

2020-2021
2021-2022
2022-2023
2023-2024
2024-2025

AGREEMENT BETWEEN
BOARD OF EDUCATION
RACCOON CONSOLIDATED SCHOOL DISTRICT C-1
AND
RACCOON EDUCATION ASSOCIATION / I.E.A. / N.E.A.
RACCOON CONSOLIDATED SCHOOL DISTRICT C-1

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ARTICLE I

RECOGNITION

A. The Board of Education of Raccoon School District C-1, Marion County, Centralia, Illinois, hereinafter referred to as the "Board", recognizes the Raccoon Education Association, I.E.A./N.E.A., hereinafter referred to as the "Association", as the sole negotiation agent for all regularly employed certificated personnel, hereinafter referred to as "Teachers", except the Superintendent of Schools and any other administrative personnel who may be employed during the life of this Agreement and who would have the authority to hire, transfer, assign, promote, discharge, discipline, evaluate or process grievances of other employees or would have the responsibility to make recommendations thereon.

B. The Board agrees not to negotiate with any other Teachers' organizations purporting to represent employees defined in "A" above as in the Association bargaining unit or with individual employees within the bargaining unit with regard to negotiable items, unless otherwise provided for in this Agreement or unless mutually agreed to by parties during the term of this Agreement; provided, it is understood that the Board and the Administration retain their right to discuss with individual employees in the district matters relating to the educational program which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement.

C. The parties agree that the provisions of this Agreement shall be subject to a grievance procedure hereinafter set forth.

D. The parties shall commence bargaining for a successor agreement on or before March 15th and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

A. The Board agrees that teachers shall have the right to organize, join, and assist the Association and to participate in professional negotiations through representatives as provided by law.

B. There shall be one official personnel file for each teacher. A teacher shall have the right to inspect his/her file at any time not inconsistent with the performance of his/her duties, or inconsistent with regular business hours. Such inspection shall take place only in the presence of an administrator or administrative designee. The file shall contain all records pertaining to the teacher.

C. No material reflecting adversely upon a teacher's conduct, service or character originated by an administrator, supervisor, teacher or parent shall be placed in a teachers' file unless the

teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by signing and dating the file copy. The signature is merely to serve as acknowledgement that he/she has read the material and does not necessarily constitute agreement with the contents. The teacher shall have the right to answer in writing and his/her answer will be attached to the file copy. The teacher must respond within thirty (30) days of becoming knowledgeable of the material.

D. The Board shall not discriminate against any teacher by reason of his/her membership in the Association or his/her participation in legitimate activities of the Association, nor shall the Board discriminate against a teacher for his/her institution of any grievance of items specified in this Agreement.

E. The Board and Association mutually agree to bargain collectively in good faith on matters of policy directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

F. The issuance of Teacher Agreement shall be consistent with the laws of the State of Illinois. If negotiations are still in progress at the time of the Agreement issuance, the Agreement shall have a clause indicating that the Agreement provisions issued while negotiations are in progress shall be revised to conform with the newly negotiated and ratified Agreement.

G. When any teacher is required to appear before the Board or the administrator for a discussion concerning the continuation of that tenured teacher in his/her position of employment as such, the teacher shall be given at least fifteen (15) days prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting if the teacher so desires. At the option of the teacher, this meeting may be postponed up to fourteen (14) days until a time that is mutually convenient for the teacher, the Association representative, and the Board or administrator. This clause shall not apply to conferences held between administrators and teachers pursuant to the normal, routine evaluation procedures of the district.

H. Rules and regulations governing teacher conduct shall be in line with common practice and shall be uniform and consistent. If charged with a violation of established rules and regulations, teachers have the right to a written explanation of the charge(s) and the right to defend their actions(s). A staff member may submit an explanation or other written statement regarding any incident and/or action(s).

I. The Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business on school property at all reasonable times provided that such business does not interfere with or interrupt normal school operations. Three days prior to the meeting date, a written notice will be given to the Superintendent.

J. The Board or its designee may invite the Association to submit its views with respect to any changes in Board's policies or procedures, including educational policies prior to effecting such changes and may consider such views in formulating its decisions.

K. The Association and the Board recognize the importance of communication in maintaining good relationships and agree to meet at the request of either party for the purpose of discussion. These meetings shall be held with reasonable written notice stating the item or items to be discussed at such meetings.

The Board shall notify the Association of the three (3) members chosen to attend such meetings and will notify the Association's representative(s) in writing of their selection.

The Association will designate not more than three (3) representatives to attend said meetings and will notify the Board's representative(s) in writing of their selection.

L. The Board shall place on the agenda of each regular Board meeting an item labeled "R.E.A." for consideration of any matters that the Association deems helpful or informational to the Board.

M. The President of the Association or the President's designee shall be given written notice of all regular meetings of the Board together with a copy of the agenda or written or oral statement of purpose of each special meeting at least twenty-four (24) hours prior to the scheduled time of the meeting. This shall be the responsibility of the Superintendent.

N. One (1) copy of all Board minutes and the monthly financial statements shall be mailed to an address designated by the President of the Association during the months of June, July and August and shall be placed in the mailbox of the president of the Association during the months of January, February, March, April, May, September, October, November and December as soon as they have been prepared but not later than thirty (30) days after the meeting. This shall be the responsibility of the Superintendent.

O. The Board may consult with the Association on any fiscal, budgetary or tax programs, construction programs, considered or proposed annexation, consolidation or revision of education policy. The Association may be given the opportunity to consult with respect to these matters prior to adoption.

P. The Board agrees to furnish to the Association the annual budget and the annual financial report of the district and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of bargaining unit members together with other information which may be necessary for the Association to progress any grievance or complaint. In any case, this material shall be provided as requested.

Q. Names and addresses of newly hired teachers shall be provided to the Association within ten (10) days after their employment.

R. The Association will be granted, without loss of pay, a maximum of four (4) days per year by the Board to be used for local, state or national conferences. The Association will pay for substitutes, if one is provided. Requests for Association leave will be submitted in writing, to the Superintendent, at least ten (10) days before the teacher is to be off.

S. When the search for a new superintendent begins, the Board shall consider the opinion of the R.E.A. of the best qualities that the superintendent should possess. The opinion shall be submitted in writing to the Board Secretary.

T. Teachers hired with previous public or private teaching experience may be granted full credit for all prior years of teaching experience, subject to board approval. Minimally, teachers will be granted up to seven years for creditable public or private school teaching experience.

ARTICLE III

WORKING CONDITIONS

A. The Board of Education shall establish a school calendar not to exceed 188 days of which 176 will be student attendance days, four (4) days will be classified as institute days, and eight (8) emergency days are provided in the event of bad weather or building conditions which would necessitate closing school.

The Board agrees any days of the original calendar not required to meet the minimum number of student attendance days as required by the State shall be considered emergency days. The closing day of the school year will be moved according to the number of unused emergency days.

The Board reserves the right to set the calendar; the Association will make suggestions, in writing, to the Superintendent.

During the life of this contract, if the state should increase the required days of school attendance the teacher salary from the salary schedule shall be increased proportionally by the days increased to the calendar.

The purpose of "docking" of pay, the docking formula will be one (1) over the number of required calendar days x the annual salary.

B. The teachers' work day shall begin at 8:00 A.M. The teachers shall be required to be in the building and available until 3:20 P.M. unless, in their professional judgment, they need to stay until a later time to accomplish their work or unless the Superintendent calls a meeting which would last past the 3:20 P.M. time and end no later than 4:00 P.M. not to exceed 5 times per school year.

Teachers may use as preparation time all time during which their classes are receiving instruction from teaching specialists or when the homeroom class is assigned to another teacher. In no case shall this be less than thirty-five (35) minutes per day.

C. Each teacher shall be given the opportunity to submit requisitions of instructional supplies such as textbooks and workbooks for the following school term. These requisitions are to be

submitted no later than May 1 of the current school year. The teacher shall be informed on the requisitions as to the disposition of such requests by the end of the school term.

D. Should the regularly assigned teacher be unable to meet his/her class, the district will make every effort to secure a qualified substitute. In the event that this is not possible, the Superintendent will assign teachers to teach and supervise the class. Any teacher assigned to teach and/or supervise another teacher's class shall be compensated at the current substitute pay rate in addition to their regular pay. The substitute pay shall be prorated to the amount of time spent with additional students.

E. If an assembly takes all or part of a planning period, the teacher assigned the class for that period of time will assume the supervision duties.

F. The Board's designee shall prepare a seniority list in accordance with state law. A copy of which shall be delivered to the President of the Association. Such a list is open to inspection by any staff member or member of the general school public.

G. Reassignment of a teacher shall be made in writing by May 1. This does not apply should an emergency arise that would force a reassignment such as lack of funds, a teacher moving during the summer months, etc. If reassignment must be made after orders have been placed, the teacher reassigned may place a supplemental order for supplies with the approval of the Superintendent.

In the event changes in such assignments are proposed, the teacher affected shall be notified, in writing, and consulted. Consulted will be defined as a meeting between the teacher and the Superintendent. Such decisions will be in the best interest of the school district.

Current staff shall be considered for all open teaching positions. Any vacant teaching position in the building shall be posted no less than 3 days to allow current teachers to request the position. No advertising outside the current staff or formal or informal discussion with outside or current staff may take place until after the 3 day posting period has elapsed. The posting shall apply to the original position and any subsequent open positions related to the posting.

H. All teachers shall be paid on the 20th of each month. In the event the 20th falls on a weekend or a holiday, payroll will be distributed on the last work day prior to the 20th. When checks are to be mailed, they will be placed in the mail one (1) day prior to the scheduled pay date.

I. Playground lunch duty will be scheduled on a rotating basis, provided no faculty member has less than 30 minutes duty-free lunch.

J. The Board agrees to provide at least one (1) photocopy machine and one (1) Risograph or comparable machine (one to handle heavier paper and large quantities) for duplicating instructional materials.

K. The teachers shall be provided with procedures to be followed in the absence or unavailability of the Superintendent and/or Principal. This would include the chain of command as approved by the board of education.

L. Insurance, annuity, or cash (cafeteria plan).

The Board of Education will pay current teaching staff, as of April 1, 2020 a stipend of \$575 per month. Teachers hired after April 1, 2020 will not be offered a stipend and the Board will NO longer offer a health insurance package.

If a future new hire makes a request to the Association for board-subsidized insurance, or if a current employee who has experienced a catastrophic life-changing event (i.e. chronic illness, divorce, etc.) cannot obtain an insurance plan, the Association and the Board of Education may draft a Memorandum of Understanding to institute health insurance for the employee (s) at a cost to the district not to exceed the current stipend amount listed in the contract. District insurance will not be made available to any teacher whose spouse's employer has made family insurance available.

M. Any teacher doing recess duty, lunch duty, or detention during the teacher's regular lunch hour shall be compensated. Teachers shall be compensated at the current substitute pay rate in addition to their regular pay. The substitute pay shall be prorated to the amount of time spent with additional duties.

N. Teachers who possess NBPTS certification shall receive \$1,000 upon NBPTS completion of certification. Credit approval for candidacy and certification shall be applied per contract language.

O. Response to Intervention: The Board agrees to involve the Association in the development of any plans submitted to the state or implement in the District.

P. Comp Time

Comp time may be given or denied at the discretion of the administration. The usage and granting of comp time must be pre-approved by the administration.

- Teachers may request comp time in hourly increments.
- Comp time must be beyond the scope of the regular workday and instructional duties.
- All comp time may be used within the school term it was earned, or it may be converted into sick or personal days at the conclusion of the school year.
- If comp time is not used, it will be paid out at \$48.75 per day (day equal to 7.5 hours). Any remaining hours shall be pro-rated.

ARTICLE IV

PROFESSIONAL GROWTH

Teachers who earn credit in graduate courses, as approved by the Superintendent, shall be advanced horizontally on the salary schedule provided the following requirements have been met:

- A. The teacher shall present a request for course subject or entire degree program to the Superintendent in advance of registering for the course or enrolling in the graduate degree program.
- B. When a request for course subject approval is submitted to the Superintendent, said request shall be granted or rejected within twenty (20) days of its submission. If the request is rejected, the Superintendent shall notify the teacher in writing of the reasons for the rejection.
- C. Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement.

All hours must be earned from an accredited institution of higher learning.

Satisfactory completion (a grade of an A or B or "pass" if the course is taken on a pass/fail basis) of a course must be demonstrated by either grade card or other writing bearing the course instructor's signature submitted to the Superintendent by September 1.

An official transcript from the institution demonstrating successful completion must be on file in the District's administrative office as soon as it becomes available.

- D. A teacher shall be advanced at the appropriate earned step on the salary schedule only at the beginning of the academic year.
- E. Payment for professional growth shall not be retroactive. This contractual item is applicable for courses taken after August 20, 1998.

If the Board requires a teacher to obtain an additional endorsement, the Board shall pay the full tuition, books and fees for such endorsement

Payment for Graduate Hours

The Board will pay up to:

One Hundred Fifty Dollars (\$150.00) during the school year per semester hour completed with a satisfactory grade. The Board will pay for up to nine (9) semester hours per year of approved course work taken and completed. The Board shall only pay up to fifty-five semester hours of approved class work during the employment of a teacher in the Raccoon Consolidated School District.

Required Professional Growth - Effective Beginning the 1999-2000 School Year

Teachers who do not possess an approved master's degree and have reached the maximum vertical step in a salary column and have been on that step for a least two (2) years must earn at least three (3) semester hours of approved graduate hours the following year in order to receive any subsequent salary increase. After the three (3) semester hour requirement is met, teachers must earn at least three (3) semester hours every two (2) years to qualify for further salary increases.

Teachers who currently possess a master's degree and have reached the maximum vertical step in a salary column and have been on that step for at least two (2) years must earn at least three (3) semester hours of approved graduate hours every three (3) years in order to receive any subsequent salary increase.

The salary of any teacher not meeting the professional growth requirement shall remain at its current level and the teacher shall not receive any vertical increment or salary schedule raise normally given until the professional growth requirement has been met by the teacher. Teachers at the maximum vertical and horizontal step of the salary schedule are exempt from the professional growth requirement.

ARTICLE V

REDUCTION IN PERSONNEL

When the Board of Education determines that a reduction in the number of teachers to be employed in the District is necessary, such reductions and recall rights shall be made in compliance with Article 24-12 of the Illinois School Code (105 ILCS 5/24/12).

ARTICLE VI

PUPIL DISCIPLINE

A. The parties agree that the teachers have the primary responsibility for the maintenance of a productive learning environment within their classroom. To this end, teachers are responsible for the management of classroom behavior so as to help insure that productive learning environment is maintained. The building administrator shall assist in matters of pupil discipline when called upon by a teacher or when, in the judgment of the administrator, such assistance is needed.

B. The teacher may temporarily exclude a pupil from class into a "time-out" area, which is in full view of the teacher at all times, when, in the opinion of the teacher, the pupil's behavior is counter productive to the maintenance of the productive learning environment. Such a "time-

out” period may not exceed fifteen (15) minutes. The teacher may, at his/her discretion, readmit the pupil before that time if he/she feels that the pupil’s behavior has improved significantly.

C. In the event that the use of normal discussion and the use of the “time-out” period fail to bring about the desirable pupil behavior or when an action is gross or persistent, a teacher may exclude a pupil from the classroom and that pupil shall be sent to the building administrative office and the problem shall be referred for solution to the Superintendent or his/her designee. The teacher shall be notified of the disposition of the problem by the administration. As soon as it is practical, but on the day of the occurrence of the infraction, a written statement detailing the incident/offense shall be prepared by the teacher and delivered to the Superintendent. The disposition of such statements shall be in the student’s temporary discipline file, unless otherwise directed by the administration, with notification to the teacher.

D. Nothing contained in this article shall be construed as rescinding the obligation of the teacher to exercise the maturity, restraint, patience and judgment, which is normally required in the guidance and training of young people.

E. In order that there be a concerted and consistent effort to insure pupil behavior conducive to a productive classroom environment, the Superintendent and the staff will work together to develop a plan of action designed to reduce pupil problems. This discipline plan shall be completed no later than the end of September. The Board and the administration shall inform all of the pupils of the expected student behavior as soon as the plan is implemented.

ARTICLE VII

LEAVES

A. SICK LEAVE

<u>Service in District</u>	<u>Sick Leave</u>
0 - 4 years	12 days
5 – up years	14 days

At retirement any unused sick days not eligible for TRS retirement purposes shall be compensated at a rate of \$48.75 a day.

In addition, the Board reserves the right to approve additional sick leave on a case-to-case basis.

The granting or non-granting of additional sick leave shall not be subject to grievance or arbitration.

Sick leave shall be interpreted to mean illness, quarantine at home, disability as determined by a personal physician and a Board appointed physician (to be paid for by the Board), and illness or

death of a member of the immediate family. Immediate family is defined as: (step) mother, (step) father, brother, sister, grandmother, grandfather, spouse, children, including step-children, and foster children, mother-in-law or father-in-law, spouse's grandparents, legal guardian, grandchildren, brother-in-law and sister-in-law.

In the event that a teacher's employment is terminated during the school term and sick leave days have been taken over the above prorated allowable days, an appropriate reduction shall be made in salary due a teacher. For purposes of application of this clause, allowable sick days per month shall be prorated as the total amount of sick days allowed per school term divided by ten (10). Salary will be computed on a basis of teacher responsibility days as defined in the Appendix.

The Board may require the presentation of a physician's certificate as a basis for pay during sick leave after an absence of three (3) consecutive days for personal illness.

All certified personnel employed on a part-time basis are entitled to sick leave prorated by the percentage of time worked and the beginning date of their employment. Employment commencing prior to the 15th day of the month shall count as a full month.

B. PERSONAL LEAVE

Two (2) days of personal leave shall be granted to all full-time non-tenure teachers. Three (3) days of personal leave shall be granted to all other teachers except those on a part-time basis. Part-time teachers with six (6) or more years of services shall be granted three (3) personal days. Personal leave for part-time people shall be prorated. No more than two (2) teachers on any given day will be granted personal leave.

Unused personal leave days may be cashed in at the conclusion of any school year at the prevailing substitute pay. Unused personal days may, at the teacher's discretion, be converted to sick leave, or accumulated to the maximum of five (5) days.

The Board shall grant any professional employee personal leave for any reason provided notification is made at least five (5) school days in advance of the day of the leave and provided that the required date of the leave is not during the two first weeks of school, the last two weeks of school, not the day immediately preceding or immediately following a school holiday. Raccoon School may grant, at the discretion of the Superintendent, personal leave to a professional employee on any day.

C. MATERNITY LEAVE

A teacher who is pregnant and desires a maternity leave shall notify the Superintendent, in writing, when her pregnancy is confirmed. As soon as practical, a meeting shall be arranged with the Superintendent and the requesting teacher to determine a mutually agreeable plan for leave.

Maternity leaves are subdivided into two (2) separate type leaves, including:

1. Pregnancy Related Disability Leaves

Teachers may use accumulated sick leave during the period of pregnancy related disability.

2. Child Care Leave

Immediately following the period of pregnancy related disability, teachers may request a child care leave with the following provisions:

- a. The leave shall be for a maximum of the balance of the current school term and one additional term, if so requested, and shall be without pay or Board paid fringe benefits.
- b. Child care leaves shall be available to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies, in writing, to the Superintendent not less than fourteen (14) days prior to the requested leave.

On or before March 1 of the year the leave is in effect, the teacher shall give written notice of intent to return the following school term. Notice shall be sent to the Superintendent. In the event a teacher fails to notify the Superintendent, a resignation shall become automatic. In the event a teacher on leave desires to end the leave earlier than originally anticipated, he/she may contact the Superintendent, in writing, as to his/her request. If the position the teacher left is open, the teacher may return to that position. If the position the teacher left is filled or discontinued, the teacher shall be placed in an available position within the teacher's area of certification as soon as possible.

D. JURY LEAVE

The Board desires that teachers shall suffer no loss in salary due to the performance of jury duty. Any teachers performing jury duty shall continue to receive pay equal to the difference between their jury duty pay and their normal District salary.

E. GENERAL LEAVE

The Board may grant leaves of absence to tenured teachers for other purposes which it deems to be of benefit to the District. Such leaves ordinarily will be without pay, will not exceed the balance of the current school year and shall be subject to the provisions covering such leaves in Board policy. If one additional year is requested, the Board will consider the request.

F. PROFESSIONAL LEAVE

Professional Leave may be granted, at the discretion of the Superintendent, for attendance at professional meetings, workshops and seminars designed to enhance the teacher's occupational skills. Requests to attend such events will be submitted to the Superintendent, in writing, at least fourteen (14) days prior to the event. Attendance must be approved by the Superintendent.

Teachers attending such professional meetings will be reimbursed at normal District rates for mileage, for registration fees and for meals associated with the event. In cases where it is necessary to stay overnight, the Board will reimburse the teacher for the total hotel or motel expenses.

Teachers who are candidates for NBPTS may use up to two additional days professional leave to complete the NBPTS requirements. Requests for such leave shall be submitted to the Superintendent in writing at least five days in advance of the days requested.

G. SICK LEAVE DONATION

In the event a teacher exhausts his/her sick leave due to serious illness, accident, or other unusual circumstances, teachers may donate one unused sick leave day to that teacher per occurrence.

H. NOTICE OF INTENT TO RETURN

Any leave (in any category) granted for the second semester or for a full school year shall be given under the following stipulations. On or before March 1st of the year the leave is in effect, the teacher shall give written notice of intent to return the following school term. Notice shall be given to the Superintendent. In the event a teacher fails to notify the Superintendent, a resignation shall become automatic.

I. ATTENDANCE BONUS

If a full-time teacher uses no sick days during the school year, he/she will be awarded a bonus of \$600 (six hundred dollars) payable the last pay period in June. If a full-time teacher uses one (1) sick day during the school year, he/she will be awarded a bonus of \$300 (three hundred dollars) payable the last pay period in June. If a full-time teacher uses two (2) sick days during the school year, he/she will be awarded a bonus of \$100 (one hundred dollars) payable the last pay period in June. Any teacher who uses no sick leave and no personal leave during the course of the school year will be awarded an additional \$100 (one hundred dollars) payable the last pay period in June. All other leave days shall not count against the attendance bonus. If any attendance bonus is in excess of any cap established by TRS or any other authoritative agency, the overage shall be paid on or before September 30 of that year unless declared illegal by imposed regulations of said agencies.

ARTICLE VIII

EVALUATION OF STAFF

The Administration shall maintain, in cooperation with the Association, a state-approved performance evaluation plan for teachers in contractual, continued service. Procedural aspects shall be cooperatively developed and agreed upon. Standards of Performance will be shared with the Association's representatives in order to ensure understanding. A committee of representatives from both parties shall be convened on an as needed basis to review and to reach agreement on procedural changes and to receive information from the administration regarding changes in the Standards of Performance.

Teachers shall be evaluated on the negotiated evaluation instrument according to the district evaluation plan and negotiated procedures. The use of maternity leave, approved personal days, and/or military leave shall not be counted against attendance on the teacher's evaluation. Sick leave may be used as a part of a teacher's evaluation after the point in which the district requests a doctor's excuse for verification and none is presented.

Teachers shall be evaluated only by qualified Raccoon Consolidated District No. 1 Administration (i.e. Acting superintendent or principal, full or part-time). Qualified administrators shall have successfully passed the State-Approved assessments specific to the evaluation of teachers in all its components and subsequent renewals.

Unsatisfactory Evaluation Rating Appeal Procedure will be followed as prescribed by state law.

ARTICLE IX

NOTICE OF INTENT TO RETIRE AND ADDITIONAL COMPENSATION

A. INTENT

A teacher may give the Board notice of resignation with the intent to retire up to four years in advance of his/her actual retirement school year. Said notice shall be delivered to the superintendent in writing, be addressed to the Board, shall be irrevocable, except as the Board permits in writing, and shall be delivered to the Superintendent no later than March 1 of the:

fourth school year of work before retirement,
third school year of work before retirement,
second school year of work before retirement or
final school year of work,

at the end of which the employee will retire.

In exchange for said notice, and irrespective of what the salary schedule or any other provision of this contract states, and subject to the limitations of paragraphs D and E, the Board will apply the following options:

1. FOUR YEAR NOTICE:

The teacher's salary shall be adjusted so that the teacher shall receive in the current school year and each of the other three remaining years of employment an increase of 6.0% percent over the total creditable earnings the teacher received in the prior school year.

2. THREE YEAR NOTICE

The teacher's salary shall be adjusted so that the teacher shall receive in the current school year and each of the other two remaining years of employment an increase of 6.0% percent over the total creditable earnings the teacher received in the prior school year.

3. TWO YEAR NOTICE.

The teacher's salary shall be adjusted so that the teacher shall receive in the current school year and the one remaining school year of employment an increase of 6.0% over the total creditable earnings the teacher received in the prior school year. In addition, the teacher shall receive the additional compensation specified in paragraph C.

4. ONE YEAR NOTICE.

The teacher's salary shall be adjusted so that the teacher shall receive in the current school year an increase of 6.0% over the total creditable earnings the teacher received in the prior school year. In addition, the teacher shall receive the additional compensation specified in paragraph C.

EXAMPLE for four-year notice.

Teacher AB determines she will retire at the end of the 2012-2013 school year. Accordingly, no later than March 1, 2009, AB gives the superintendent her written irrevocable notice of retirement, addressed to the Board, stating her intent to retire at the end of the 2012-2013 school year. AB is in the MS column and received a salary in 2009-2010 of \$54,174. The salary was AB's only creditable earnings for 2010-2011.

AB's 2005-2006 salary is adjusted beginning in 2005-2006 based upon her total creditable earnings in 2004-2005 as follows:

Year	Creditable Earnings	Percent Increase
2010-2011	\$54,174	
2011-2012	<u>\$57,424</u>	6.0%
2012-2013	<u>\$60,870</u>	6.0%
2013-2014	<u>\$64,522</u>	6.0%
2014-2015	<u>\$68,393</u>	6.0%

EXAMPLE for three-year notice.

During the 2010-2011 school year Teacher CD determines he will retire at the end of the 2013-2014 school year. Accordingly, no later than March 1, 2010, CD gives the superintendent his written irrevocable notice of retirement, addressed to the Board, stating his intent to retire at the end of the 2013-2014 school year. CD is in the MS column, and received a salary in 2010-2011 of \$57,291. The salary was CD's only creditable earnings for 2010-2011.

CD's 2010-2011 salary is adjusted beginning in 2011-2012 based upon his total creditable earnings in 2010-2011 as follows:

Year	Creditable Earnings	Percent Increase
2010-2011	\$54,174	
2011-2012	\$57,424	6.0%
2012-2013	\$60,870	6.0%
2013-2014	\$64,522	6.0%

B. DEFINITION

“Total creditable earnings” means all compensation received by the teacher from the Board, which is recognized by TRS as “creditable earnings” such as salary and supplemental duty pay (Appendix B).

C. ADDITIONAL PAYMENT FOR RESIGNATION & TERMINATION OF TENURE

In addition to the 6.0 % increases in total creditable earnings, teachers who have no less than fifteen (15) years of service to the district and who have given either notice of retirement shall receive extra compensation, which shall be paid within 30 days following the employee's final regular paycheck but no later than September 30 the year of retirement. This payment shall not be for duties performed as a teacher, but as consideration for the teacher's notice of retirement and resignation terminating rights to tenure. The amount of this extra compensation shall be the difference between the (a) former retirement bonus of \$250 for each year of service to the district over 15 years, but not to exceed \$8,500 and any unused sick days not used for TRS purposes at a rate of \$48.75 a day (b) increases in total creditable earnings received by the teacher in the final year or final two, three, or four years of employment.

Should this additional compensation provided in this subparagraph C be determined by TRS to be includible in creditable earnings for any year, such that an TRS contribution is due thereon, a Board payment to TRS is required as a result, or that it causes any teacher's compensation to exceed 6% for any year used by TRS in calculating the teacher's TRS annuity, then this paragraph C shall be void and never to have been in effect. The parties shall then convene at their first convenience, and negotiate a successor provision. During any such negotiations, the status quo shall be that no payment described in this paragraph C is due.

D. LIKE PAY FOR LIKE WORK

This text and all examples are drafted assuming that all teachers are employed full time, and that their percentage of employment and work will remain full time during the periods following notice of intent to retire. If a teacher's percentage of work decreases, salary will be decreased commensurate with the reduced work percentage.

EXAMPLE.

Teacher HJ suffers a serious automobile accident, and as a result does not have stamina to work the entire day. She requests and is granted by the Board an accommodation to work 2/3 time.

Her salaries, including any raise herein specified, is reduced proportionately to 66.66% of what it would have been if HJ had continued to work full time.

E. ABSOLUTE CAP OF 6% INCREASE

Nothing in this section 10.6 or any other provision in this agreement requires the Superintendent or Board to assign any teacher to duties such that their creditable earnings for any year will increase by more than 6% as compared to any prior year, if that teacher will be eligible to retire that year, or if that increased compensation in excess of 6% may be utilized by TRS in calculating that teacher's final compensation for TRS annuity purposes.

The REA and Board agree that the 6% increase in salary for teachers who have rendered their resignations shall include all items that would be considered credible earnings by Teacher's Retirement System, court or other controlling agency (such as salary, extra duty, stipends, insurance increases, etc). and shall be considered an absolute 6% cap.

F. GOOD FAITH

This provision is intended to replace a benefit, which would have caused the Board to pay substantial penalties to TRS. For this replacement benefit to function as intended, the work performed by the teacher, and the compensation therefore shall not be altered except as agreed by the Board and Association. After a notice of intent to retire has been given if a teacher fails or refuses to perform work upon which a prior year's creditable earnings total was based, then that teacher's subsequent year's creditable earnings shall be calculated as if the teacher had not performed the same work in the prior year. Similarly, the Board shall not remove work from a teacher necessary to achieve the intended levels of compensation absent good cause.

ARTICLE X

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Any claim by the Association, an employee or group of employees that there has been alleged violation, misapplication or misinterpretation of the terms and conditions of this agreement.
2. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days, except before the close of the current school year, time limits consist of all business days.

B. PROCEDURES

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal discussions. An attempt shall be made to resolve any alleged grievance in informal, verbal discussion between the employee (Grievant) and his/her immediate supervisor prior to initiating a formal grievance as elaborated upon in Step 1. If, however, the informal process fails to satisfy the employee (Grievant), a formal grievance may be processed as follows:

Step One

The Grievant shall present the grievance, in writing, to the Superintendent or immediate supervisor, stating the Article(s) and Sections (s) of the Agreement alleged to be violated and requested remedy, along with the employee's signature, no later than fifteen (15) days after the occurrence of the alleged claim of violation or the termination of the free and informal discussions described in the previous paragraph. The Superintendent or immediate supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, the immediately involved supervisor and any person whose assistance he/she requests shall be present at the meeting.

Step Two

If the Grievant is not satisfied with the disposition of the grievance at Step One, the Grievant may refer the grievance to the Board of Education within ten (10) days after receiving the written response of the Superintendent. The Board will then arrange for a meeting with the same parties being present as in Step One within the ten (10) days. Each party to the grievance shall have the right to include in its representation a counselor, if so desired. Each party may present witnesses to develop the facts pertaining to the grievance. Upon conclusion of the meeting on the grievance, the Board will have ten (10) days in which to provide their written decision to the aggrieved party.

Step Three

If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Three decision, then the grievance shall be deemed withdrawn.

The decision of the arbitrator will be binding. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

The Arbitrator, in his/her opinion, shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express

relevant language of the Agreement. He/she shall not amend, modify, nullify, ignore or add to the provisions of the Agreement.

Neither the Board nor the aggrieved shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

Either party may make public the findings of the recommendations of the Arbitrator.

The Arbitrator's decision shall be presented, in writing, to the Grievant and the Superintendent, with copies to the Association and the Board.

C. BYPASS

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

D. NO REPRISALS CLAUSE

No reprisals shall be taken by the employer or the Association against any employee because of the employee's participation or refusal to participate in a grievance.

E. RELEASED TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.

F. GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.

G. NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be moved forward to the next step.

H. COURT REPORTER

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If both parties request a court reporter, the cost shall be borne equally.

I. POSTPONEMENT

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

J. SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

K. RULES

The Voluntary Arbitration Rules shall be used.

ARTICLE XI

EFFECT OF AGREEMENT

A. PERIOD COVERED – TERMS OF AGREEMENT

This Agreement shall be in effect on August 1, 2020 and shall continue in full force and effect until July 31, 2025. If an agreement is not reached prior to the termination of this contract, the contents of this contract as agreed upon for the 2025-2026 year will remain in effect until an agreement is ratified.

B. CONTENT OF AGREEMENT

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Board and the Raccoon Education Association. Both parties acknowledge that during the negotiations, which result in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement.

C. CHANGES

The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in a ratified written amendment.

D. SEPARABILITY

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

E. NO STRIKE – NO LOCKOUTS

No person covered by this Agreement, not the Association, nor any person acting on behalf of the Association shall ever engage in, authorize or instigate any picketing, any strike, slowdown or other refusal 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, except as provided for in Section XIII of the Illinois Educational Labor Relations Act.

The Board agrees not to lock out employees during the term of this Agreement or any extension thereof.

F. PREPARATION OF AGREEMENT

Within thirty (30) days of Association and Board ratification of this Agreement, the Board shall have sufficient copies prepared for distribution to each teacher in the District. The Association and Board shall equally divide the cost of preparing and distributing the Agreement. Sufficient extra copies shall be prepared for both the Association and the Board.

ARTICLE XII

EFFECTIVE DATE AND DURATION OF AGREEMENT

Effective date of Agreement: August 1, 2020 through July 31, 2025

This Agreement is approved by the Raccoon CSD#1 Board of Education on May 19, 2020.

This Agreement is approved by the Raccoon Education Association on this May 18, 2020.

FOR THE ASSOCIATION:

Sarah Monken
Sarah Monken, Co-President

Angie Watkins
Angie Watkins, Co-President

Lucinda Register
Lucinda Register

Cindy Villalobos
Cindy Villalobos

FOR THE BOARD:

Kyla White
Kyla White, President

Steven Bradley
Steven Bradley

Christy Cameron
Christy Cameron

APPENDIX A
SALARY SCHEDULE
Year 1 2020-2021

	BA/BS	+8	+16	+24	MA/MS	+8	+16	+24
0	37134	37889	38644	39399	40155	40910	41665	42420
1	38158	38913	39668	40424	41179	41934	42689	43444
2	39182	39937	40693	41448	42203	42958	43713	44468
3	40206	40962	41717	42471	43226	43981	44737	45492
4	41230	41985	42740	43495	44250	45006	45761	46516
5	42254	43009	43764	44519	45275	46030	46785	47540
6	43278	44033	44788	45544	46299	47054	47809	48564
7	44302	45058	45813	46568	47322	48077	48832	49588
8	45326	46081	46836	47591	48346	49101	49857	50612
9	46350	47105	47860	48615	49370	50126	50881	51636
10	47374	48129	48884	49640	50353	51150	51905	52660
11	48398	49153	49909	50664	51419	52173	52928	53683
12	49421	50177	50932	51687	52442	53197	53952	54708
13	50446	51201	51956	52711	53466	54222	54977	55732
14	51470	52225	52980	53735	54491	55246	56001	56756
15	52494	53249	54004	54760	55515	56270	57024	57779
16	53517	54272	55028	55783	56538	57293	58048	58803
17	54542	55297	56052	56807	57562	58317	59073	59828
18	55566	56321	57076	57831	58586	59342	60097	60852
19	56590	57345	58100	58855	59611	60366	61121	61875
20	57614	58368	59123	59879	60634	61389	62144	62899
21	58637	59393	60148	60903	61658	62413	63168	63924
22	59662	60417	61172	61927	62682	63437	64193	64948
23	60686	61441	62196	62951	63706	64462	65217	65972
24	61710	62465	63219	63975	64730	65485	66240	66995

LONGEVITY

A longevity increment will be granted to all teachers with a level of experience greater than the highest level indicated on the salary schedule. This yearly increase of the teacher's salary shall equal the average percentage step as well as any percentage increase identified within the collective bargaining agreement.

Year 2 2021-2022

	BA/BS	+8	+16	+24	MA/MS	+8	+16	+24
0	38991	39784	40576	41369	42163	42956	43748	44541
1	40066	40859	41651	42445	43238	44031	44823	45616
2	41141	41934	42727	43520	44313	45105	45898	46691
3	42216	43010	43802	44595	45388	46180	46974	47767
4	43292	44085	44877	45670	46463	47256	48049	48842
5	44367	45160	45952	46745	47539	48331	49124	49917
6	45442	46234	47027	47821	48614	49406	50199	50992
7	46517	47310	48103	48896	49689	50481	51274	52068
8	47593	48385	49178	49971	50764	51556	52350	53143
9	48668	49460	50253	51046	51838	52632	53425	54218
10	49743	50535	51328	52122	52870	53707	54500	55293
11	50818	51610	52404	53197	53989	54782	55575	56368
12	51892	52686	53479	54272	55064	55857	56650	57444
13	52969	53761	54554	55347	56139	56933	57726	58518
14	54043	54836	55629	56422	57215	58008	58801	59593
15	55118	55911	56704	57498	58290	59083	59876	60668
16	56193	56986	57780	58573	59365	60158	60951	61743
17	57269	58062	58855	59647	60440	61233	62027	62819
18	58344	59137	59930	60722	61515	62309	63102	63894
19	59419	60212	61005	61797	62591	63384	64177	64969
20	60494	61287	62080	62873	63666	64459	65251	66044
21	61569	62363	63156	63948	64741	65534	66326	67120
22	62645	63438	64231	65023	65816	66609	67402	68195
23	63720	64513	65305	66098	66891	67685	68477	69270
24	64795	65588	66380	67174	67967	68760	69552	70345

LONGEVITY

A longevity increment will be granted to all teachers with a level of experience greater than the highest level indicated on the salary schedule. This yearly increase of the teacher's salary shall equal the average percentage step as well as any percentage increase identified within the collective bargaining agreement.

Year 3 2022-2023

	BA/BS	+8	+16	+24	MA/MS	+8	+16	+24
0	40941	41773	42605	43438	44271	45103	45936	46768
1	42069	42902	43734	44567	45400	46232	47064	47897
2	43198	44030	44864	45696	46528	47361	48193	49025
3	44327	45160	45992	46825	47657	48489	49323	50155
4	45456	46289	47121	47953	48786	49619	50452	51284
5	46585	47417	48250	49082	49916	50748	51580	52413
6	47714	48546	49378	50212	51044	51877	52709	53541
7	48843	49676	50508	51341	52173	53005	53838	54671
8	49972	50805	51637	52469	53302	54134	54968	55800
9	51101	51933	52766	53598	54430	55264	56096	56929
10	52230	53062	53894	54728	55514	56393	57225	58057
11	53358	54191	55024	55857	56689	57521	58354	59186
12	54487	55321	56153	56985	57818	58650	59482	60316
13	55617	56449	57282	58114	58946	59780	60612	61444
14	56746	57578	58410	59243	60076	60908	61741	62573
15	57874	58707	59539	60372	61205	62037	62869	63702
16	59003	59835	60669	61501	62333	63166	63998	64830
17	60133	60965	61797	62630	63462	64294	65128	65960
18	61262	62094	62926	63759	64591	65424	66257	67089
19	62390	63223	64055	64887	65721	66553	67385	68218
20	63519	64351	65184	66017	66849	67682	68514	69346
21	64648	65481	66313	67146	67978	68810	69643	70476
22	65777	66610	67442	68274	69107	69939	70773	71605
23	66906	67738	68571	69403	70235	71069	71901	72734
24	68035	68867	69699	70533	71365	72198	73030	73862

LONGEVITY

A longevity increment will be granted to all teachers with a level of experience greater than the highest level indicated on the salary schedule. This yearly increase of the teacher's salary shall equal the average percentage step as well as any percentage increase identified within the collective bargaining agreement.

Year 4 2023-2024

	BA/BS	+8	+16	+24	MA/MS	+8	+16	+24
0	41555	42399	43244	44089	44935	45780	46625	47470
1	42700	43545	44390	45236	46081	46926	47770	48615
2	43846	44691	45537	46382	47226	48071	48916	49761
3	44992	45838	46682	47527	48372	49217	50063	50908
4	46138	46983	47828	48673	49518	50364	51208	52053
5	47284	48129	48974	49818	50664	51509	52354	53199
6	48430	49274	50119	50965	51810	52655	53500	54344
7	49575	50421	51266	52111	52956	53800	54645	55491
8	50722	51567	52412	53256	54101	54946	55792	56637
9	51868	52712	53557	54402	55247	56093	56938	57782
10	53013	53858	54703	55549	56347	57238	58083	58928
11	54159	55004	55850	56694	57539	58384	59229	60074
12	55304	56150	56995	57840	58685	59530	60374	61220
13	56451	57296	58141	58986	59830	60676	61521	62366
14	57597	58442	59286	60131	60977	61822	62667	63512
15	58742	59587	60432	61278	62123	62968	63812	64657
16	59888	60733	61579	62424	63268	64113	64958	65803
17	61035	61880	62724	63569	64414	65259	66105	66950
18	62180	63025	63870	64715	65560	66406	67251	68095
19	63326	64171	65016	65861	66706	67551	68396	69241
20	64472	65316	66161	67007	67852	68697	69542	70387
21	65617	66463	67308	68153	68998	69843	70687	71533
22	66764	67609	68454	69299	70143	70988	71834	72679
23	67910	68755	69599	70444	71289	72135	72980	73825
24	69055	69900	70745	71591	72436	73281	74125	74970

LONGEVITY

A longevity increment will be granted to all teachers with a level of experience greater than the highest level indicated on the salary schedule. This yearly increase of the teacher's salary shall equal the average percentage step as well as any percentage increase identified within the collective bargaining agreement.

Year 5 2024-2025

	BA/BS	+8	+16	+24	MA/MS	+8	+16	+24
0	42178	43035	43893	44750	45609	46467	47324	48182
1	43341	44198	45056	45914	46772	47629	48487	49344
2	44504	45361	46220	47077	47935	48792	49650	50507
3	45666	46525	47383	48240	49098	49955	50814	51671
4	46830	47688	48545	49403	50260	51119	51977	52834
5	47993	48851	49708	50566	51424	52282	53139	53997
6	49156	50013	50871	51730	52587	53445	54302	55160
7	50319	51177	52035	52892	53750	54607	55465	56324
8	51483	52340	53198	54055	54913	55770	56629	57486
9	52646	53503	54361	55218	56076	56934	57792	58649
10	53808	54666	55523	56382	57192	58097	58954	59812
11	54971	55829	56687	57545	58402	59260	60117	60975
12	56134	56993	57850	58708	59565	60423	61280	62139
13	57298	58155	59013	59870	60728	61587	62444	63302
14	58461	59318	60176	61033	61892	62749	63607	64464
15	59624	60481	61339	62197	63055	63912	64770	65627
16	60786	61644	62503	63360	64218	65075	65932	66790
17	61950	62808	63665	64523	65380	66238	67096	67954
18	63113	63971	64828	65686	66543	67402	68259	69117
19	64276	65133	65991	66848	67707	68565	69422	70280
20	65439	66296	67154	68012	68870	69727	70585	71442
21	66602	67460	68318	69175	70033	70890	71748	72606
22	67766	68623	69481	70338	71195	72053	72912	73769
23	68928	69786	70643	71501	72358	73217	74074	74932
24	70091	70949	71806	72665	73522	74380	75237	76095

LONGEVITY

A longevity increment will be granted to all teachers with a level of experience greater than the highest level indicated on the salary schedule. This yearly increase of the teacher's salary shall equal the average percentage step as well as any percentage increase identified within the collective bargaining agreement.