachers. (This Agreement shall not include the Superintendent, Central Office Personnel, Principal, Teacher Aide or other non-certified personnel.)
- B. The term "teacher" when used hereinafter in the agreement shall refer to all regularly employed personnel represented by the Association in the unit as determined in Paragraph (A) above.
- C. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

## ARTICLE II - NEGOTIATIONS

- A. The parties shall commence bargaining for a new Agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations, but in no case later than April 1st or no earlier than January 10th, of the final year of the existing Agreement.
- B. Each party to negotiations shall select negotiating representatives from District #95.
  - 1. Association: Three (3) representatives of the Association who are members of the regularly employed staff of District #95.
  - 2. Board: Three (3) representatives for the Board of Education or Administration of District #95.
  - 3. Both parties reserve the right to utilize advisors outside the District, however, these advisors will not be allowed to participate in or be present at the negotiation meetings between the Board and the Association unless mutually agreed to by both parties.
- C. Both parties agree to confer upon their respective negotiators the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Board and the Association for ratification. No proposal shall be deemed accepted until a final agreement is reached and approved.
- D. When the Association and the Board reach agreement on all matters under consideration, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and then to the Board for official approval. No agreement will be enforceable at law or in equity or be binding until approved by both Association and Board.
- E. There shall be three signed copies of any final Agreement. One copy shall be retained by the Employer, one by GREA, and one mailed to IELRB.
- F. In the event the parties are unable to reach agreement on a new contract after both parties have thoroughly discussed all of the issues presented by the parties, either side may declare in writing that an impasse exists. In such event both parties shall mutually request that the Federal Mediation and Conciliation service appoint a mediator from their staff to assist the parties in reaching an agreement. The mediator shall not make public the positions of either party or his recommendations for settlement. Both parties reserve the right to utilize such advisors as they deem necessary in representing them after impasse has been declared.
- G. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE III - TEACHER AND ASSOCIATION RIGHTS

- A. Right of Representation - Whenever any teacher is required to appear before the Board in any matter which could adversely affect the continuation of that teacher in his/her employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the rights for such meeting(s) and shall have the right to have a representative of the Association present to advise him/her or represent him/her during such meeting(s).
  
- B. Personnel File - Each teacher shall have the right, upon request, to review the contents of his/her personnel file, excluding college credentials and references. They will be allowed to place therein written reactions to any of its contents placed within personnel file within personnel file within that current school year.
  
- C. Meetings, Notices, and General Information - The Association shall be allowed the following:
  - 1. The use of a classroom of an association member, but not to be held between 8:00 AM and 3:30 PM.
  
  - 2. The use of employee mail boxes, inter-school mail, and lounge bulletin boards for the purpose of internal communication.
  
  - 3. The use of school equipment, e.g., typewriters and duplicating machines, provided the cost of consumables is reimbursed to the school district.
  
- D. Evaluation of Students - The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Grades and evaluations can be changed by the teacher. The Board has the ability to review and consult with the teacher when a grade is in question.

## ARTICLE IV - GRIEVANCE PROCEDURE

### Section 1: DEFINITION

- A. A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

### Section 2: STATEMENT OF BASIC PRINCIPLES

- A. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Association representatives.
- B. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation nor shall any reprisals be taken against Administrators.
- C. It is agreed that any investigation or the handling or processing of any grievances by the grieving teacher or the Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours.

### Section 3: PROCEDURES

- A. FIRST STEP - The parties hereto acknowledge that it is usually most desirable for a teacher and his/her supervisor to resolve problems through free and informal communication. An attempt shall be made to resolve any grievance in such informal, verbal discussion between the aggrieved teacher and his/her immediate supervisor.
- B. SECOND STEP - If a grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the Superintendent. The written grievance shall state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated and should state the remedy requested. The grievance must be filed at the second step within ten (10) school days from the date of the occurrence of the event giving rise to the grievance. The Superintendent shall make a decision and communicate it in writing to the teacher within ten (10) school days.
- C. THIRD STEP - If a grievance is not resolved satisfactorily to the Association within ten (10) school days, the Board of Education will be notified so that all parties can attempt to resolve the grievance prior to proceeding to arbitration.
- D. FOURTH STEP - If the grievance is not resolved satisfactorily to the Association within ten (10) school days, there shall be available a step of impartial, binding arbitration. The Association may submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within ten (10) school days after said notice is given. If the two parties fail to reach agreement on an Arbitrator within ten (10) school days, the American Arbitration Association will be requested to provide a panel of qualified arbitrators from which the parties may make a selection. The American Arbitration Association shall also serve as the administrator of the proceedings, but the parties shall not be subject to the voluntary rules of the American Arbitration Association.
- E. Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- F. The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- G. Failure by the aggrieved teacher or the Association to appeal a grievance at any level to the next level within the specified time limits herein shall be deemed to be acceptance of the decision at that level.
- H. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

#### Section 4: ALTERNATIVE REMEDIES

- A. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the School District shall not be required to process the same claim or set of facts through the grievance procedure.

#### ARTICLE V - STAFF REDUCTION

- A. If the Board of Education determines, because of economic necessity, to decrease the number of teachers employed or to discontinue some particular type of teaching service, the Board will first remove or dismiss all non-tenured teachers before removing or dismissing any tenured teacher who is legally qualified to hold a position currently held by a non-tenured teacher.

If the Board's decision to decrease the number of teachers employed or to discontinue some types of teaching service requires the dismissal of tenured teachers, no tenured teacher will be dismissed if such tenured teacher is legally qualified to hold a position currently held by a tenured teacher who has less seniority. Tenured teachers so dismissed will receive notices of honorable dismissal.

Neither this reduction-in-force policy nor a teacher's tenure status may preclude the Board, in its discretion, from either making teaching assignments or transferring teachers to positions for which they are legally qualified.

SENIORITY shall be defined as follows:

1. Years of continued service as a tenured teacher in the school district, provided, however, that less than full-time tenured service shall be computed on a pro rata basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
2. If the years of continuous tenured service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service with the school district; provided, however, that less than full-time service shall be computed on a pro rata basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.

3. If total continuous teaching service with the school district is equal between two or more teachers, than seniority shall be determined by total teaching service with the school district whether or not continuous (such service shall be computed in the manner described in (1) and (2) above.
  4. If total teaching service with the district is equal as between two or more teachers, then seniority shall be determined by placement on the salary schedule; i.e., the teacher with the higher salary shall be deemed the most senior.
- B. Seniority List - The Administration will provide a seniority list of the faculty (including qualifications for subject areas) by February 1st of each school year. Any staff member will have thirty (30) days to challenge the accuracy of this list and provide proof of updated course work, etc.
- C. Order of Re-employment - Should the Board recall honorably dismissed tenure staff according to the provisions of 24-12 of the Illinois School Code, the Board shall recall said teachers in reverse order of layoff.
- D. Teachers' Obligation to Respond to Recall.
1. In cases of recall pursuant to paragraph C of this article, the Administration shall offer the available position to laid off teachers, in reverse order of layoff, insofar as they are qualified to fill such position, by notifying said teacher of the availability of the position by certified mail (return receipt requested) sent to the teacher' address on file with the district office.
  2. The notification of position availability shall include notice that, should the teacher not reply in writing within fifteen (15) calendar days of the mailing, the teacher shall forfeit all recall rights.
  3. Should the district office not receive a written request from the notified teacher within fifteen (15) calendar days after the date of mailing the letter of notification, all recall rights of the teacher shall be terminated, and the position shall then be offered to the next staff member in reverse order of layoff, according to the provisions of this paragraph.

## ARTICLE VI - TEACHER/ADMINISTRATION EVALUATION

- A. Evaluation Frequency
1. Non-tenured teachers shall be evaluated at least two times per academic school year.
  2. Tenured teachers shall normally be evaluated at least one time per academic school year. The evaluation period may be extended to one time per two academic school years at the discretion of the Administration, provided the teacher's previous evaluation was acceptable.
- B. Within two (2) weeks after the beginning of each school term, the Administration shall acquaint each teacher under its supervision with the currently approved evaluation process. No evaluations may take place until such orientation has been completed.
- C. Teachers shall be evaluated through classroom visitation to be followed in each instance by a written evaluation report and by a conference between the teacher and his/her immediate supervisor, within ten (10) school days of the evaluation, for the purpose of identifying any deficiencies, and extending assistance for their correction and improving instructions.
- D. Informal observations by the certified supervisor or administrator may be used.
- E. Copies of Evaluation - A teacher shall be given a copy of any class visit evaluation report prepared by his/her evaluator at least one (1) school day before any conference to discuss it. No teacher shall be required to sign a blank or incomplete evaluation form.
- F. The evaluator shall attempt to provide the teacher with assistance to improve the quality of teaching and to eliminate any deficiencies noted in the evaluations.
- G. The teacher shall have the right to attach a written response to any adverse evaluations or other negative materials that are placed in his/her personal file.
- H. Nothing herein shall abrogate the Board's right to terminate non-tenure teachers in accordance with Section 24-11 of the School Code.

## ARTICLE VII - TEACHERS' HOURS AND ASSIGNMENTS

- A. School Calendar - Superintendent will meet with a Teachers' Committee to make recommendations for a school calendar which does not exceed the legal requirements by the state, with final approval to be by the Board of Education.
- B. Teacher Work Day - Full time teacher work day shall be from 8:00 AM until 3:30 PM. During each work day the teacher shall be entitled to:
  - 1. A duty free lunch period equal to that of the students but in no case less than 40 minutes.
  - 2. A 25 minimum consecutive minute preparation period for teachers.
- C. Teachers shall attend all staff meetings, parent/teacher conferences and spring and fall open houses. Teachers are encouraged to attend PTO meetings and other school activities in which their homeroom students are directly involved.
- D. Teachers who consent to work supervision at sports activities shall be paid \$15.00 a night for basketball and \$10.00 a night for volleyball. An activity pay voucher form must be completed and submitted to the Superintendent before payment shall be made.
  - 1. If no teacher consents to work supervision at sports activities, teachers will be involuntarily assigned to these duties on a rotational basis.
- E. Employees who volunteer for lunch room supervision (in lieu of a duty-free lunch) shall be compensated 6.8% of the base salary, which includes full TRS, as specified in Extra Duty Schedule.
  - 1. If no teacher consents to work lunch room supervision, members of the general public can be asked to work lunch room supervision.
  - 2. If no member of the general public consents to work lunch room supervision, the teachers will be involuntarily given this duty on a rotational basis; turns not to exceed one year.
- F. Notification of Teacher Assignments - The Board shall attempt to give teachers notice of their tentative assignments for the forthcoming year no later than eighty (80) days preceding the first day of the new school year. Teachers are to be made aware of any certified position openings or openings of any extra curricular duties, by either being posted during the school year or written notice during the summer. Interested teachers are to apply in writing to the Superintendent for this consideration. All interested District employees having the necessary qualifications, shall be granted an interview to fill vacancies, with consideration given to the educational background, personal qualifications, and professional achievements of all applicants.

## Salary Index

STEP	BA	BA +8	BA+16	BA+24	MA/BA40	MA+8
0	1.000	1.035	1.0700	1.1050	1.1400	1.1750
1	1.035	1.070	1.1050	1.1400	1.1750	1.2100
2	1.070	1.105	1.1400	1.1750	1.2100	1.2450
3	1.105	1.140	1.1750	1.2100	1.2450	1.2800
4	1.140	1.175	1.2100	1.2450	1.2800	1.3150
5	1.175	1.210	1.2450	1.2800	1.3150	1.3500
6	1.210	1.245	1.2800	1.3150	1.3500	1.3850
7	1.245	1.280	1.3150	1.3500	1.3850	1.4200
8	1.280	1.315	1.3500	1.3850	1.4200	1.4550
9	1.315	1.350	1.3850	1.4200	1.4550	1.4900
10	1.350	1.385	1.4250	1.4600	1.4950	1.5300
11	1.385	1.420	1.4650	1.5000	1.5350	1.5700
12		1.455	1.5050	1.5400	1.5750	1.6100
13			1.5450	1.5800	1.6150	1.6500
14				1.6200	1.6550	1.6900
15					1.6950	1.7300
16						1.7700
17				1.6600		
18					1.7350	
19						1.8100
20				1.7000		
21					1.7750	
22						1.8500
23				1.7400		
24					1.8150	
25						1.8900
26				1.7800		
27					1.8550	
28						1.9300
29				1.8200		
30					1.8950	
31						1.9700

Base: \$28,500

STEP	BA	BA+ 8	BA+16	BA+24	M/BA40	MA+8
0	28,500	29,498	30,495	31,493	32,490	33,488
1	29,498	30,495	31,493	32,490	33,488	34,485
2	30,495	31,493	32,490	33,488	34,485	35,483
3	31,493	32,490	33,488	34,485	35,483	36,480
4	32,490	33,488	34,485	35,483	36,480	37,478
5	33,488	34,485	35,483	36,480	37,478	38,475
6	34,485	35,483	36,480	37,478	38,475	39,473
7	35,483	36,480	37,478	38,475	39,473	40,470
8	36,480	37,478	38,475	39,473	40,470	41,468
9	37,478	38,475	39,473	40,470	41,468	42,465
10	38,475	39,473	40,613	41,610	42,608	43,605
11	39,473	40,470	41,753	42,750	43,748	44,745
12		41,468	42,893	43,890	44,888	45,885
13			44,033	45,030	46,028	47,025
14				46,170	47,168	48,165
15					48,308	49,305
16						50,445
17				47,310		
18					49,448	
19						51,585
20				48,450		
21					50,588	
22						52,725
23				49,590		
24					51,728	
25						53,865
26				50,730		
27					52,868	
28						55,005
29				51,870		
30					54,008	
31						56,145

Base: \$28,857

<b>STEP</b>	<b>BA</b>	<b>BA+ 8</b>	<b>BA+16</b>	<b>BA+24</b>	<b>MA/BA40</b>	<b>MA+8</b>
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0	28,857	29,867	30,877	31,887	32,897	33,907
1	29,867	30,877	31,887	32,897	33,907	34,917
2	30,877	31,887	32,897	33,907	34,917	35,927
3	31,887	32,897	33,907	34,917	35,927	36,937
4	32,897	33,907	34,917	35,927	36,937	37,947
5	33,907	34,917	35,927	36,937	37,947	38,957
6	34,917	35,927	36,937	37,947	38,957	39,967
7	35,927	36,937	37,947	38,957	39,967	40,977
8	36,937	37,947	38,957	39,967	40,977	41,987
9	37,947	38,957	39,967	40,977	41,987	42,997
10	38,957	39,967	41,121	42,131	43,141	44,151
11	39,967	40,977	42,276	43,286	44,295	45,305
12		41,987	43,430	44,440	45,450	46,460
13			44,584	45,594	46,604	47,614
14				46,748	47,758	48,768
15					48,913	49,923
16						51,077
17				47,903		
18					50,067	
19						52,231
20				49,057		
21					51,221	
22						53,385
23				50,211		
24					52,375	
25						54,540
26				51,365		
27					53,530	
28						55,694
29				52,520		
30					54,684	
31						56,848

Extra Duties		2010-2011	2011-2012
		Base	Base
Position		28,500	28,857
Science Fair		400	400

<b>Student Council Advisor</b>		<b>400</b>	<b>400</b>
<b>PBIS Coordinators(2)</b>		<b>800</b>	<b>800</b>
<b>Year Book Advisor</b>		<b>1000</b>	<b>1000</b>
<b>Bus Supervisors (2)</b>		<b>0</b>	<b>0</b>
<b>Computer System Operator(1)</b>		<b>0</b>	<b>0</b>
<b>Academic Team</b>		<b>1000</b>	<b>1000</b>
<b>Technology Technician</b>		<b>0</b>	<b>0</b>
<b>Lunchroom Supervisor (3)</b>		<b>5670</b>	<b>5670</b>
<b>Breakfast Supervisor</b>		<b>0</b>	<b>0</b>
<b>Homework Program</b>	<b>\$24.00 per Session</b>		
<b>Saturday Detention</b>	<b>\$68.00 per Saturday</b>		
<b>COACHING</b>			
<b>Athletic Director</b>		<b>2500</b>	<b>2500</b>
<b>7-8 Boys' Basketball</b>		<b>1000</b>	<b>1000</b>
<b>7-8 Boys' Basketball Ass't</b>		<b>500</b>	<b>500</b>
<b>7-8 Girls' Basketball</b>		<b>1000</b>	<b>1000</b>
<b>7-8 Girls' Basketball Ass't</b>		<b>500</b>	<b>500</b>
<b>7-8 Volleyball</b>		<b>1000</b>	<b>1000</b>
<b>7-8 Volleyball Ass't</b>		<b>500</b>	<b>500</b>
<b>5-6 Boys' Basketball</b>		<b>1000</b>	<b>1000</b>
<b>5-6 Boys' Basketball Ass't</b>		<b>500</b>	<b>500</b>
<b>Cheerleading</b>		<b>1000</b>	<b>1000</b>
<b>Boys' Track</b>		<b>800</b>	<b>800</b>
<b>Girl's Track</b>		<b>800</b>	<b>800</b>
<b>Baseball</b>		<b>800</b>	<b>800</b>
<b>5/6 Girl's Basketball</b>		<b>800</b>	<b>800</b>
<b>6<sup>th</sup> Girl's Volleyball</b>		<b>800</b>	<b>800</b>

1. The above extra-curricular duties are normally on a voluntary basis and normally filled by teachers. Under certain instances, they can be filled by qualified members of the general public.

2. If a teacher or a qualified member of the general public does not volunteer for these duties, then teachers will be involuntarily assigned to one or more of these extra-curricular duties on a rotational basis; turns not to exceed one year.
  3. The above extra-curricular duties can be discontinued at any time, prior to the start of that activity, without the cost of that activity to the school.
- C. The Board of Education shall provide 100% Board paid single coverage Health Insurance for each teacher in the district for the 2010-2011 and 2011-2012 school years. However, in lieu of the single coverage insurance, if a teacher is covered by a spouse's health insurance policy that teacher may choose a \$2000 stipend (including TRS) added to their total salary, to be paid on a monthly basis. This choice may be renewed on an annual basis in accordance with the open enrollment period for the medical insurance coverage. Health Insurance for the spouse and/or dependents of the teacher shall be paid for by the teacher. Description of benefits of policy is attached.
- D. The Board of Education shall provide a Section 125 Plan with a \$625.00 spending account credit for plan years beginning January 1, 1999. Description of Plan is attached.
- E. Each teacher shall be allowed twelve (12) days sick leave per year, cumulative to 270 days. "Sick Leave shall be interpreted to mean personal illness, illness of an immediate family member, quarantine at home, or death in the immediate family or household." ("Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.) (See Addendum 1 for Sick Bank Policy)

Additionally, a teacher shall be allowed two (2) days leave to be used for personal business as approved by the Superintendent. Personal leave is for business that cannot be conducted during non-school days or hours. Personal business shall not be used for vacations, to accompany a spouse on a trip, any activity for which the individual is compensated; or for a strike or work stoppage. One (1) unused personal day may be carried over to the following year. Such personal days may accumulate to three (3) days. Unused personal days will accumulate as sick days toward the 270 cumulative days total.

Additionally, each teacher shall be entitled to three (3) bereavement days for death in the teacher's extended family, per occurrence, without loss of pay nor reduction of sick days. For purposes of the three (3) bereavement days, the extended family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, and legal guardian.

- F. The Association shall be permitted up to a total of six person days annually (i.e. 2 people for 3 days) to send representatives to local, state, and or national meetings dealing with Association business. The teachers so designated by the President of the GREA shall be excused without loss of pay. The Association shall reimburse the District the full cost of a substitute and the District shall not reimburse the Association or the teacher for any expenses incurred at such meetings.
- G. From the compensation schedule (Exhibit A), and the extra duty stipends, the Board shall deduct and remit for each teacher the full amount due such teacher pursuant to the compensation schedule and extra duty stipends to the State of Illinois Teachers' Retirement System to be applied to the retirement account of such teacher. It is the intent of the parties

by this agreement to qualify these payments as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers have no right or claim to monies so remitted except as it may subsequently become available upon retirement or resignation from the Teachers' Retirement System.

The Board shall also remit to Teachers' Health Insurance Security (THIS) on behalf of each teacher, the percentage mandated by the State of Illinois Teachers' Retirement System not to exceed 1% of total salary as reported to TRS for retired Teachers Insurance. This amount is taxable; hence the amount shall be added to Gross Salary before taxes, then deducted and remitted to the Teachers' Health Insurance Security.

The Board will remit .58% of 1% to TRS as the employer's contribution for the 2.2 benefit formula.

The balance of the amount due each teacher, pursuant to such compensation schedule, shall be payable as salary installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement. Such withholding shall include any and all additional amounts requested to be paid to the Teachers' Retirement System for account of such teacher.

The Association and each teacher will defend, indemnify, and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liabilities by reason of faithful payment of the contributions to the Teachers' Retirement System pursuant to the provision of this section. No such claim, demand, action, complaint, or suit may be settled or compromised by the Association or any teacher without written consent of the Board if such claim, demand, action, complaint, or suit adversely affects the Board of Education, its members, its agents, and/or its employees.

H. Teachers shall be allowed reimbursement for mileage as per IRS set amount, meals, fees, lodging, and registration to attend professional meetings and workshops if said attendance and reimbursement is approved in advance by the Superintendent. The limits of the reimbursement shall be determined in advance.

I. Teachers shall be required to furnish evidence of continued professional growth. Professional growth requirements shall be as follows:

1. BA to BA+16 must take six (6) semester hours every five (5) year period.
2. BA+24 to Masters must continue education to comply with the ISBE recertification process.

Courses taken must meet the following requirements to be credited on the salary schedule and reimbursed:

1. Approved in advance by the Superintendent.
2. Taken at an accredited college or university.
3. Be a graduate level course in an approved program or approved by the Superintendent.
4. Represent a grade C or better to be credited.
5. Tuition Reimbursement under this Section is available only to teachers who have taught in the District for one full year.

Reimbursement: All teachers will be reimbursed up to 3/4 the cost of tuition or 150.00/hour, whichever is less, to cover cost of registration fees and up to \$75.00 per course to cover required materials, if the course taken meets the above requirements. Payment for graduate level courses will be limited to nine (9) semester hours per calendar school year. The use of undergraduate courses may satisfy the professional growth requirements providing the class is approved in advance by the Superintendent and would provide timely educational information to benefit the teacher's classroom. The Superintendent may suggest specific courses to improve curriculum and promote professional growth, but will not be credited on the salary schedule. For purposes of this section, the tuition year shall run from August 1 to August 1.

Reimbursement for Fall and Spring coursework will be paid upon satisfactory completion of the course.

Reimbursement for summer course work will be made in September for satisfactorily completed courses.

If the teacher does not continue to teach at Grand Ridge Grade School the semester following the reimbursement for coursework, the teacher shall repay the District all fees via payroll deduction or personal check.

Tuition reimbursement shall not be available to substitute teachers, teachers filling a leave of absence, or for courses taken during a leave of absence.

- J. Teachers shall be paid on the first business day of each month. Except that if the first day of the month falls on either a Saturday or Sunday or any other non-business day, teachers shall be paid on the preceding business day.

K. RETIREMENT PLAN

If an employee gives the Board an irrevocable notice of retirement by July 1 four years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four years of service.

- If an employee gives the Board an irrevocable notice of retirement by July 1 three years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three years of service.
- If an employee gives the Board an irrevocable notice of retirement by July 1 two years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two years of service.
- If an employee gives the Board an irrevocable notice of retirement by July 1 one year prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining year of service.

Once an employee submits an irrevocable notice of retirement by July 1, that employee shall be removed from the salary schedules contained in this agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement in no case will the employee's TRS creditable earnings increase exceed 6% of the previous year.

If, after submitting an irrevocable notice of retirement by July 1, the employee resigns from, or is dismissed from duties for which the employee was paid a stipend or additional compensation as set forth in Appendices B and C the previous year, the retirement incentive for the employee will be recalculated accordingly.

a. Requirements to Qualify

1. Must be at least 60 years of age by December 31 of the year of retirement; or
2. Must be at least 55 years of age by December 31 of the year of retirement with 35 or more years of creditable service with the Illinois Teachers' Retirement System; and
3. A minimum of 25 years full time service in the Grand Ridge School District #95 at the time of retirement.
4. The maximum number of teachers allowed to exercise the 'Service Incentive' for any given year will be limited to three per year. In the event more than three teachers request the 'Service Incentive', priority will be determined by seniority. Any resulting unsuccessful applicant will be granted priority in the following year, regardless of seniority.

b. In the event an employee fails to meet the requirements of paragraph (a.2) because of a qualifying event in his/her last year of employment, the administration can work with the employee to extend his/her employment for a sufficient length of time to satisfy the requirements of paragraph (a.2).

Qualifying Events:

Permanent disability

Terminal illness or serious long term medical condition that reduces the individual's quality of life

c. In the event of the teacher's death during the period they have designated to receive their Service Incentive, the teacher's designated beneficiary would receive any 'owed' salary, which would include the balance of the 'Service Incentive' awarded to them.

d. If, during the term of this agreement, any legislation and/or TRS rules/regulations are enacted or not reenacted and/or adopted or amended that result in a greater cost to the district than the costs generated by this Agreement, the parties agree that this section shall be null and void.

#### Limitation on TRS Creditable Compensation

The purpose of the section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the district of a Board-paid penalty or fee to TRS, or any Board or district liability to fund any portion of a teacher's TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in the school district, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.

No teacher's TRS creditable earnings from employment in this school district, including but not limited to:

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Retirement incentives
- Extra-duties
- Changes in position or

Shall increase from one school year to the next by more than 6% or be otherwise increased so as to create liability on the part of the Board or district for any portion of a teacher's retirement annuity, or result in any district or Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the district or Board to pay additional amounts to cover all or part of the teacher's retirement annuity or cover any Board or district paid penalty or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any Board or district paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than 6%, or any such lesser amount that would trigger a district-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

e. If the teacher resigns from a stipend during the length of the last four years, the retirement incentive amount will be reduced accordingly.

- L. Longevity**- Each teacher who is frozen at the bottom of the columns BA24, MA/BA 40, and MA8 and does not qualify for the Retirement Incentive shall receive 1% of his or her scheduled salary each year, as a longevity increase.

## ARTICLE IX - DURATION AND EFFECT OF AGREEMENT

- A. This written Agreement shall be effective upon its execution or July 1, 2010, whichever shall be later and shall terminate on June 30, 2012.
- B. 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 renegotiated within said school year. The remaining articles, sections, and clauses shall remain in full force and effect.
- C. Each teacher recognizes his/her responsibility to educate the children of the district. Under no condition will any teacher engage in strikes, in withholding services, or using sick-leave for the purpose of disrupting the contract with the Board for the duration of this Agreement. The employer agrees that for the duration of the Agreement, it will not engage in a lock-out of its employees.
- D. It is expressly understood and agreed that all functions, rights, powers, or authority and legal responsibilities of the administration of the school district and the Board of Education which are not specifically limited by the express language of the 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.
- E. The terms and conditions set forth in this Agreement represents the full and complete understanding between the parties. The terms and conditions may be modified only through written, mutual consent of both parties.
- F. Waiver of Additional Bargaining - The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, that the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the terms of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

These modifications are agreed to and signed this

1st day of June, 2010

In Witness Whereof For:

**GRAND RIDGE EDUCATION ASSOCIATION**

**BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

GREA Negotiators for this contract

Jenny Cox

Brenda Larson

Lisa Killelea

Grand Ridge Board of Education Negotiators for this contract

Ken Bernard

Ruben Dittmer

Chris Holtzman

The Grand Ridge Board of Education reopened the teachers' contract in June, 2007, to allow the GREA to revise the Sick Leave Bank as follows:

## **ADDENDUM 1**

The Grand Ridge Board of Education authorizes the GREA to construct a sick bank. The Board takes neither responsibility for nor ownership of the sick bank. The Board authorizes no funds or personnel to administer or maintain the sick bank.

### **1. Purpose**

The purpose of the Sick Leave Bank is to provide a bank of sick leave days in order to grant sick leave benefits to members who incur a prolonged illness or injury and have used all of his/her accumulated sick and personal days.

### **2. Membership**

Any GREA member employed at Grand Ridge School C.U.S.D. #95 may join the sick leave bank. As a member, a teacher must contribute one (1) day to the bank for the first year of membership and two (2) days each for the second and third years of membership. After the third year of donations, the member will be considered fully vested in the sick leave bank and shall not be asked to contribute any more days unless the bank drops below 25 accumulated days. If the total days accumulated drop below 25, all members will be asked to donate one (1) day the following year. No assessment will ever exceed one (1) day per year. All days required for membership must be contributed by September 15<sup>th</sup> of each school year. Days contributed become the property of the sick leave bank and no longer count toward the individual member's accumulated or current sick leave. Days contributed shall remain in the sick leave bank until exhausted. Donated sick days will not be returned to the member if the member chooses not to participate in the sick leave bank in the following years. If a member chooses not to donate again, he/she is no longer an eligible recipient. Membership in the bank is automatically terminated upon effective date of resignation, retirement, or dismissal.

### **3. Use**

Sick leave days may be withdrawn from the bank only for the *teacher's* illness or injury after his/her sick days have been exhausted. Withdrawals from the bank will be limited to twenty (20) days per year. A request for withdrawal of sick leave days must include the Sick Leave Request Form and attached physician's written verification. If the member is incapacitated due to illness or injury, the sick leave bank committee has the authority to distribute up to the maximum days to the member. Only employees who have donated at least one day to the sick leave bank are eligible to withdraw days. Members on Workman's Compensation shall not be eligible for sick leave bank coverage. Maternity Leave is exempt from sick leave bank coverage. In the event that all available days have been used, withdrawing days from the sick leave bank is no longer an option. Grants of sick leave from the bank shall not be made to any member on account of an elective surgery, or illness of any member of the participant's family, or during any period the member is receiving disability benefits from Social Security, the State retirement plan, or under the Worker's Compensation Law.

#### **4. Repayment**

Sick leave granted a member from the sick leave bank need not be repaid by the individual.

#### **5. Administration**

The GREA will create a Sick Leave Bank Committee to maintain the Sick Leave Bank. The guidelines for administering this bank shall be established and carried out by the Sick Leave Bank Committee. The Sick Leave Bank Committee shall maintain records and ***submit a written report by October 1 to the bookkeeper*** and by the end of each school year to the Board of Education, which provides an accounting of the number of days donated in the current year, the number of total days accumulated, the number of days granted to eligible members, and remaining balance of the bank. The report shall also list the names of current bank members. The committee will consist of three (3) year terms on a rotating basis so that there is always an experienced committee member existing. The committee shall meet when necessary, but at least once each year in order to prepare the reports stated above. The Board is not responsible for any decision on a claim. No grievance may be filed against the Administration or Board of Education because of a decision of the committee. All actions of the committee may be appealed to the total GREA membership with a simple majority vote overruling the committee.