## **AGREEMENT**

## **BETWEEN**

## THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT #200

# MENARD & LOGAN COUNTY, GREENVIEW, ILLINOIS

## **AND**

# THE GREENVIEW EDUCATION ORGANIZATION, IEA / NEA

2021-2022

2022-2023

2023-2024

2024-2025

# **Table of Contents**

Article I	Recognition	Page 1
Article II	Negotiations Procedure	Page 1
Article III	Management Rights	Pages 1-2
Article IV	Employee / Association Rights	Pages 2-3
Article V	Grievance Procedure	Pages 3-5
Article VI	Working Conditions	Pages 5-9
Article VII	Leaves of Absence	Pages 9-13
Article VIII	Salary and Fringe Benefits	Pages 13-18
Article IX	Effect of Agreement	Pages 18-19
	Signature page	Page 20
Attachment A		2021-2025 Salary Schedule
Attachment B		Extracurricular Schedule
Attachment C		Grievance Form

## **ARTICLE I**

#### RECOGNITION

## 1.1 Recognition

The Board of Education of Greenview Community Unit School District #200, Logan/Menard County, Illinois, hereinafter "the Board" hereby recognizes the Greenview Education Organization-IEA-NEA, hereinafter "the GEO" bargaining representative for all full and permanent part-time (who teach a minimum of 200 minutes of a full school day) regularly employed certified non-supervisory teaching personnel and non-certified teaching assistants employed by Greenview Community Unit School District #200.

## **ARTICLE II**

#### NEGOTIATIONS PROCEDURE

## 2.1 Initiation of Bargaining

Upon request of the Greenview Education Organization, GEO, the parties shall commence bargaining for a successor agreement on or before May 31, and no earlier than March 15 and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations including Section 4 concerning all matters affecting wages, hours, and terms and conditions of employment as well as any impact thereon.

## 2.2 Bargaining if Agreement cannot be Reached

If the parties cannot reach an agreement, the parties will jointly request the Federal Mediation and Conciliation Services (FMCS). Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement, and the Illinois Educational Labor Relations Board shall be notified.

## **ARTICLE III**

#### MANAGEMENT RIGHTS

## 3.1 Agreement Conformity

The GEO recognizes that the Board retains and reserves the right and authority to manage and direct, in behalf of the public, the operations and activities of the school district to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board and its representatives in conformity with the provisions of this Agreement.

## 3.2 Commitment not to Violate Agreement

It is understood and agreed that all rights, powers, or authority of the school district and the School Board to manage its operations and direct its employees which are not specifically limited by the language of this Agreement are retained by the Board provided that no such right shall be exercised so as to violate any of the specific provisions of the Agreement.

#### **ARTICLE IV**

#### EMPLOYEE / ASSOCIATION RIGHTS

## 4.1 Bargain in Good Faith

The employer recognizes that the GEO has the unlimited right to bargain in good faith on matters, which relate to wages, benefits, hours of work, and other terms and conditions of employment.

#### 4.2 Information to GEO

One copy of the:

- A. agenda
- B. board report
- C. monthly financial report
- D. quarterly financial report

will be given to the President of the GEO at the time that Board packets are sent to the individual Board members.

#### 4.3 GEO Meetings

The GEO may meet after normal work hours at the school when students are not in attendance and provided such times do not conflict with assigned duties. The GEO president will schedule these meetings with the district administrators so as to avoid conflicts with faculty meetings, departmental meetings, and other such meetings. The GEO may begin their first meeting of the year prior to the end of work hours.

#### 4.4 Reviewing Personnel File

An employee, upon twenty-four (24) hours advance notice to the superintendent, shall have the right to review the contents of his/her personnel file. The superintendent or his/her designee shall be present during the review; upon the employee's request, a GEO representative may also be present. An employee shall have the right to respond in writing to any material contained in the file, and his/her response shall be attached to

the file copy. A copy of any disciplinary material relevant to a specific employee will be given to the employee prior to it being placed in the employee's file.

## 4.5 Teacher Discipline

The GEO shall be party to any future planning or revising of a district discipline code to be used in teacher discipline.

#### 4.6 GEO Communication

The GEO shall have the right to post notices of activities and matters of Association concern in designated elementary and junior-senior high school areas. The Association may use the teacher mailboxes for communication with bargaining unit members.

## 4.7 GEO Representation

When any employee is required to appear before a building administrator, central office administrator and/or the Board concerning any matter in which discipline may result, the employee is entitled to have a representative of the Association present.

#### ARTICLE V

#### GRIEVANCE PROCEDURE

#### 5.1 Definitions

- A. Any claim by a teacher or the GEO representing an employee that there has been a violation, misrepresentation, and/or misapplication of Board policy, a violation of his or her right to fair treatment, or a violation of any established policy or practice, or the terms of this Agreement shall be a grievance.
- B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays, and during the summer, time limits shall consist of all weekdays,

#### 5.2 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 communications. If, however, the informal process fails to satisfy the employee or the GEO, a grievance may be processed as follows:

Step #1 Within twenty (20) days of the event initiating the grievance, the employee or the GEO may present the grievance in writing (Attachment E) to the immediately involved supervisor, who will

arrange for a meeting to take place within five (5) days after the receipt of the grievance. The aggrieved teacher and the immediate supervisor shall be present for the meeting. The immediate supervisor must provide the aggrieved teacher with a written answer on the grievance within five (5) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step #2

If the grievance is not resolved at Step #1, then the griever shall refer the grievance to the Superintendent within five (5) days after the receipt of the Step #1 answer. The Superintendent shall arrange for a meeting of the Organization representative and the griever to take place within five (5) days of receipt of the appeal.

Each party shall be permitted to include in its presentations such witnesses and counselors as deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days in which to present his written decision to the teacher.

Step #3

If the grievance is not resolved at Step #2, then the griever shall submit the grievance to the Board within five (5) days after receipt of the Step #2 answer. The Board shall arrange for a meeting of the Organization representative and the griever to take place within five (5) days of the receipt of the appeal. Each party shall be permitted to include in its presentations such witnesses and counselors deemed necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have five (5) days in which to present its written decision to the teacher.

Step #4

If the Organization is not satisfied with the disposition of the grievance at Step #3, the Organization may submit the grievance to final and binding arbitration through the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of the date of the Step #3 answer, then the grievance shall be deemed withdrawn.

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The Arbitrator's authority shall be limited to deciding only the issues presented to him in writing by the Board and the Organization. The Arbitrator's decision shall be based solely on interpretation of the meaning or application of the express relevant language of the Agreement. Neither the District nor the Organization shall be permitted to assert any grounds or evidence before the Arbitrator, which was not previously disclosed to the other party at least ten (10) days before the hearing.

Expenses for the Arbitrator's services will be shared equally by the Organization and the Board.

- 5.3 If the teacher and/or Organization and the Superintendent or Board agree, any step or steps of the grievance procedure may be bypassed. A grievance may be withdrawn at any level without establishing precedent.
- 5.4 All records related to a grievance shall be filed separately from the personnel files of the member filing the grievance. No reprisals of any kind will be taken by the Board or Administration against the teacher because of his/her participation in the grievance procedure.

## **ARTICLE VI**

#### WORKING CONDITIONS

## 6.1 Work Day

- A. Each full time employee shall be present fifteen (15) minutes before the first class period begins and in their assigned areas ten (10) minutes before the first class period begins. Each employee shall be free to leave fifteen (15) minutes after the last high school class period ends, except for called faculty meetings, parent conferences, open houses, detentions, occasional help for students, or mutually agreed upon situations. Exceptions shall be approved by the Principal. On Fridays, or days preceding school holidays or vacations, the employee's day shall end ten (10) minutes after the end of the student day.
- B. Students and teachers will be dismissed early, after fulfilling the state-mandated 300 minutes of instruction, the day before the following holidays: Thanksgiving, Christmas, and Easter.

#### 6.2 Calendar

The GEO, through the Calendar Committee, may provide input to the Board and the administration on the future school calendar. This committee shall meet with the Superintendent by the end of February to review possible calendars for the following year.

## 6.3 Preparation Time

- A. Full time teachers on the elementary schedule will be allowed a minimum of sixty (60) minutes per day for planning.
- B. Full time junior-senior high teachers or teachers who split duties between the elementary and junior-senior high will be assigned one planning period one semester and two planning periods the Spring or Fall semester. If it is not possible to schedule the planning time, the teacher will be compensated. This

compensation will be \$700 for the semester the second planning period is not granted.

- C. The above planning time (K-12) occurs during the regular student attendance day. On days of early dismissal, teachers will be given a proportionally shorter planning period.
- D. Any teacher who does in-house substitution during his/her planning period will be paid according to the extra duty pay schedule (Attachment D).
- E. Part-time teachers who teach at least five (5) periods will receive a full planning period. Part-time teachers who teach 1-4 periods will receive ½ a planning period. Persons who are drawing regular payments from TRS who teach less than five (5) periods shall have the option to waive the ½ planning period.

## 6.4 Loss of Planning Time

A. Any teacher who elects to teach an additional academic class during the teacher's planning period will be paid an additional one-eighth of his/her yearly salary above the salary schedule.

## 6.5 Duty-Free Lunch

Each teacher shall have thirty (30) uninterrupted, duty-free minutes for lunch daily.

#### 6.6 Class Size

Concerning class size, the Board will bargain the impact of any class that exceeds twenty-nine (29) students in grades four (4) through twelve (12), twenty-six (26) students in grades one (1) through three (3), and twenty-one (21) in kindergarten.

## 6.7 Teaching Assignments

Tentative teaching assignments shall be given by the last day of the current school year. If a change in a teaching assignment is necessary, every attempt shall be made to notify the teacher at least thirty (30) days prior to the start of school.

#### 6.8 Teacher Reduction in Force (RIF) and Recall

#### A. Reduction in Force (RIF)

1. In the case of a reduction in force for full-time, tenured teachers, the sequence of dismissal shall occur in accordance with the School Code.

Each teacher shall be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established by the District job description, on or before the May 10 prior to the school year during which the sequence of dismissal is determined (e.g. secondary history, physical education, early childhood special education). Within each position and subject to agreements made by the Joint Committee on honorable dismissals that are authorized by subsection (c) of 24-12 of the School Code, the District shall pursuant to subsection (b) of 24-12 of the School Code establish four groupings of teachers qualified to hold the position.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their groupings, with teachers in grouping one dismissed first and teachers in grouping four dismissed last. Within grouping one, the sequence of dismissal shall be at the discretion of the School District. Within grouping two, the sequence of dismissal shall be based upon average performance evaluation ratings, with the teacher or teachers with the lowest average performance evaluation rating dismissed first. A teacher's average performance evaluation rating shall be calculated using the average of the teacher's last two performance evaluation ratings, if two ratings are available, or the teacher's last performance evaluation rating, if only one rating is available, using the following numerical values: 4 for Excellent; 3 for Proficient or Satisfactory; 2 for Needs Improvement; and 1 for Unsatisfactory. As between or among teachers in grouping two with the same average performance evaluation rating and within each of groupings three and four, the teacher or teachers with the shorter length of continuing service with the District shall be dismissed first.

- 2. A teacher's length of continuing service shall be determined by the following method, in descending order:
  - a. Date the Board acted to hire the teacher.
  - b. Highest degree and most graduate hours as recognized on the pay schedule.
  - c. Length of prior teaching experience.
  - d. Continued tie-breakers shall be settled by lottery with all parties present.

A teacher who is reduced to part-time status will accrue service on a prorated basis. Further, a teacher will continue to accrue service when not in attendance due to an excused absence or illness or an approved leave provided the teacher completes 105 days of teacher attendance during the school year. Otherwise, a teacher does not accrue service while on an unpaid leave of absence.

3. As provided by subsection (c) of 24-12 of the School Code, the Joint Committee is comprised of an equal number of district representatives and association representatives. This committee shall meet at least annually no later than December 1 to discuss revisions and changes needed as provided by subsection (c) of 24-12 of the School Code. In the event that the Joint Committee cannot reach a majority decision regarding the placement criteria for the various groupings, then the state-defined criteria shall be applied. The administration shall create a sequence of dismissal list for each category of position by placing teachers in the four groupings using the criteria agreed upon by the Joint Committee. Said list will be updated annually and provided to the GEO no later than 75 calendar days before the end of each school term. This Joint Committee shall be separate and distinct from other committees established under this Agreement.

#### B. Recall

- 1. If the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed who were in groupings three or four of the sequence of dismissal and are qualified to hold the positions, based upon legal qualifications and any other qualification established in the District job description, on or before the May 10 prior to the date of the positions becoming available, provided that if the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of fulltime equivalent positions filled by certified employees (excluding principals and administrative personnel) during the preceding school year, then the recall period is for the following school term or within two calendar years from the beginning of the following school term. Among teachers eligible for recall pursuant to the preceding sentence, the order of recall must be in inverse order of dismissal. There will be six month recall rights for teachers listed in Category 2.
- 2. Failure to respond within fifteen (15) calendar days after the mailing of the Board's letter of recall, sent by certified mail to the teacher's address on file with the Board recalling such teacher, shall result in termination of the teacher's right to recall hereunder.

#### 6.9 Evaluation

Each teacher shall be evaluated by the administration.

- A. Concerning evaluations, non-tenured teachers should be evaluated a minimum of two times in each school year. Tenured teachers shall be evaluated at least once every two years.
- B. The evaluation instrument to be used shall be the one on file in the office of the Illinois State Board of Education. This form cannot be changed, except to update an administrator's name, without both administrative and GEO cooperation.

#### **LEAVES**

#### 7.1 Sick Leave and Personal Leave

The Board shall grant sick leave for each full-time employee based on the table below, with unlimited accumulation. Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the family or household. The family shall include parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers- or sisters-in-law, aunts, uncles, cousins, and legal guardians or members of the household. Exceptions may be granted by administrative approval.

Current Year	Number of Sick	Number of
Employed at	Days Granted	Personal Days
Greenview	Annually	Granted Annually
1	12	2
2-3	12	3
4	14	3
5-6	15	4
7-9	16	4
10-12	17	4
13-15	18	4
16-18	19	4
19 +	20	4

Part-time employees will receive sick leave on a pro-rata basis. An employee may treat pregnancy as a temporary disability under this benefit, or may apply for a leave of absence without pay. All sick days shall be taken in increments of not less than ½ day at a time.

The Board agrees to compensate, upon the request of an employee retiring from the system, at a rate equal to one-half the per-day rate of a beginning substitute employee

for each respective job classification that has not been used by the employee up to 190 days. Usage shall include TRS or IMRF service credit.

## Examples:

- First year of employment 10 sick days and 2 personal days for a total of 12 days. Second and third year of employment 10 sick days and 3 personal days for a total of 13 days.
- Fourth year of employment 12 sick days and 3 personal days for a total of 15 days.
- Fifth and Sixth year of employment 13 sick days and 4 personal days for a total of 17 days.
- Eleventh year of employment 15 sick days and 4 personal days for a total of 19 days

The use of personal days is subject to the following conditions:

- 1. At least 48 hours written notice shall be given to the administration for approval of a single personal day. For multiple personal days to be used, ten (10) days written notice must be given for approval. Multiple holiday requests will be subject to approval of administration.
- 2. Personal leave days must be taken in increments of not less than ½ day at a time.
- 3. Personal leave may not be taken on Teacher Institute Days or School Improvement Days or Parent Teacher Conference days.
- 4. Personal leave days may not be used during the first 5 days or the last 5 days of school.
- 5. No more than (3) three employees per day will be allowed personal leave.
- 6. Final approval must be given by the administration.

Unused personal leave days can be converted only into sick leave days. Personal days do not carry over into the next year as a personal day.

Part-time employees will receive the corresponding, pro-rata number of days.

#### 7.2 Professional Leave

The Superintendent may grant professional days for employees without limit, based on District need and budget. Other specifics for this type of leave are addressed in Article VIII.

## 7.3 Jury Duty

No employee shall have his/her pay reduced for any period of time of service as a juror, provided that any fees received for such service shall be surrendered to the District except that the teacher may retain any expense reimbursement received for such service. Employees will not be docked sick or personal leave while serving jury duty.

## 7.4 Maternity/Paternity/Adoptive Leave

Upon written request, the Board shall grant a tenured teacher up to one (1) year maternity/paternity/adoptive leave of absence without pay or without loss of accrued sick leave, tenure, or seniority.

#### 7.5 Association Leave

The GEO shall be granted two (2) days per school year to attend conferences or to be involved in organizational business without loss of salary. The district will pay for the cost of the substitute employee. Additional days may be granted with the approval of the superintendent.

## 7.6 Continuing Education Leave

The Board may grant unpaid leaves of absence to tenured teachers for continuing education under the following conditions:

- A. Application is made by March 1 of the year preceding the leave for a full year or first semester leave,
- B. Application deadline for a second semester leave will be no later than October 1,
- C. The employee must indicate his/her intention to return by March 1, if it is a full year or second semester leave,
- D. The employee must indicate his/her intention to return by October 1, if a first semester leave,
- E. Seniority and placement on the salary schedule will be retained, but not advanced, during the leave,
- F. Employer will not pay for insurance premiums during the leave; no other salary or benefits will be provided while on leave.

#### 7.7 Sick Leave Bank

The purpose of the Sick Leave Bank shall be to provide extended paid sick leave for employees who are members of the Greenview Education Organization who have exhausted their personally accumulated sick leave and due to personal serious illness or injury, are unable to return to work. Short-term illnesses and regular maternity care are not subject to the use of the following sick leave bank provisions.

Participation in the Sick Leave Bank shall be voluntary. Each employee shall be given an application and return it to the bookkeeper. Each employee shall be given an application form at the beginning of the school year and will contribute two (2) days of his/her accumulated sick leave for the first year membership. Second year membership will also require a donation of two (2) days. Subsequent years will require a donation of one (1) day at the discretion of the Sick Leave Bank committee until a minimum of 120 days are reached. Any new employee who wishes to be a member of the Sick Bank will be required to follow the initiating schedule. In addition, the donation of days by the new employee will receive priority with the Sick Leave Bank committee. A member may begin drawing from the Sick Bank beginning the third year of membership.

Any days transferred by the employee shall remain in the Sick Leave Bank. The Board of Education shall not be liable for any days transferred and shall not contribute any days to the Sick Leave Bank. If it becomes necessary to seek additional days to maintain the bank at its minimum level of 120 days, an additional day may be deducted from an employee's personal accumulation on a rotating basis. The Sick Leave Bank committee will conduct the alphabetical selection to determine who will transfer personal accumulated sick leave to the Sick Leave Bank.

Only members of the Sick Leave Bank shall be allowed to withdraw days from the Bank. In order to remain an active member, an employee must contribute to the Bank when asked by the Sick Leave Bank Committee. Once an employee withdraws from the Bank or elects not to seek membership, he/she shall only be eligible to participate in the Sick Leave Bank by reinitiating the requirements. No members shall be allowed to draw more than twenty (20) days during one school year and no more than forty (40) during his/her employment in the Greenview CUSD #200. The balance of days accumulated at the end of one school year shall carry over to the following year. Should the total number of days withdrawn from the Bank equal the balance at any time, the Bank will cease operations until it can be replenished at the start of the next school year. Sick bank members can petition the sick bank committee and the Superintendent for additional increments of days no more than 20 at a time.

A committee consisting of two (2) members selected by the GEO and two members of the administration will be selected to govern the use of the Sick Leave Bank. Only members of the Sick Leave Bank will be entitled to draw from the Bank provided the employee has exhausted his/her personally accumulated sick leave and personal leave days and has made written application to the Committee for withdrawal of days from the Bank. Should the employee be unable to make application, his/her designee may do so on his behalf. The application shall state the reason for the inability to return to work along with a physician's statement specifying the nature of the employee's illness. The application shall also state the number of days requested to be used from the Bank. Before granting the request, the Committee must elicit affirmative answers to the following:

A. Is the employee listed as a current third year member of the Sick Leave Bank?

- B. Has the employee exhausted his/her personally accumulated sick leave and personal leave?
- C. Is the absence from work due to a serious illness? (This program would not be used for short- term illness.)

The school district shall furnish each employee with a written statement at the beginning of each employee year setting forth the total sick leave.

Sick Bank membership shall be available to all certified and non-certified members of GEO who have sick days to contribute.

## **ARTICLE VIII**

## SALARY AND FRINGE BENEFITS

## 8.1. Salary Schedules

The salaries expressed in this article are for the regular annual minimum school term as set by the state statutes.

- A. Salary schedules are attached as Attachments A and B.
- B. Transcripts will be evaluated annually no later than September 1 for increases that school year.
- C. The Extra Duty Pay Schedule is attached as Attachment D.
- D. All scheduled salaries and increases in Attachments A and B stated above include the Teacher Retirement System contribution, pension contributions, and health insurance contributions as required by law.
- E. For the purpose of salary and benefits, full time teachers will be defined as those teachers who are assigned duties, supervision, and/or planning time for the entire school day. Part-time teachers will be financially compensated on a prorata basis for the number of periods assigned. The Board will allow part-time teachers one step each year on the salary schedule.
- F. Reimbursement for mandated duties which require time to be spent beyond the required work day will be reimbursed at an hourly rate based on the formula as follows: base salary divided by 180 divided by 7.5. However, if a teacher or teachers covered by this agreement, consent in advance to waive this reimbursement- none will be paid.

H. Compensation for additional duties or responsibilities covered under a grant program will be paid according to the guidelines stated in the grant. If compensation is not stated in the grant, then the formula stated above will be used to determine an hourly wage rate.

#### 8.2 Professional Leave Reimbursement

All professional leave is subject to the approval of the Superintendent. Employees who travel on these trips to improve their teaching skills shall be provided reimbursement for expenses incurred that are pre approved.

Breakfast \$8.00 Lunch \$10.00 Dinner \$15.00

Mileage State of Illinois approved rate on July 1<sup>st</sup> beginning

each fiscal year. (The State approved rate is the IRS approved rate as of July 1<sup>st</sup>, the beginning of the fiscal year. If the IRS rate drops the State rate drops to match and stays at that rate for the

remainder of the fiscal year.)

Lodging may be approved in advance and a receipt later produced.

## 8.3 College Tuition Reimbursement

Teachers hired after January 1, 2015 must have 4 years of service to the district to be eligible for this benefit.

Reimbursements for college tuition will be made in full or \$150 per approved credit hour, whichever is less. Approved credit has to be recognized by the State Certification Board. All hours must have prior approval by the Superintendent.

Reimbursement for course work in administrative classes will be made in full or \$50.00 per approved credit hour, whichever is less. Approved credit has to be recognized by the State Certification Board. All hours must have prior approval of the Superintendent.

Reimbursement will be limited to three (3) credit hours per term per teacher. Budgeted funds for tuition reimbursement shall be divided equally between the summer, fall and spring terms. Any funds that are not expended during a term shall be carried over to the next term within the fiscal year. Funds that are not expended after the spring term will be divided equally between those teachers that were denied reimbursement during a previous term and paid for the course totally at his/her own expense, provided that the employee does not exceed the 3 credit hour per term limit.

In order to be eligible, application for reimbursement must be submitted by the dates below for them to be reviewed and approved per contract terms in a timely manner.

May 1<sup>st</sup> for courses during the summer term August 1<sup>st</sup> for courses during the fall term November 1<sup>st</sup> for courses during the spring term

All applications received by the above deadlines will be considered equally.

For the summer term each fiscal year, the teacher with the higher seniority, as determined on the most recently approved seniority list, shall be given priority for reimbursement.

For the fall and spring terms, priority will be given to those teachers who have not received reimbursement previously during the current fiscal year. After those teachers have been reimbursed, any remaining funds for that term will be distributed based on seniority as above.

Priority shall be determined by the most recently approved seniority list.

Upon written request from the teacher, the Board agrees to pay (1/2) half the reimbursable amount in advance. The second half (1/2) will be paid upon successful completion of the course. Successful completion is defined as earning a minimum of a "B" as provided on an official transcript.

If the teacher does not successfully complete the course, the Board will recover any advance reimbursement payment from funds that are due the teacher, unless the teacher makes direct payment arrangements.

#### 8.4 Health Insurance

- A. The Board of Education will pay up to \$220.00 per individual per month towards the cost of the existing Group Insurance Policy for the individual during the 2021-2025 school years. Part-time teachers will receive this benefit on a pro-rata basis.
- B. If an employee does not wish the health insurance coverage, he/she may request the Board of Education to contribute an amount equal to the Board's current maximum share of single coverage towards benefits allowed under the District's approved Section 125 Plan.
- C. The Board agrees not to change the insurance company/provider unless approved by a majority of all certified and non-certified employees of Greenview CUSD #200 who are currently participating in the insurance plan.

## 8.5 Retirement Sheltering

Out from the salary set forth herein, the Board shall pay to the Illinois Teachers' Retirement System, on behalf of each teacher, the entirety of the required employee

contribution. The Board shall contribute, in addition to the teacher's salary, 0.75% of THIS.

#### 8.6 Summer School

The Board, upon recommendation from the administration, shall annually determine summer school academic programs and/or enrichment/growth opportunities. Summer school wage rates for said programs will be calculated for the entire summer program. The staff for these programs will be appointed by the Superintendent.

#### 8.7 Dues Deductions

- A. The Board will deduct the annual dues of each GEO member from his/her October paycheck.
- B. Teachers who elect payroll deduction of his/her IEA/NEA dues shall have such dues deducted in equal installments commencing in September and ending in June.

## 8.8 Pay Schedule

All certified employees covered under this agreement shall be paid on the 15<sup>th</sup> and last day of each month in 24 equal installments, unless these days fall on a holiday, a Saturday, or a Sunday. In those cases, employees will be paid on the last school day preceding the holiday or weekend.

## 8.9 Retirement Incentive

#### Eligibility

An employee tendering an irrevocable letter of resignation to a Teacher Retirement System (TRS) Retirement program on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final four (4) years of teaching service subject to the following conditions:

- 1) The teacher shall have a minimum of ten (10) years of continuous full-time service in the Greenview C.U.S.D. #200 and twenty (20) years of full-time service in the State of Illinois on the intended date of retirement.
- The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire early or exercise any available statutory Early Retirement Option.

The teacher shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future. The teacher's notice may be given up to four (4) years prior to retirement or by October 1<sup>st</sup> during the year up to and including the school year of retirement for 2021-2022, and by July 1<sup>st</sup> of the year preceding award of the incentive increase. The pre-retirement period may be from one (1) to four (4) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

## **Creditable Earnings**

"TRS creditable earnings," wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

#### **Full Performance of Duties**

This agreement presumes the teacher will fully perform all his or her duties during the term of this agreement. Any reduction in teaching performance (dock days or leave of absence without pay, for example) during the term of this agreement shall result in a corresponding reduction in salary and benefit amount.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

In no event will a teacher subject to this provision receive an increase in an any year covered by this provision of TRS creditable earnings in excess of six percent (6%) of the prior year's TRS creditable earnings.

#### **Increased Earnings**

In exchange for the teacher's binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for each year of eligibility, the teacher's TRS creditable earnings will be increased by six percent (6%) over the teacher's TRS creditable earnings for the prior year of employment except as otherwise provided herein.

Exampl	00.
Examp	LCO.

A teacher applies for the award one year before retirement. The teacher's TRS creditable earnings for 2022-2023 were \$40,000. The teacher's final year TRS creditable earnings (2027-2028)) will be  $$42,400 ($40,000 \times 1.06 = $42,400)$ .

A teacher applies for the award three years before retirement. The teacher's TRS creditable earnings for the 2022-2023 school year were \$40,000. The teacher's first year TRS creditable earning will be \$42,400 (\$40,000 x 1.06 = \$42,400). The teacher's second year TRS creditable earnings will be \$44,944 (\$42,400 x 1.06 = \$44,944). The teacher's final year TRS creditable earnings will be \$47,640 (\$44,944 x 1.06 = \$47,640).

#### **Extra Duties**

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation.

#### Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2022-2023 school year were \$40,000. The teacher's first year creditable earnings will be \$42,400 (\$40,000 x 1.06 = \$42,400). The teacher's second year creditable earnings will be \$44,944 (\$42,400 x 1.06 = \$44,944). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher's final year creditable earnings will be \$45,640 (\$44,944 x 1.06 = \$47,640 - \$2,000 = \$45,640).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional work hours, days, weeks or months) that would increase the employee's TRS gross income above the six percent (6%) provided for herein.

#### **Status Quo**

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any

increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of creditable earnings up to 106% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

#### **ARTICLE IX**

#### EFFECT OF AGREEMENT

## 9.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written, mutual consent of the parties.

#### 9.2 Individual Contracts

The terms and conditions of individual contracts or employment Agreements shall reflect the terms and conditions of this negotiated Agreement for qualifying District employees.

## 9.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court or body of competent jurisdiction, then the article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, or clauses shall remain in full force and effect.

## 9.4 No Strike

The GEO agrees that it shall not, during the period of this Agreement, directly engage in a strike against the District.

The Greenview Education Organization-IEA-NEA and its members hereby agree not to engage in, encourage, or support any cessation of work during the term of this Agreement.

## 9.5 Board Authority and Management Rights

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final. Except that the Board and the GEO shall be required to bargain collectively with regards to policy matters directly affecting wages, hours, and terms and conditions of employment, as well as the impact thereon, upon request by the GEO.

## 9.6 Superceding Board Policy

This agreement shall supersede any Board policy with which it is in conflict.

## 9.7 Reviewing the Agreement

In order to clarify any contract interpretation, an annual review will be made by both parties, between March 15th - April 15th of each year of the bargaining agreement. This review panel will consist of four members, two appointed by GEO, the Superintendent, and one board member appointed by the superintendent.

## 9.8 Term of Agreement

This Agreement shall become effective on the first day of the 2021-2022 school year and shall terminate on the first day of the 2024-2025 school year.

This agreement is signed this	day of	
In witness thereof:		
For the Greenview Education Organization/ IEA/NEA	For the Board of Education School District #200	
President	President	
Negotiations Chair	Secretary	

## Appendix A Salary

The following salary schedule shall be strictly for purposes of placement of new teachers. Upon hiring, the teacher shall be credited as identified on the schedule in Appendix B, and the schedule shall thereafter become immediately irrelevant for purposes of increases paid to the teacher. The salary schedule shall not be applicable for increases to any teacher presently employed or employed after the date of this agreement.

Salary increases for employees shall be as follows:

2021-2022: 5 % 2022-2023: 5 % 2023-2024: 4 % 2024-2025: 2%

Each teacher who acquires hours or degree into the following lanes shall receive a one-time salary increase of \$750:

BA BA+8 BA+16 BA+24 MA MA+8 MA+16 MA+24 MA+32

# Appendix B Placement Schedule (New Employee Placement Only)

New employees to CUSD #200 will be placed at the state minimum level teacher salary if they have no prior experience as a classroom teacher. New employees that have experience as teachers will be placed as close as possible to a current teacher at a similar level of education and experience.

					ATHL	ETIC POSIT	IONS
POSITION					YEARS		
		1-2	3-4	5-6	7-8	9-10	11+
HS Athletic Director		4.5	5	5.5	6	6.5	7
Jr High Athletic Director		4.5	5	5.5	6	6.5	7
Head Coach Basketball		7	8	9	10	11	12
Head Coach Volleyball		7	8	9	10	11	12
Ass't. Coach Basketball		4	5	6	7	8	9
Ass't. Coach Volleyball		4	5	6	7	8	9
Head Coach Golf		5	6	7	8	9	10
Asst. Coach Golf		3	4	5	6	7	8
Head Coach HS Cheerle	ead	4	5	6	7	8	9
8th Grade Basketball		4.5	5.5	6.5	7.5	8.5	9.5
8th Grade Volleyball		4.5	5.5	6.5	7.5	8.5	9.5
7th Grade Basketball		4.5	5.5	6.5	7.5	8.5	9.5
7th Grade Volleyball		4.5	5.5	6.5	7.5	8.5	9.5
Track		4,5	5.5	6.5	7.5	8.5	9.5
Track		4.5	5.5	6.5	7.5	8.5	9.5
Head Coach JH Cheerle	eading	3	4	5	6	7	8
Head Coach HS Scholastic Bowl		2	3	4	5	6	7
Head Coach JH Scholastic Bowl		2	3	4	5	6	7
			Percentage is	s based on \$	40,000 and de	etermined by	
		Years o	f Experience	based on ye	ars coaching/	sponsoring	
		urricular enroll					
		additional ass					
		nd required condition receive a pro					
		games left to					
		dent will meet	with the GEO	O President a	nd review the	changes. All	
		be take	n to maintain	equitable co	mpensation to	staff.	
				NON-A	THLETIC POS	SITIONS	
Extra Music (instr.)		3	4	5	6	7	8
Extra Music (vocal)		3	4	5	6	7	8
Drama/Musical/Pla		2	3	4	5	6	7
Yearbook		3	4	5	6	7	8
			Percentage i	s based on ¢	40,000 and de	etermined by	
					ars coaching/s		
		1 34.0 0	•		ONS/FIXED F	·	1
		I	INCIN-AI FIL	LIIC FUSIII	CINO/FIVED !	MIES	I

Student Council	2	2	2	2	2	2	
National Honor Soc.	2	2	2	2	2	2	
8th Grade Advisor	2	2	2	2	2	2	
Freshmen Advisor	2	2	2	2	2	2	
Sophomore Advisor	2	2	2	2	2	2	
Junior Advisor (2)	2.5	2.5	2.5	2.5	2.5	2.5	
Senior Advisor	2.5	2.5	2.5	2.5	2.5	2.5	
Art Club	1	1	1	1	1	1	
STEM Club (2)	0.5	0.5	0.5	0.5	0.5	0.5	
WYSE Sponsor	1	1	1	1	1	1	
Drama Asst./Costumer	1	1	1	1	1	1	
		Percentage i	s based on \$	40,000 and de	etermined by	-	
	Years o	of Experience	based on year	ars coaching/:	sponsoring		

		FLAT RATES		
		TEATRATES	<u>'</u>	
	Year 1	Year 2	Year 3	
Technology Director	\$1,000	\$1,000	\$1,000	
Counselor***	\$750	\$750	\$750	
FFA*	\$1,300	\$1,300	\$1,300	
Lead Mentor	\$500	\$500	\$500	
School Improvement Team (limit 4)	\$400	\$400	\$400	
In-House Subs				
0-30 minutes	\$10	\$10	\$10	
31-60 minutes	\$20	\$20	\$20	
After School Study Club - if study	dents present- Grade	s 5-12 2x per week		
30 minutes	\$10			
60 minutes	\$20			
staff				
* The agriculture teacher is give	en a ten (10) day exte	ended contract, in addition to	the FFA stipend,	
for summer FFA responsibilities	s. The compensation	is calculated by taking the te	eacher's salary	
divided by 180 and multiplying				
			i i	

will be determined by a meeting between a GEO representative and a Board representative.							
***Counselor stipend is for work that is to be completed beyond the school calendar and includes school							
registration days							

The Counselor is given a twenty (20) day extended contract, in addition to the Counselor stipend, for reporting responsibilities. The compensation is calculated by taking the Counselor's salary divided by 180 and multiplying that figure by twenty (20).

For Junior High Coaches Hired Before the 2017-2018 School Year this will be the scale used if the current scale

has a lower salary

Tido a lower balary		_	_	<u>.</u>	<u> </u>	_	_
8th Grade Basketball	6	7	8	9	10	11	
8th Grade Volleyball	6	7	8	9	10	11	
7th Grade Basketball	3	4	5	6	7	8	
7th Grade Volleyball	3	4	5	6	7	8	
Track	5	6	7	8	9	10	
Track	3	4	5	6	7	8	

SUBJECT: G	Brievance
GRIEVANT: _	
IMMEDIATE S	UPERVISOR:
DATE of OCCU	JRRENCE:/
DATE GRIEVA	NCE FILED:/
Step #1: E	Explanation of Grievance by Grievant:
Signature of Grid	evant:
Response to Grie	evance by Immediate Supervisor:
Signature of Imr	mediate Supervisor:
Date of Respons	ee:/

## Grievance Form continued

GRIEVANCE RECORD (in compliance with the procedure named in Article V of the current contract between the Board of Education of Greenview Community Unit School District #200 and the Greenview Education Organization)

Step #1 Date Submitted/	Date of Response/
The grievance has been submitted in writing grievant and the immediate supervisor.	ng and a meeting has taken place between the
The Grievance has been resolved. (yes)	(no)
The Grievance has not been resolved and is being	submitted according to procedure to step #2.
GRIEVANT SIGNATURE	
IMMEDIATE SUPERVISOR SIGNATURE	
STEP #2. The grievance was not resolved in Superintendent.	step #1 and is being submitted to the District
Date Submitted/	
Response of Superintendent: Date	e of Response/
Signature of Superintendent	

Grievance Form continued
RESPONSE OF GRIEVANT:
I accept the response of the Superintendent and consider the grievance resolved. (yes) (no)
I reject the response of the Superintendent and submit the grievance to Step # 3.
SIGNATURE OF GRIEVANT:
Date of Response/
STEP # 3. The Grievance was not resolved in Step # 2.
Date submitted:/
RESPONSE OF BOARD OF EDUCATION PRESIDENT:
Data of Dagmanga
Date of Response/
Signature of Board President:

# Grievance Form continued

RESPONSE OF GRIEVANT:
I accept the response of the President of the Board of Education and consider the Grievance resolved. (yes) (no)
I reject the response of the President of the Board of Education and hereby submit the Grievance to the GEO to begin procedure of Arbitration explained in Article V of the Agreement.
Date of Response/
Signature of Grievant