

# **2018-2021 School Years**

**Agreement/Contract  
between  
Gallatin County Education Association  
and  
Gallatin County Community Unit  
School District No. 7**

Ratified May 10<sup>th</sup>, 2018

# TABLE OF CONTENTS

ARTICLE 1	RECOGNITION AND DEFINITIONS	
	1.1 Recognition.....	1
	1.2 Definitions.....	1
ARTICLE 2	NEGOTIATION PROCEDURES	
	2.1 Successor Agreement.....	2
	2.2 Request for Mediation.....	2
	2.3 Printing of Agreement.....	2
	2.4 Amendments to Agreement.....	2
ARTICLE 3	GRIEVANCE PROCEDURE	
	3.1 Purpose .....	2
	3.2 Definitions .....	2
	3.3 Procedures .....	2
	3.4 Bypass.....	3
	3.5 Grievance Withdrawal.....	3
	3.6 No Written Response.....	3
	3.7 Costs.....	4
	3.8 Grievance Timelines.....	4
ARTICLE 4	ASSOCIATION RIGHTS	
	4.1 Bulletin Boards.....	4
	4.2 Mailboxes and Interschool Mail.....	4
	4.3 Association Leave.....	4
	4.4 Payroll Deductions.....	4
	4.5 Mandate Waivers.....	5
	4.6 Use of Equipment and District Facilities.....	5
ARTICLE 5	EMPLOYEE RIGHTS	
	5.1 Right to Organize.....	6
	5.2 Appearing before Administration .....	6
	5.3 Employee Assignments.....	6
	5.4 Personnel File.....	6
	5.5 Notice of Vacancies.....	6
ARTICLE 6	LEAVES	
	6.1 Sick Leave.....	7
	6.2 Personal Leave.....	7
	6.3 Leaving District Employment- Pre-retirement Benefit.....	8
	6.4 Leaves of Absence.....	9
	6.5 Bereavement Leave.....	10
	6.6 Jury Duty.....	10
	6.7 Accounting of Leave.....	10
	6.8 School Closing.....	10
ARTICLE 7	SENIORITY	
	7.1 Reduction in Force/Seniority List.....	10
	7.2 Reduction in Force Recall.....	11
	7.3 Breaking of Ties.....	11
ARTICLE 8	WORKING CONDITIONS	
	8.1 Leaving School Building.....	11

	8.2 Work Year.....	11
	8.3 Work Day.....	11
	8.4 Duty Free Lunch Period.....	12
	8.5 Compensation for Planning Period.....	12
	8.6 School Calendar.....	12
ARTICLE 9	EVALUATION OF EMPLOYEES	
	9.1 Purposes of Evaluation.....	12
	9.2 Evaluation Procedures.....	12
	9.3 Appropriate Dress.....	14
ARTICLE 10	EFFECT OF AGREEMENT/OR CONTRACT	
	10.1 Savings Clause.....	14
	10.2 No Strike Clause.....	14
	10.3 Board Authority.....	14
	10.4 Waiver of Additional Bargaining.....	15
ARTICLE 11	EMPLOYEE COMPENSATION	
	11.1 Salaries.....	15
	11.2 Health Insurance Benefits.....	16
	11.3 Life Insurance.....	17
	11.4 Extra Duty.....	17
	11.4.1 Athletic Director .....	18
	11.5 Pension.....	18
	11.6 Paychecks.....	18
	11.7 Personal Vehicle Use.....	18
	11.8 Master Teacher Stipend.....	18
	11.9 Half-Credit.....	19
	11.10 Extra-Curricular Schedule.....	19
	11.11 Duration.....	19
SALARY SCHEDULES:		
	Extra-Curricular Salary Schedule.....	20
	2018-2019 Schedule.....	21
	2019-2020 Schedule.....	22
	2020-2021 Schedule.....	23
ATTACHMENT:	Request for approval of Continuing Education for credit on salary schedule. ....	24

# ARTICLE 1 RECOGNITION AND DEFINITIONS

## 1.1 Recognition

The Board of Education of the Gallatin County Unit School District #7 Gallatin County, Illinois, hereinafter referred to as the “Board,” hereby recognizes the Gallatin County Education Association, hereinafter referred to as the “Association,” affiliated with the Illinois Education Association and the National Education Association, as the sole and exclusive bargaining agent for all full-time and regularly employed part-time certified/licensed teaching personnel, hereinafter referred to as teachers, and teacher’s aides who are paid on the salary schedule which is part of this Agreement.

## 1.2 Definitions

**Full-time Certified Employee**—The term “full-time certified” hereinafter in this Agreement shall refer to all employees who are certified/licensed by the State of Illinois and working in a teacher capacity and are employed by Gallatin County CUSD # 7 for more than five and one-half (5.5) hours per day or more than twenty-seven and one-half (27.5) hours per week or are working as a technology coordinator, special education coordinator, school nurse, social worker, and guidance counselor.

**Part-time Certified Employee**- The term “part-time certified” shall refer to any certified/ licensed teacher who is employed for less than five and one-half (5.5) hours per day or less than twenty-seven and one-half (27.5) hours per week.

**Full- time Non-Certified Employee**—The term “full time non-certified” hereinafter in this Agreement shall refer to all employees who are working in a teacher aide capacity for the Gallatin County CUSD #7 and are employed for more than five and one-half (5.5) hours per day or more than twenty-seven and one-half (27.5) hours per week.

**Part-time Non-Certified Employee**- The term “part-time non-certified” shall refer to any non-certified teacher’s aide who is employed for less than five and one-half (5.5) hours per day or less than twenty-seven and one-half (27.5) hours per week.

**Bargaining Unit Member or Employee**—The term “Bargaining Unit Member” or “Employee” hereinafter in this Agreement shall refer to all employees represented by the Association.

**Days:** The term “days” when used in this Agreement shall, except where otherwise indicated, mean working days.

## **ARTICLE 2 NEGOTIATIONS PROCEDURES**

### **2.1 Successor Agreement**

Negotiations for successor agreement shall begin on or before April 1, prior to the expiration of the current agreement.

### **2.2 Request for Mediation**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be helpful.

### **2.3 Printing of Agreement**

Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed at the expense of the Board and presented to the president of the Association for distribution to each employee.

### **2.4 Amendments to Agreement**

The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified, and signed by the parties and become an amendment to this contract.

## **ARTICLE 3 GRIEVANCE PROCEDURE**

### **3.1 Purpose**

The purpose of this grievance procedure is to establish and promote an equitable and expeditious means of resolving any claim by the Association that the contract has been violated.

### **3.2 Definitions**

A grievance shall be any claim by the Association that the rights of an employee, as defined by this agreement, have been denied or impaired.

### **3.3 Procedures**

**Step 1:** The parties agree that an employee and the immediately involved Supervisor should attempt to resolve problems through free and informal communications and that every effort will be made to arrive at a solution in this manner.

**Step 2:** If the problem is not resolved in Step 1, the Association, shall within fifteen (15) days from the date when the employee or Association knew or should have known about the allegation, present the grievance in writing to the immediately involved supervisor. The grievance shall set forth the nature of the occurrence, the specific provisions of the Agreement claimed to have been violated and the remedy requested. The supervisor will arrange for a meeting to take place within seven (7) days of receipt of the grievance. The Association's representative, the employee and the immediately involved supervisor, shall be present for the meeting. Within seven (7) days of the meeting, the Association shall be provided with the supervisor's written response, including the reasons for the decision.

**Step 3:** If the grievance is not resolved at Step 2, the Association may refer the grievance to the Superintendent or the Superintendent's official designee within seven (7) days of receipt of the Step 2 answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within seven (7) days of the Superintendent's receipt of the appeal. Within seven (7) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

**Step 4:** If the grievance is not resolved in Step 3, the Association may request a hearing of the Board within seven (7) days of receipt of the Superintendent's response. The Board shall schedule the hearing within ten (10) days of the Board's receipt of the appeal. Within seven (7) days of the meeting, the Association shall be provided with the Board's written response, including the reasons for the decision.

**Step 5:** If the Association is not satisfied with the disposition of the grievance at Step 4, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within fifteen (15) days of the Association's receipt of the Board's written response, the grievance shall be deemed withdrawn. Neither party shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall act as the administrator of the proceedings.

### **3.4 Bypass**

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

### **3.5 Grievance Withdrawal**

A grievance may be withdrawn, in writing, at any step.

### **3.6 No Written Response**

If no written response has been rendered by the indicated party, within the time limits indicated by a step, then the grievance shall advance to the next step.

### **3.7 Costs**

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

### **3.8 Grievance Timelines**

Failure of a grievant to act on a grievance within the prescribed time limits will bar any further appeal. An Administrator's failure to render a written response within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

## **ARTICLE 4 ASSOCIATION RIGHTS**

### **4.1 Bulletin Boards**

The Board agrees that a bulletin board shall be provided for the use of the Association in each workroom.

### **4.2 Mailboxes and Inter-School Mail**

Employee mailboxes and the inter-school email shall be available to the Association for Association business.

### **4.3 Association Leaves**

Four (4) days paid leave shall be granted to the Association each year. The Association shall reimburse the District for the cost of the substitute.

### **4.4 Payroll Deductions**

- A. Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or the Superintendent's designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association President prior to September 1st of any school year, to be effective for such year.
- B. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. All other payroll deductions shall be in writing and presented to the payroll clerk five (5) days prior to first payday.

- C. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by September 30th, the Board shall deduct the fair share fee from wages of the non-member.
  
- D. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the I.E.L.R.B.
  
- E. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
  
  - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
  
  - 3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
  
- F. The Board shall remit said deducted dues and fees to the local Association treasurer within ten (10) calendar days following the pay period deduction.

#### **4.5 Mandate Waivers**

The Board cannot request waivers regarding terms and conditions of employment without written notification to the Association.

#### **4.6 Use of Equipment and District facilities**

The Association shall not be unreasonably denied the use of office equipment at reasonable times, provided that by such use the Association agrees to reimburse the Board for any damages and to pay for all consumable materials. In addition, the Association will be allowed to use District facilities for meetings if such use does not interfere with the educational program and the Association agrees to comply with the District's Facility Use Form and to reimburse the Board for any expenses or damages incurred.

## **ARTICLE 5 EMPLOYEE RIGHTS**

### **5.1 Right to Organize**

Employees shall have the right to organize, join and assist the Association, and to participate in negotiations with the Board through representatives of their own choosing.

### **5.2 Appearing Before Administration**

Upon request, an Employee shall be entitled to have an Association representative present during a meeting with an administrator that may lead to disciplinary action. When a request for such representation is made, the meeting shall be suspended until such representative of the Association is present. In emergency situations which require immediate action the association will provide an Association representative within the hour.

### **5.3 Employee Assignments**

An Employee shall be given written notice of his/her assignments for the forthcoming year within twenty (20) days after the closing date of school. In the event changes in such assignment are proposed, the Employee affected shall be notified promptly and consulted. Changes in the employee's assignments will be made no later than ten (10) days preceding the commencement of the next school year unless an emergency situation requires. If an emergency situation occurs, communication will be set up with the affected teacher prior to making the change, i.e., phone call, face to face conference, email, or letter.

### **5.4 Personnel File**

Upon request, Employees shall be given a copy of all materials related to their reemployment or evaluation, and they shall be given an opportunity to respond to said material prior to it being placed in their file.

Employees shall be notified of any Freedom of Information Act (FOIA) request for documents contained in their personnel file at the time the request is made. Notification shall include the name of the person making the request and a copy of any documents provided.

### **5.5 Notice of Vacancies**

- A. The Board shall post in each workroom written notice of any position in the bargaining unit that becomes vacant as it occurs or any new position upon approval by the Board. Posting will include position, title and job description. New and vacant positions shall be filled according to certification, qualifications, merit and ability (including performance evaluations, if available) and relevant experience. Merit and ability shall be

defined as 1) the average of the last two performance evaluations in the same subject or grade level or 2) the average of the last two performance evaluations. Relevant experience shall be defined as years of experience in the subject area or grade level. The length of the applicant's service in the District shall not be considered unless all other factors are considered to be equal. This section shall not prevent the hiring of new employees. All elementary grades shall be considered as the same grade level and grades 7-12 shall be considered as the same grade level.

- B. No such position shall be filled on a permanent basis until after notice thereof has been posted for ten (10) days.
- C. The G.C.E.A. President and Vice-President will receive written notice of all new or vacant positions at the time of posting. During the summer, notice of vacancies or new positions will be e-mailed to employees and notification sent through the automated school phone system or included with the bi-monthly pay.

## **ARTICLE 6 LEAVES**

### **6.1 Sick Leave**

The Board shall provide its Employees with sick leave at a rate of one (1) full-time (7 hour) day per ten (12) full-time days of employment per school year without loss of pay or benefits. Part-time employees who are scheduled to work a portion of the day or week shall receive sick leave at a rate of one (1) of their work days for every ten (12) of their days worked. In the event a part-time employee becomes a full-time employee, the pro-rated sick leave days they have accumulated will be converted to hours to determine the number of full-time days they have available for use. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption or placement for adoption. The immediate family for purposes of this Article shall include all persons designated as such by the School Code. Sick leave shall accumulate from year to year without limitation.

A bonus of \$500.00 will be paid to a full time certified/licensed teacher who does not use any of their sick days each fall and spring semester each school year for a total of \$1,000.00 per year. A bonus of \$250.00 will be paid to each full time non-certified teacher's aide who does not use any of their sick days each fall and spring semester each school year for a total of \$500.00 per year.

### **6.2 Personal Leave**

Each full-time employee shall be entitled to two (2) personal leave days per school year. Part-time employees shall receive two (2) pro-rated days equal to the number of hours per day they work. The following conditions shall apply:

- A. Granted by the Superintendent upon 48 hours written notice to the Building Principal as long as it does not impede the operation of the school system.
- B. In case of an emergency, the 48 hours written notice may be waived with approval of the Superintendent.
- C. The number of persons granted personal leave on any given day will be limited to no more than four (4). Priority will be given on the basis of first written request.
- D. Except in the case of an emergency, personal leave for days prior to or immediately following a holiday will be restricted to two (2) personal leave requests per holiday. Personal Leave on these days will be granted on a first come, first serve basis with a restriction of one (1) per employee per school year. Personal leave shall not be used during work stoppage.
- E. Unused Personal leave shall accumulate to five (5). Days in excess of five (5) shall be converted to accumulated sick leave.

### **6.3 Leaving District Employment – Pre-retirement Benefit**

- A. This pre-retirement benefit shall not be used in conjunction with any other incentive or with Early Retirement Option (ERO) of TRS. Employees with more than thirty-five (35) years teaching experience including accumulated sick leave, shall be ineligible for this pre-retirement benefit. Employees who have previously declined a retirement incentive shall be ineligible for this pre-retirement benefit.
- B. “Eligible to retire” shall be defined as:
  - 1. That year (July 1- June 30) in which the teacher first reaches thirty-five (35) years of TRS service credit, including accumulated sick leave, and is at least fifty-five (55) years of age, or
  - 2. That year (July1-June 30) in which a teacher reaches sixty (60) years of age with at least ten (10) years of TRS service including accumulated sick leave. A teacher may choose to work past the age of sixty (60) with less than thirty-five (35) years of experience and still be entitled to this pre-retirement benefit amount upon retirement as long as he/she does not exceed thirty-five (35) years of teaching experience including accumulated sick leave.
- C. Full time certified employees may take advantage of the pre-retirement benefit. As many as the last four (4) years of a full time certified employee’s career may be included in the pre-retirement period. An irrevocable letter of intent establishing the date of retirement will create and determine the length of the pre-retirement period.
- D. Letters of intent to retire must be filed by September 1 of the year up to,

and including, the school year of retirement. In cases of emergency, the Board shall consider a later date of notification. The pre-retirement period may be from 1-4 years in duration depending upon when the letter of intent to retire is received and the specified date of retirement.

- E. The “benefit amount” shall be \$20,000. This is the maximum “benefit amount” and in no case shall the “benefit amount” exceed \$20,000. Upon receipt of an irrevocable notice of intent to retire, the “benefit amount” will be paid to the employee according to the following: for each school year between the time the notice of retirement is given and the date of retirement, beginning with the year the notice is given, the employee shall receive his/her regularly scheduled increases in TRS creditable earnings, plus that portion of the “benefit amount” needed to result in the creditable earnings being 106% of the previous year’s creditable earnings; the portion paid that is above his/her regularly scheduled increases shall be deducted from the “benefit amount.” Teachers will receive the “benefit amount” with the June 20<sup>th</sup> payroll. At the time of retirement any remaining portion of the “benefit amount” shall be retained by the Employee.
- F. Any teacher submitting an irrevocable notice of, intent to retire, will be guaranteed the pre-retirement benefit regardless of the inclusion of this provision in successor agreements. In the event, the teacher experiences a major life event and needs to alter his/her retirement date, the Board may grant an extension of up to (three) 3 years.

#### **6.4 Leaves of Absence**

- A. Leaves of absences shall be granted without pay to employees who have rendered proficient service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District and the value of continued employment to the District as determined by the Board.
- C. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to Employees according to the following conditions:
  - 1. When possible, written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
  - 2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
  - 3. Leave may be granted for reasons acceptable to the Board.
  - 4. Employees on such leave may continue insurance benefits if they

reimburse the District for any costs prior to the premium due date. Where federal or state law requires a different treatment of insurance benefits during leave, i.e. FMLA, the law will govern.

## **6.5 Bereavement Leave**

- A. Employees will be granted up to three (3) days, per incident, with a maximum of two incidences per school year, for leave connected with the death of members of the immediate family or household. The immediate family shall include spouse, children, step children, father, mother, step parents, parents-in-law, brother, sister, step-brother, step-sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchildren, grandmother, grandfather, legal guardian, aunt, uncle, nieces and nephews. The household shall include those individuals actually residing in the household of the employee. Bereavement leave shall be an annual allowance and not cumulative.
- B. Sick leave days may be used for bereavement leave beyond three (3) days or to attend the funeral of a close friend or relative not listed for approved bereavement leave.

## **6.6 Jury Duty**

Any Employee called for jury duty during working hours or who is required to be present for any court proceedings, arbitration, or fact finding, shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage. Jury and subpoena pay received by the Employee will be transferred to the District.

## **6.7 Accounting of Leave**

Each year the Board shall provide each employee with an accounting of the number of days accumulated sick leave and accumulated personal leave.

## **6.8 School Closing**

When the schools are officially closed by the Superintendent and employees are not required to report for duty, any leave days previously granted to an employee shall not be deducted from the employee's account.

# **ARTICLE 7 SENIORITY/REDUCTION IN FORCE**

## **7.1 Seniority List**

- A. By March 1 each year, the Employer shall prepare and maintain a seniority list for certified/licensed and non-certified employees which will be based on the years of service in the District. Years of service will be

determined by date of hire. In the event there is a tie, placement shall be determined by order of hire per board minutes.

## **7.2 Reduction in Force Recall**

- A. If at any time subsequent to the reduction in force of a certified employee, a position becomes available for which the employee is certified and qualified to teach, the employee will be recalled in reverse order of layoff. Recall rights shall be in accordance with the School Code of Illinois.
- B. For one (1) calendar year following a reduction in force of a non-certified employee, if a position in any category becomes available for which the non-certified employee is qualified or can perform, the employee will be recalled in reverse order of layoff. Recall rights for non-certified employees shall be in accordance with the School Code of Illinois.

## **7.3 Breaking of Ties**

Breaking of ties for seniority shall be done in the following manner:

- A. The Employee with the greatest years of teaching experience in the District.
- B. The Employee with the greatest number of years of teaching experience.
- C. The Employee with the highest educational degree.
- D. By lot.

# **ARTICLE 8 WORKING CONDITIONS**

## **8.1 Leaving School Building**

Employees shall be permitted to leave the school building during lunch break. During their plan time, Employees shall be permitted to leave the school building if it is for the performance of their duties.

## **8.2 Work-Year**

The teacher work-year shall be 180 days except in the event of a strike in which the length of the school year and dock days shall be negotiated.

## **8.3 Work Day**

The length of the work day for teachers shall not exceed seven and one-half (7.5) consecutive hours including a thirty (30) minute duty free lunch. Related teacher responsibilities include occasional faculty meetings, parent-teacher conferences, open houses, and extracurricular activities. The work day schedule shall be determined by the Building Principal.

#### **8.4 Duty Free Lunch Period**

All teachers shall be entitled to a duty-free lunch period as required in Section 24-9 of The School Code.

#### **8.5 Compensation for Planning Period**

If a teacher agrees to give up his/her planning period on a 9 weeks basis or longer, the Board shall compensate that teacher at a rate, per class period, (1/7) equivalent to that teacher's salary per class period. Assignment to a supervised study period shall be considered a teaching period. The Board shall make an effort to provide all teachers with preparation time.

#### **8.6 School Calendar**

Prior to January 15, the Superintendent shall solicit Association input into a proposed calendar for the following school year. The Board shall have final discretion in adopting a calendar, or modifying the same.

### **ARTICLE 9 EVALUATION OF EMPLOYEES**

#### **9.1 Purposes of Evaluation**

Evaluations will be used with the intent of improving educational services to the students in the district.

#### **9.2 Evaluation Procedures**

- A. Within the first week of each school year, teachers that are to be evaluated during the school year shall be notified in writing. The written notice shall include a copy of the formal summative district/ performance evaluation instrument, and a summary of the procedures for professional development and remediation.
- B. Tenured teachers who receive either an "excellent" or "proficient" performance evaluation rating in his or her last evaluation shall receive a performance evaluation once every two years. The evaluation shall include two (2) observations, one of which must be formal.

Tenured teachers who receive a "needs improvement" or "unsatisfactory" performance evaluation rating in his or her last evaluation shall receive a performance evaluation the following school year. Teachers who receive a summative/performance rating of Unsatisfactory will be evaluated, upon

request, the next two (2) consecutive school terms years, not including remediation evaluations. The performance evaluation for unsatisfactory/needs improvement shall include three (3) observations, two (2) of which must be formal.

Non-tenured teachers shall receive a summative/performance evaluation each year. The summative/performance evaluation shall include three (3) observations, two (2) of which must be formal.

Teachers who do not receive their respective evaluation in the year they are due will automatically receive a Performance Evaluation rating of Proficient.

- C. Formal summative/performance evaluations of full-time certified/licensed employees shall be the result of formal and informal observations. Each formal observation shall be preceded by a pre-conference between the evaluator and the teacher. In advance of the conference the teacher shall submit a written lesson plan or evidence of planning for instruction. During the pre-conference, the teacher and evaluator shall discuss the lesson and establish a week in which the formal evaluation(s) are to be scheduled. The teacher and evaluator will collectively choose a date and time within that week for the formal evaluation(s) to occur.

If the formal observation is canceled by the teacher or evaluator, a rescheduling of the formal observation must again be determined by mutual agreement between the teacher and evaluator.

A formal observation shall involve one of the following: a classroom observation of 45 minutes, a classroom observation of a complete lesson or a classroom observation of an entire class period.

- D "Informal observation" means observations of a teacher, by a qualified evaluator that are not announced in advance of the observation and not subject to a minimum time requirement.
- E. A post-conference meeting between the teacher and evaluator to discuss the evidence collected during the formal observation will be held within five (5) working days of the formal observation. The evaluator will provide written (electronic or paper) feedback to the teacher.

Each teacher shall be given a copy of his/her formal summative district/performance evaluation within five (5) days of evaluation and a conference shall be held between the teacher and evaluator at that time.

In the event the teacher feels his/her formal summative district/performance evaluation was incomplete or inaccurate, he/she may put the objections in writing and have them attached to all copies of the evaluation report.

- F. Evaluations of full-time non-certified employees will be conducted annually by a certified evaluator.

### **9.3 Appropriate Dress**

When acting in an employee capacity or as a representative of the Gallatin County CUSD, employees are asked to dress in a way that presents themselves and the school district in a positive and appropriate manner. Administration will meet with employees on an individual basis as needed in an attempt to remedy violations of this item.

## **ARTICLE 10 EFFECT OF AGREEMENT/OR CONTRACT**

### **10.1 Savings Clause**

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provisions application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

### **10.2 No Strike Clause**

- A. During the term of the Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize any strike, or otherwise refuse to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.
- B. In the event of any violation or violations of any provisions of Section (1) of this Article, the Association shall, upon notice from the Board, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).

### **10.3 Board Authority**

- A. The Association recognizes that the Board of Education has the responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitution of the State of Illinois and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

- B. It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the school district and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised as to violate any of the specific provisions of the Agreement.

#### **10.4 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 and that the understanding and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, school district and the Association, for the life of this agreement, each voluntarily waives any right to negotiate or to bargain collectively over any matter during the term of this Agreement, except by mutual consent.

### **ARTICLE 11 EMPLOYEE COMPENSATION**

#### **11.1 Salaries**

- A. Salaries for full-time certified/licensed teachers shall be in accordance with the salary schedule which is attached to and part of this Agreement (Appendix A). Part-time employees shall receive a pro-rated salary based upon their placement on the salary schedule and number of hours worked per year.
- B. Salaries for non-certified teacher's aides shall be one-half of their experience step on the teacher salary schedule, bachelor's lane, up to step 16, or 17. Any non-certified employee covered who was beyond step 16 or 17 on the salary schedule during the 2006-2007 school year shall remain at that step on future salary schedules.
- C. Any non-certified teacher's aide covered by the teachers' contract who is beyond step 15 on the salary schedule during the 2006-2007 school year shall remain at that step on future salary schedules. Those non-certified employees who are on a salary schedule step that is below step 15 during the 2006-2007 school year shall be allowed to move up the salary schedule but may not go beyond step 15 on future salary schedules.
- D. A teacher must complete a district Continuing Education Approval Form and submit that form to the superintendent for approval no later than twelve (12) days prior to the first day of any such course that the employee intends to take and apply towards movement on the salary schedule. (Attachment: Continuing Education Approval Form)

The superintendent will either approve or deny the teacher's request on

the form and return the form to the teacher no later than seven (7) days after receiving the form. The Superintendent's decision will be based on his/her discretion that the course work will further the teacher's instructional or administrative knowledge and skill. If the decision is to deny, notification to the employee will be made only after consulting with the Union President.

Horizontal movement on the salary schedule is accomplished by having an official grade report or transcript from the university demonstrating successful completion of the course on file in the District's administrative office by September 1 of the school year in which the credit is to be claimed. If an official transcript is unavailable by September 1, an official grade sheet is acceptable; however, an official transcript will be provided to the district by December 30 of that calendar year.

## **11.2 Health Insurance Benefits**

Each insurance plan year, the Board shall contribute towards to the cost of premiums up to a maximum of \$6,300 for a full-time (7hour/day) teacher-licensed employee's participation in the District's health insurance plan. Full-time non-teacher-licensed employees hired before July 1, 2006, shall receive the same insurance benefit amount as full-time teacher-licensed employees. For non-teacher-licensed employees hired after July 1, 2006, the Board shall contribute towards the cost of participation in the District's health insurance plan an amount equal to the cost of the premium for individual coverage up to a maximum of \$5,000 each insurance plan year.

Part-time teacher-licensed and non-teacher-licensed employees shall receive pro-rated health insurance benefits based upon number of hours worked per year as follows:

	<u>Teacher-licensed</u>	<u>Non Teacher-Licensed</u>
A. 25% of a full-time schedule shall receive	\$1575	\$1250
B. 26-50% of a full-time schedule shall receive	\$3150	\$2500
C. 51-75% of a full-time schedule shall receive	\$4725	\$3750
D. 76% of a full-time schedule shall receive	\$6300	\$5000

The Board's contribution towards an employee's participation in the District's health insurance plan will be made directly to the health insurance plan on behalf of the employee. Where the cost of premium for an employee's health insurance election exceeds the maximum Board contribution stated above, the employee shall pay the difference between the total cost of the premium elected and the Board's contribution.

### **Health Insurance Eligible Opt-Out**

Employees who opt out of coverage under the District's health plan in its entirety may receive in cash an amount equal to what the Board's contribution would have been had the employee elected to participate in the District's health

insurance plan. In order to receive this amount in cash, an employee must demonstrate to the District's satisfaction that all of the following is true:

1. The employee must sign the District's waiver of coverage under the District's health plan for him/herself and all dependents of the employee (all individuals for whom the employee reasonable expects to claim a personal exemption deduction for the taxable year or years beginning or ending in or with the District's insurance plan year to which the opt-out arrangement applies); and

2. The employee must provide the District with reasonable evidence satisfactory to the District that the employee and all dependents of the employee are enrolled or will be enrolled in minimum essential health insurance coverage under another group health insurance plan (or not otherwise individual marketplace coverage), during the health insurance plan year. The District will consider the following as "reasonable evidence of minimum essential health insurance coverage:" the signed form provided by the District. Such reasonable evidence must be provided to the unit office bookkeeper by August 30 (prior to the beginning of the insurance plan year to which the opt-out applies).

Failure to provide such reasonable evidence of minimum essential health insurance coverage under another group health plan prior to the start of the plan year to which the opt-out applies will result in the employee not receiving the cash opt-out beginning with the first pay period for which the opt-out is payable, and for the remainder of that health insurance plan year. Further, if the District knows or has reason to know that an employee or the employee's dependent(s) does not have or will not have the other coverage specified, the employee will receive the cash opt-out for the remainder of the health insurance plan year. Determination of whether the other coverage meets the criteria set forth herein is at the sole discretion of the District. In making its determination, the district will base its decision on maintaining the Opt-Out described herein as an "Eligible Opt Out" arrangement under the Affordable Care Act an applicable official guidance.

If a change in status causes an employee who has previously opted out of coverage under the District's health plan for that insurance plan year to enroll in the District's health insurance plan mid-insurance plan year, the employee shall no longer receive the cash opt-out and the Board will begin contributing toward the District's health plan on behalf of the employee.

### **11.3 Life Insurance**

The Board agrees to pay, without cost to the employee, a \$10,000 life insurance policy.

### **11.4 Extra Duty**

- A. Athletic Contest Workers: Ticket sellers and takers, time keepers and scorers will be paid \$30.00 for each event. \$30.00 will be paid for supervision of pep bus trips.
- B. Senior trip sponsors: \$60.00 per day per sponsor / max. of four

sponsors; Junior and Senior sponsors: \$150.00 / max. of four sponsors per class.

3. Extended contracts will include the following: 20 extra days for special education coordinator and agriculture/FFA teacher; 10 extra days for H.S. guidance counselor and technology coordinator.
4. Band director stipend for any parade outside regular school hours will be equal to 1/180 (one one-hundred-eightieth) of band director's salary. Parades will be subject to administrator's approval.

#### **11.4.1 Athletic Director**

- A. The position of Athletic Director may, at the discretion of the School Board, be filled by an administrator, by a member of the bargaining unit, or by a non-certified person.
- B. In the event that the position of Athletic Director is filled by a member of the bargaining unit, the annual stipend shall be \$4,000.00.

#### **11.5 Pension**

The Board agrees to pay, without cost to the employee, the full teacher's contribution to the I.T.R.S. (not to exceed 11.5% for local and state funded salaries).

#### **11.6 Paychecks**

- A. Payroll dates shall be on the 5<sup>th</sup> and 20<sup>th</sup>.
- B. Each teacher shall have a choice of receiving his/her salary over a 9 month or 12 month period, but must sign a statement of choice that will be in effect for the annual pay period.
- C. Teachers with ½ year experience will be given ½ increment at beginning of each school year.

#### **11.7 Personal Vehicle Use**

The Board shall pay mileage at the current federal standard mileage rate for school related travel provided such is given prior approval by the Superintendent.

#### **11.8 Master Teacher Stipend**

Any teacher who holds an Illinois Master Teacher Certificate shall receive an annual stipend of \$1000.00. Payment will be made with the June 20<sup>th</sup> payroll.

### **11.9 Half-Credit**

Any new teacher employed for the 2009-2010 school year or beyond shall receive one-half year credit on the salary schedule for each year's previous service as a teacher's aide in Gallatin County Unit 7.

### **11.10 Extracurricular Schedule (attached)**

### **11.11 Duration**

This Agreement shall be in effect the first day of the 2018-2019 school year and shall continue in effect until the first day of the 2020-2021 school year.

## 11.10 EXTRACURRICULAR ACTIVITY COMPENSATION SCALE

### HS BASKETBALL VARSITY COACH

YRS	
1	\$3,385
5	\$4,400
10	\$5,415
15	\$6,430

### HS BASEBALL & SOFTBALL COACH

YRS	
1	\$1,660
5	\$1,830
10	\$2,000
15	\$2,170

### HS VARSITY VOLLEYBALL COACH

YRS	
1	\$2,030
5	\$2,435
10	\$2,840
15	\$3,245

### HS JV BASKETBALL; JH VARSITY BASKETBALL; FRESHMAN BASKETBALL

YRS	
1	\$2,370
5	\$2,775
10	\$3,180
15	\$3,585

### HS JV VOLLEYBALL; JH VARSITY VOLLEYBALL; ASST HS BASEBALL & SOFTBALL; JH BASEBALL & SOFTBALL; GOLF; HS & JH CROSS COUNTRY

YRS	
1	\$1,085
5	\$1,220
10	\$1,355
15	\$1,490

### JH JV BASKETBALL COACH

YRS	
1	\$1,360
5	\$1,560
10	\$1,760
15	\$1,960

### HS FFA, HS & JH SCHOLAR BOWL; PLAY SPONSOR (2); CHEERLEADER SPONSORS; FCCLA, WYSE (2)

YRS	
1	\$1,625
5	\$2,170
10	\$2,715
15	\$3,260

### HS STUDENT COUNCIL; JH STUDENT COUNCIL; FIFTH GRADE BASKETBALL

YRS	
1	\$660
5	\$880
10	\$1,100
15	\$1,320

### HS YEARBOOK SPONSOR

YRS	
1	\$1,000
5	\$1,350
10	\$1,700
15	\$2,050

### JH FFA; BETA CLUB; FBLA.; ART CLUB, SPANISH CLUB; JH BOOK CLUB

YRS	
1	\$400
5	\$550
10	\$700
15	\$850

**2018 - 2019 Teacher's Salary Scale**

Base 32575  
 Increase 2.50%

Year	BS	BS+16	MS	MS+16
1	32575.00	33615.00	34655.00	35695.00
2	33389.38	34455.38	35521.38	36587.38
3	33973.69	35058.34	36143.00	37227.65
4	34483.29	35584.22	36685.14	37786.07
5	35086.75	36206.94	37327.13	38447.33
6	35086.75	36206.94	37327.13	38447.33
7	35840.73	36960.92	38081.11	39201.30
8	36745.50	37865.69	38985.88	40106.07
9	37650.27	38770.46	39890.65	41010.84
10	38555.04	39675.23	40795.42	41915.61
11	39459.81	40580.00	41700.19	42820.38
12	40364.58	41484.77	42604.96	43725.15
13	41269.34	42389.54	43509.73	44629.92
14	42174.11	43294.31	44414.50	45534.69
15	43078.88	44199.08	45319.27	46439.46
16	43983.65	45103.84	46224.04	47344.23
17	44888.42	46008.61	47128.81	48249.00
18	45793.19	46913.38	48033.58	49153.77
19	46697.96	47818.15	48938.34	50058.54
20	47602.73	48722.92	49843.11	50963.31
21	48507.50	49627.69	50747.88	51868.08
22	49412.27	50532.46	51652.65	52772.84
23	50317.04	51437.23	52557.42	53677.61
24	51221.81	52342.00	53462.19	54582.38
25	52126.58	53246.77	54366.96	55487.15
26	53031.35	54151.54	55271.73	56391.92
27	53936.12	55056.31	56176.50	57296.69
28	54840.89	55961.08	57081.27	58201.46
29	55745.66	56865.85	57986.04	59106.23
30	56650.43	57770.62	58890.81	60011.00
31	57555.20	58675.39	59795.58	60915.77
32	0.00	59580.16	60700.35	61820.54
33	0.00	60484.93	61605.12	62725.31
34	0.00	0.00	62509.89	63630.08
35	0.00	0.00	63414.66	64534.85
36	0.00	0.00	0.00	65439.62
37	0.00	0.00	0.00	66344.39

Substitute > 10 days  
 180.9722:

**2019 - 2020 Teacher's Salary Scale**

Base 32575  
 Increase 3.00%

Year	BS	BS+16	MS	MS+16
1	32575.00	33615.00	34655.00	35695.00
2	33552.25	34623.45	35694.65	36765.85
3	34391.06	35489.04	36587.02	37685.00
4	34992.90	36110.09	37227.29	38344.48
5	35517.79	36651.75	37785.70	38919.65
6	36139.35	37293.15	38446.95	39600.74
7	36139.35	37293.15	38446.95	39600.74
8	36915.95	38069.75	39223.54	40377.34
9	37847.86	39001.66	40155.45	41309.25
10	38779.77	39933.57	41087.37	42241.16
11	39711.69	40865.48	42019.28	43173.08
12	40643.60	41797.40	42951.19	44104.99
13	41575.51	42729.31	43883.11	45036.90
14	42507.43	43661.22	44815.02	45968.82
15	43439.34	44593.13	45746.93	46900.73
16	44371.25	45525.05	46678.84	47832.64
17	45303.16	46456.96	47610.76	48764.55
18	46235.08	47388.87	48542.67	49696.47
19	47166.99	48320.79	49474.58	50628.38
20	48098.90	49252.70	50406.50	51560.29
21	49030.81	50184.61	51338.41	52492.20
22	49962.73	51116.52	52270.32	53424.12
23	50894.64	52048.44	53202.23	54356.03
24	51826.55	52980.35	54134.15	55287.94
25	52758.47	53912.26	55066.06	56219.86
26	53690.38	54844.17	55997.97	57151.77
27	54622.29	55776.09	56929.88	58083.68
28	55554.20	56708.00	57861.80	59015.59
29	56486.12	57639.91	58793.71	59947.51
30	57418.03	58571.83	59725.62	60879.42
31	58349.94	59503.74	60657.54	61811.33
32	59281.85	60435.65	61589.45	62743.24
33	0.00	61367.56	62521.36	63675.16
34	0.00	62299.48	63453.27	64607.07
35	0.00	0.00	64385.19	65538.98
36	0.00	0.00	65317.10	66470.90
37	0.00	0.00	0.00	67402.81
38	0.00	0.00	0.00	68334.72

Substitute > 10 days  
 180.9722:

2020 - 2021 Teacher's Salary Scale

Base 32575  
 Increase 3.00%

Year	BS	BS+16	MS	MS+16
1	32575.00	33615.00	34655.00	35695.00
2	33552.25	34623.45	35694.65	36765.85
3	34558.82	35662.15	36765.49	37868.83
4	35422.79	36553.71	37684.63	38815.55
5	36042.69	37193.40	38344.11	39494.82
6	36583.33	37751.30	38919.27	40087.24
7	37223.54	38411.95	39600.36	40788.77
8	37223.54	38411.95	39600.36	40788.77
9	38023.43	39211.84	40400.25	41588.66
10	38983.30	40171.71	41360.12	42548.53
11	39943.17	41131.58	42319.99	43508.40
12	40903.04	42091.45	43279.86	44468.27
13	41862.91	43051.32	44239.73	45428.14
14	42822.78	44011.19	45199.60	46388.01
15	43782.65	44971.06	46159.47	47347.88
16	44742.52	45930.93	47119.34	48307.75
17	45702.39	46890.80	48079.21	49267.62
18	46662.26	47850.67	49039.08	50227.49
19	47622.13	48810.54	49998.95	51187.36
20	48582.00	49770.41	50958.82	52147.23
21	49541.87	50730.28	51918.69	53107.10
22	50501.74	51690.15	52878.56	54066.97
23	51461.61	52650.02	53838.43	55026.84
24	52421.48	53609.89	54798.30	55986.71
25	53381.35	54569.76	55758.17	56946.58
26	54341.22	55529.63	56718.04	57906.45
27	55301.09	56489.50	57677.91	58866.32
28	56260.96	57449.37	58637.78	59826.19
29	57220.83	58409.24	59597.65	60786.06
30	58180.70	59369.11	60557.52	61745.93
31	59140.57	60328.98	61517.39	62705.80
32	60100.44	61288.85	62477.26	63665.67
33	61060.31	62248.72	63437.13	64625.54
34	0.00	63208.59	64397.00	65585.41
35	0.00	64168.46	65356.87	66545.28
36	0.00	0.00	66316.74	67505.15
37	0.00	0.00	67276.61	68465.02
38	0.00	0.00	0.00	69424.89
39	0.00	0.00	0.00	70384.76

Substitute > 10 days  
 180.9722:

REQUEST FOR APPROVAL OF CONTINUING EDUCATION FOR CREDIT ON  
SALARY SCHEDULE

Employee \_\_\_\_\_

Date Submitted \_\_\_\_\_

Before credit on the salary schedule will be granted, this form must be completed and have prior approval of the Superintendent before enrolling in a course. Upon completion of your course, an official updated transcript must be forwarded to the Superintendent's office by the university.

Course Name	Course No	No. of Semester Hrs. Credit	In teaching Yes	field? No

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Your Signature

\_\_\_\_\_ APPROVED  
\_\_\_\_\_ DISAPPROVED

\_\_\_\_\_  
Superintendent