

**AGREEMENT BY AND BETWEEN**

**EL PASO GRIDLEY COMMUNITY UNIT  
SCHOOL DISTRICT #11**

**BOARD OF EDUCATION**

**AND**

**EL PASO GRIDLEY EDUCATION  
ASSOCIATION**

**EL PASO, ILLINOIS**

**SEPT 2018 - AUG 2021**

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**ARTICLE I  
RECOGNITION**

- 1.1 The Board of Education of El Paso-Gridley Community Unit District #11, hereafter referred to as the “Board,” recognizes the El Paso-Gridley Education Association IEA/NEA, hereafter referred to as the “Association,” as the sole and exclusive negotiating agent for all regularly employed full- and part-time teaching certified staff, hereafter referred to as “Teachers,” except for the Superintendent, Building Principals, Dean of Students, non-instructional personnel, school psychologists, social workers, and all non-certificated staff. There shall be no individually bargained contracts. Any position created on a temporary or emergency basis shall be bargained with the Association.

Part-time Teachers shall be included in the bargaining unit and subject to the terms and conditions of this Agreement except that their salaries and benefits shall be based on their fractionalized employment status.

**ARTICLE II  
NEGOTIATIONS PROCEDURE**

- 2.1 Both the Board and the Association agree that it is their mutual responsibility to negotiate in good faith. Good faith negotiation is sincere consideration of proposals.
- 2.2 Should either party declare an impasse (defined as either party determining the assistance of a mediator to be necessary), the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide the services of a mediator.

**ARTICLE III  
NO STRIKE PROVISION**

- 3.1 During the term of this Agreement, Teachers shall not participate in a strike in whole or in part. Strike means a Teacher’s refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensations, rights, privileges or obligations of public employment.
- 3.2 During the term of this Agreement and during any period during which a successor agreement is being negotiated by the parties, the Board agrees that it will not lock out any bargaining unit member.

**ARTICLE IV**  
**TEACHER AND ASSOCIATION RIGHTS**

4.1 Personnel File

Each Teacher shall have the right, upon written request forty-eight (48) hours in advance, to review the contents of his/her personnel file during normal business hours and to place therein written reactions to any of its contents. A Teacher may copy all or part of his/her personnel records. An administrator shall be present during any Teacher inspection or copying of his/her personnel records. The personnel file may not leave the area designated by the administrator. The administrator will charge the Board-approved Unit District fee for duplicating. The Teacher also has the right to allow an Association representative to be present and/or review his/her records. If the Teacher disagrees with any information contained in the personnel record, that information may be removed or corrected when mutually agreed upon by the administrator and Teacher.

Disciplinary records may be reviewed and discarded upon mutual agreement by the Teacher and administrator. Contents of the personnel file shall not be divulged except as follows:

- A. A School District official in a need-to-know capacity.
- B. A specifically waived written notice as part of a written signed employment application with another employer.
- C. An order of disclosure to a party in a legal action or arbitration proceeding.
- D. Government agency request as a result of a claim or complaint, or as a result of a criminal investigation.

Prior to the distribution of a Teacher's personnel file to a third party, all disciplinary records more than four (4) years old will be discarded.

4.2 School Calendar

The Superintendent will invite the Association to submit its views and comments on a proposed calendar for the next school term prior to preparing the calendar and will consider such views and comments in formulating his/her recommendations for the Board's decision. If Teachers are required to work more than the minimum number of days prescribed for a school year by the State Board of Education, they shall be paid the fractional amount of 1/total number of State Board of Education prescribed days for each additional day. The Board and the Superintendent will accept input from the Association regarding the school calendar, but the final authority for the adoption of the school calendar rests with the Board of Education.

#### 4.3 Fair Share & Dues Deduction

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bon-a-fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

The above Fair Share is not subject to grievance.

#### 4.4 Meetings, Mail Boxes, School Business Equipment, School Bulletin Boards

The Local Association shall have the right, upon the approval of the Superintendent, to use the school building for meetings at a time when school is not in session, provided that such meetings do not interfere with instructional and/or extra-curricular programs.

All meeting areas shall be approved by the Superintendent. With the approval of the Superintendent, the Association shall be allowed reasonable use of school business equipment, except for the Superintendent's office equipment, provided that the use of said equipment does not interfere with instructional and/or extra-curricular programs. The Association shall purchase all supplies and materials used in the business of the Association. No school equipment will be used for political purposes.

The Association may use faculty mailboxes for announcements on behalf of its members.

The Association may use the bulletin boards in each building that are mutually agreeable locations for the purpose of internal communication.

#### 4.5 Comments on Changes in School Board Policies

The Superintendent or his designee will invite the Association to submit its views in writing with respect to any change in the Board of Education's Policy Manual, Teacher handbook, student handbooks, or parent handbook, affecting Teacher Rights and Responsibilities. Before recommending any such change, the Superintendent will consider Association views in formulating his/her recommendations to the Board prior to Board action. The final decision concerning the adoption of Board Policies rests with the Board of Education.

#### 4.6 Right of Representation

If a Teacher is required to appear before the Board concerning matters, which could affect the Teacher's continuing employment in the District, the Teacher shall be entitled to have a representative of the Association present. The Teacher shall receive written notice at least ten (10) days prior to the Board meeting.

#### 4.7 Complaints Regarding a Teacher or Coach

4.7.1 Any complaint deemed by the Building Principal or designated supervisor to justify investigation and/or subsequent action of any nature shall be written documentation and brought to the attention of the Teacher or coach involved. After the Teacher or coach has met with the complainant and if no successful resolution has been achieved, the Building Principal or designated supervisor will schedule a conference to assist the Teacher or coach in an attempt to resolve the issue involved in such complaint deemed by the Principal or supervisor to justify investigation and/or subsequent action of any nature.

- 4.7.2 When deemed appropriate by the Building Principal or designated supervisor, or requested in writing by the Teacher or coach, a conference between the complaining party and the involved Teacher or coach will be held. The Teacher or coach may, at his/her option have representation he/she desires at any conference held at which the Teacher or coach, Principal or supervisor, and complaining party are present.
- 4.7.3 No disciplinary action shall be initiated by the supervisor or Board of Education against the Teacher or coach based on such complaint until the following conditions have been met: a conference between the complaining party and Teacher or coach has occurred, and the action follows the principle of progressive discipline.
- 4.7.4 The complaining party shall have twenty (20) school days following the event in question, in which to register a complaint. If the complaint is in regards to an event that occurred more than twenty (20) school days from the registering of the complaint, the Principal or designated supervisor may choose to not investigate the complaint.

4.8 Progressive Discipline and Just Cause

- 4.8.1 In all disciplinary cases the principle of progressive discipline shall be applied. When disciplined, the Teacher must be notified in writing stating the reason for the discipline, except in cases of verbal warnings.
- 4.8.2 The Board of Education or designated supervisor shall not suspend, terminate, or otherwise discipline non-probationary employees except for just cause. In applying this provision the Employer agrees that it shall, when appropriate, apply the principle of progressive discipline.

**ARTICLE V**  
**TEACHER COMPENSATION, FRINGE BENEFITS**  
**AND EMPLOYMENT CONDITIONS**

5.1 Salary

5.1.1 Each Teacher shall receive an increase over his or her previous year's salary as follows:

2018-2019 3.0%  
2019-2020 3.0%  
2020-2021 3.0%

5.1.2 The beginning salary for a Teacher new to the District shall be as follows:

2018-2019 \$36,563  
2019-2020 \$37,660  
2020-2021 \$38,790

5.1.3 Any newly hired teacher with additional years of experience or educational qualifications beyond BS/BA shall be paid a salary corresponding to that of existing teachers with the same recognized experience and educational qualifications. In the event there is no existing teacher who has the same recognized experience and educational qualifications as a newly hired teacher, the newly hired teacher's salary shall be determined by interpolation, *i.e.* the salary shall give proportionate recognition to the recognized experience and educational qualifications. Salaries which are determined by interpolation will be shared with the Association.

5.1.4 In no event shall a full-time Teacher be paid less than any minimum salary set by State law.

5.2 Additional Education

5.2.1 Teachers shall receive an increase in salary of \$1250 for completion of the following levels of educational advancement: BS+8 and BS+16. Teachers shall receive an increase in salary of \$2500 for completion of the following level of educational advancement: MS.

5.2.2 Course hours will be counted, for salary increase as provided above, as of September 1 of the forthcoming year.

5.2.3 Pre-Master's degree:

All course hours shall be submitted to the Superintendent for prior approval. Prior to the attainment of a Master's degree, only graduate level courses from an accredited university or college in a content-area Master's degree program will be approved. The Teacher shall be fully reimbursed up to four (4) credit hours per year up to the ISU graduate credit hour rate upon completion of the course with a grade higher than a C. The Teacher shall be reimbursed for said hours' tuition costs within sixty (60) days of receipt of a paid tuition receipt and transcript. When a teacher is requested by an administrator to take a course, all expenses for taking that course (including materials and fees) will be paid for by the Board of Education.

Post-Master's degree:

All course hours shall be submitted to the Superintendent for prior approval. Post-Master's degree hours need not be part of a graduate degree program. The Teacher shall be fully reimbursed up to four (4) credit hours per year up to the ISU graduate credit hour rate upon completion of the course with a grade higher than a C. For the remainder of the Teacher's career at EPG, no more than eight (8) graduate hours beyond a Master's degree may be submitted to the Superintendent for tuition reimbursement. The Teacher shall be reimbursed for said hours' tuition costs within sixty (60) days of receipt of a paid tuition receipt and transcript. When a Teacher is requested by an administrator to take a course, all expenses for taking that course (including materials and fees) will be paid for by the Board of Education.

5.3 Payroll Installments

5.3.1 Each Teacher shall be paid on the basis of eighteen (18) installments unless a request is made to be paid over a period of twelve (12) months prior to September 1. If the employee desires to be paid over twelve (12) months, they must have the IRS election form on file with the district office prior to September 1 of each year.

5.3.2 All teachers shall have their check directly deposited.

5.3.3 If a regular pay date during the school term falls on a day when school is not in session, ACH deposits will be made on the last working day prior thereto.

#### 5.4 Shelter Teacher Retirement Contribution

In addition to each Teacher's salary, the Board shall pay on behalf of the Teacher the full amount of an Employer paid pension contribution to the Teachers' Retirement System pursuant to 40 ILCS 5/16-152, *et seq.*

In addition to each Teacher's salary, the Board shall pay such percentage as may be required by law on behalf of the Teacher to the Teacher Health Insurance Security Fund.

The Board will continue to pay to TRS from future established compensation schedules, on behalf of each Teacher, the required percentage of the Teacher's respective gross schedule earnings. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

#### 5.5 Sheltering Insurance Premiums

According to the authority granted under Section 125 of the Internal Revenue Code, Teachers who elect to shelter his/her portion of the premium contributions paid toward a family group insurance plan of the District may do so by completing the appropriate election form provided by the District. In the event that it becomes necessary for a Teacher to pay any portion of the premium paid toward an individual group insurance plan of the District, (see 5.7) the portion paid by the Teacher shall be sheltered, and this may be done by the Teacher completing the appropriate election form provided by the District.

The Teacher agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education shall not be responsible if there is failure of the above plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by an Internal Revenue ruling of opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violated the ruling or opinion. Any individual financial liability because of an adverse ruling by the Internal Revenue service shall be borne by the individual Teacher.

#### 5.6 Extra Curricular/Duty Pay Schedule

The extra-duty pay schedule shall be as set forth in Appendix B, which is attached to and incorporated into this Agreement. Extra-duty pay shall be added to the Teacher's salary and shall be paid in the paycheck each period unless a lump sum settlement has been mutually agreed to by the individual Teacher and the Superintendent. If the Teacher chooses the lump payment, he/she shall be paid on the first pay date of the next month following the last day of responsibility. Extra-duty assignments, as set forth in Appendix B, shall be mutually agreed upon between the administrator and the individual responsible for the voluntary extra-duty assignment.

If the sport or extra-curricular activity is dropped because of lack of participants at the beginning of the season, or activity, payments to the coach or sponsor will be canceled when notified of that sport or activity being dropped, or after Board action if required. If the sport or activity is dropped during the season, the coach or sponsor's salary will be paid in full.

#### 5.7 Employee Insurance

The Board will pay up to \$50 per month (\$600) annually of the individual premiums for a teacher enrolled in the district dental, vision and life insurance plans. The Board will pay up to \$558.33 per month (\$6,700 annually) in 2017-18 toward the cost of the PPO individual health insurance premium for a teacher enrolled in the district health insurance plan. If a Teacher chooses an HSA eligible plan through the district health insurance plan during 2017-18, the Board will fund the HSA individual deductible up to the difference between the premium cost and \$7,750. When two individuals teaching in the El Paso Gridley CUSD #11 qualify for and desire family or dependent coverage, the difference between the annual premium costs for said coverage and two (2) times an individual insurance annual premium will be deducted from one (1) of their salaries. For any part-time Teacher, the Board will prorate the dollar amount contributed by the district toward the health insurance plan chosen by the employee. The portion of the premium that the teacher pays for the insurance plan premium may be sheltered under a Section 125 plan if available (see 5.5).

All part-time Teachers employed by the El Paso-Gridley C.U.S.D. #11, who are eligible for either the District health plan or the TRS health insurance policy may choose to have their prorated part-time benefits applied to either of those policies.

During an approved leave of absence, a Teacher's insurance benefit will remain in force. The cost of the insurance benefit (from paragraph 1 above) will be paid by either the Board or Teacher respectively according to the terms of the approved leave of absence being paid or without pay.

If the insurance group is canceled by the carrier, negotiations will be reopened concerning the money the Board has budgeted for insurance that school calendar year.

#### 5.8 Employment Conditions

Building administrators will endeavor to develop tentative schedules for the next school year prior to the end of the school year.

### 5.8.1 Job Assignments

#### A. Voluntary Transfer

If internal applicants request a voluntary transfer, every reasonable attempt will be made to consider and interview the internal candidates before any external candidates. The District may commence its consideration of external candidates for a vacant position only after the Building Principal has considered all internal applicants for the vacant position.

Any Employee presently on tenure or eligible for continuing contractual service status in the coming school term may apply for transfer to a bargaining unit position, to the building where a vacancy exists. These requests shall be reviewed and evaluated by the Building Principal individually based on the following five (5) factors, in no order of priority: needs of the District, the Employee's work performance/evaluation(s), teaching experience, educational background and disciplinary action. The Employee must provide evidence of certification at the time the transfer is requested. If the Building Principal denies the request for transfer based on information relating to any of the five (5) factors, the building Principal, prior to making a final decision on the request for a voluntary transfer, will advise the Employee of those reasons and the Employee may respond to the reasons. If a transfer is denied, the Employee will be notified in writing of the reasons for his/her decision and based upon the five (5) factors enumerated above within five (5) working days of the position being filled.

#### B. Involuntary Transfer

Involuntary transfer means a change of the Employee from one position to another directed by the Administration rather than requested by the Employee. An involuntary transfer also occurs when there is a relocation of personnel within a building or to another building.

In the event circumstances force changes in the teaching assignments of certified staff, the administrator will attempt to notify the Teacher(s) involved as soon as the need is determined. If direct contact cannot be made in ten (10) days, a certified letter will be sent.

## **Procedures**

1. When it is necessary to transfer Employees, all qualified volunteers shall be considered first.
2. If no qualified volunteers emerge, the administration shall determine transfers in the best interest of the District.
3. Any Employee subject to an Involuntary Transfer shall have the right to:
  - a. written documentation of the rationale for the transfer
  - b. meet with the building administrator
  - c. meet with the building administrator and the Superintendent along with a representative of the Association to discuss the transfer.

### **5.8.2 Posting of Vacancies**

Posting of vacancies for any bargaining unit position shall occur within ten (10) working days of the Board's acceptance of a resignation or the creation of a new position, or by the opening of a position vacated by the death of an Employee. Posting will be made via email. A vacancy will be posted internally and externally for at least five (5) working days before the interview process begins and the position is consequently filled, except in an emergency.

### **5.8.3 Instructional Load**

The District will provide each Teacher at least one and one-half (1 1/2) preparation periods each day, equal to the length of one and one-half (1 1/2) common class periods in the building, or grade level where the primary teaching assignment takes place.

#### **B. Departmental Assignments**

A Teacher whose major responsibility is teaching subjects that require specific subject area certification, and is scheduled on specific building-wide time allotments or periods, is considered as having departmental assignments.

1. Teachers with departmentalized assignments in buildings with eight (8) regular class periods per day (including Special Education Teachers in grades 7 through 12) shall be assigned a maximum of six (6) instructional periods, not including supervisory assignments, and a maximum of five (5) separate and distinct preparations.
2. In the event it becomes necessary to assign an additional instructional class period to a Teacher, that Teacher will receive an additional stipend of 1/8 of his/her current annual salary, or 1/6 of his/her current annual salary if the additional class adds an additional prep for that Teacher. The stipend will be prorated accordingly if the assignment is less than a full year.

### C. Non-departmental Assignments

Teachers with self-contained classrooms, Teachers providing specialized educational support services, and/or Teachers providing instruction in a specific subject area in a self-contained setting, as their major assignment, are specifically exempt from paragraphs 5.9.3.A-B above. Teachers within this group of non-departmental assignments shall have preparation time during the following activities: computers, keyboarding, library, music, band, recess, art, life skills, etc. These Teachers may, with the approval of the Building Principal, exchange teaching assignments of particular subjects or groups of students with other Teachers. This is not to be construed as departmentalizing the subjects, nor does it diminish the primary responsibility of each Teacher for the educational program of his/her assigned classroom.

Teachers, who are part-time, will be granted preparation time in accordance with the portion of the school day they are employed, and the nature of their teaching assignments.

Teachers, whose responsibilities fall outside the normal time schedules, will be granted preparation time equivalent to that stated in the previous paragraph. These Teachers are responsible for arranging that portion of their schedule in consultation with, and the approval of, the Building Principal.

#### 5.8.4 Work Day

Certified staff workday will be eight (8) hours in length. Teachers may begin between 7:30 and 8:00 A.M. and end their workday between 3:30 and 4:00 P.M. Administration will attempt to inform faculty of all meetings scheduled either before or after school in order that Teachers might plan their workday accordingly.

In the event a Teacher has a contractual or assigned evening/night duty requiring his/her presence, that Teacher will be permitted to leave his/her duty station at 3:30 P.M. providing the Principal has been notified, and has given his/her permission.

The Principal or Superintendent may, on occasion, permit a Teacher to leave the premises earlier than the designated time.

There shall be no harassment and/or isolation by the Board or Teachers' Association to those who remain at their posts longer than the designated duty time, either of their own volition or at the request of the administration.

Teachers not on a regular schedule shall meet all the obligations of Teachers on the regular schedule. These Teachers shall be expected to be at their duty station for the same period of time as those Teachers who are on a regular schedule. The Building Principal may give permission for Teachers to leave the premises during their plan periods.

The Building Principal or designee will secure a substitute Teacher when a certified staff member is absent. If in special circumstances, it is necessary to assign a regularly employed Teacher as a substitute during his/her preparation period or regular class duty, or to teach a double class, the Teacher shall receive \$20.00 per class period.

Teachers who are asked to work outside the regular school day may be compensated by the district after joint approval by the administration and EPGEA. This additional work may include, but is not limited to, preparation for staff workshops and district pre-approved after school programs. The administration, teacher, and EPGEA will agree to the number of hours to be compensated prior to such activity. The teacher will be compensated at the rate of \$25.00 per clock hour for such work.

#### 5.8.5 Extended Contracts

The Board shall annually notify the Association and any affected employees no later than May 31 of any extended contract assignments for the upcoming school year.

#### 5.9 Employment Incentive

Employment incentive for hard to fill positions may be considered up to ten percent (10%) of the base pay, for one (1) year, with the cooperation of the Association. This incentive will not be considered part of the Teacher's salary for purpose of setting future salary.

#### 5.10 Surveillance

The purpose of video surveillance/entry access equipment is to secure the buildings. The purpose of video surveillance/entry access equipment is not to evaluate the performance of Employees or to monitor their behavior, conduct, schedule or work load.

Video surveillance shall primarily occur in common areas including, among others, hallways, parking lots, grounds, cafeterias, and gymnasiums. Signage will be displayed externally to provide notification of the presence of the video surveillance. Video surveillance equipment will not be utilized to observe Employee performance before, during, or after school hours or otherwise be accessed as documentation in the Employee evaluation process.

Data from the video surveillance/entry access equipment may be reviewed by the District's administrative personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving an Employee will be limited to appropriate administrative personnel and police liaison officers. Such review will take place in the office of one of the parties listed above. If the review of data inadvertently reveals alleged incidents of Employee misconduct, the following process will be followed:

- A. The Employee and the Association will be notified in writing if the District intends to investigate the alleged Employee misconduct incident.

- B. The Association representative or the Employee's representative may review the data depicting the alleged Employee misconduct prior to the implementation of any disciplinary action.
- C. The Employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the Employee declines representation.
- D. Any discipline that may be imposed against the Employee as a result of the misconduct investigation shall be in accordance with the applicable provision in this Agreement.

Data from video surveillance/entry access equipment may be stored for up to sixty (60) calendar days unless there is written documentation indicating a cause to believe that such data would document a criminal or security incident. In the event that documentation involving an Employee is kept for more than sixty (60) calendar days, the Association President must be informed in writing of the data to be kept and the purpose of keeping said data, and must be notified in writing when said data is destroyed.

At the time any video surveillance/entry access equipment is activated in each school building, all Employees of the building shall be individually informed in writing of the use of video surveillance equipment. All new Employees shall be notified in writing of the use and placement of the video surveillance equipment as a part of Employee orientation.

Video surveillance monitors shall be placed in a secured location so as to limit viewing by the public or other visitors, but in such place that can be easily accessed by the office staff and administration. Teachers shall be allowed access to view video surveillance monitors in a mutually agreed upon location.

#### 5.11 Reimbursement for Travel

All bargaining unit members shall be reimbursed for travel expenses at the current District rate for all approved mileage necessary to perform their classroom duties.

All bargaining unit members required to travel between Gridley and El Paso during the regular work day shall be allowed adequate time to relocate and travel safely in addition to above mileage reimbursement. A system will be created to track travel days and mileage.

The Superintendent and the President of the Association shall review the time demands for travel prior to the beginning of each school year.

A bargaining unit member may request a review of his/her schedule by the Superintendent and the President of the Association during the first fifteen (15) school days of each semester or after any schedule change. Adjustments may be made for special assignments.

Such travel time for the bargaining unit member shall not be counted as either duty-free lunch or preparation time.

5.12 Limitation on Creditable Earnings

The purpose of this section entitled “Limitation on TRS Creditable Compensation” is to avoid to the maximum extent possible any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of a teacher’s TRS, or any Board or District liability to fund any portion of a teacher’s TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for full TRS annuity without reduction by reason of age or years of service, as provided in 40 ILCS 5/16-133, within 5 years of the end of the school year in which the compensation is earned.

No teacher’s creditable TRS earnings from employment in this School District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall increase from one school year to the next by more than 3% or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher’s retirement annuity, or result in any District or Board-paid penalty or fee to TRS. If the percentage amount which triggers any obligation for the District or Board to pay additional amounts to cover all or part of a teacher’s retirement annuity or cover any Board or District paid penalty or fee to TRS increases or decreases, then the maximum of the teacher’s creditable TRS earnings from employment in this School District shall similarly increase or decrease, as the case may be, so so as to avoid any Board or District paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher’s TRS creditable earnings would increase by more than 3%, or any such lesser amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any years over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

6.1 Definitions

6.1.1 A grievance is a claim by the Association, a Teacher, or group of Teachers involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

6.1.2 All time limits shall consist of school days, except that when a grievance is submitted less than twenty (20) days before the close of the current school term, time limits shall consist of all weekdays.

6.1.3 Nothing contained herein shall be construed as to limit the right of any Teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

## 6.2 Procedure

The parties hereto acknowledge that it is usually most desirable for a Teacher and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the Teacher, a grievance may be processed as follows:

- A. The Association and grievant shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide to the grievant and the Association a written answer to the grievance within twenty (20) days after the receipt of the grievance.
- B. If the grievance is not resolved at Step A, the Association and the aggrieved may refer the grievance to the Superintendent within twenty (20) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within twenty (20) days of his receipt of the appeal. Within twenty (20) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response.
- C. If the grievance is not resolved at Step B, the Association and the aggrieved may refer the grievance to the Board of Education within twenty (20) days after the receipt of the Step B answer. The Board shall arrange for a meeting to take place within thirty (30) days of their receipt of the appeal. Within twenty (20) days of the meeting, the grievant and the Association shall be provided with the Board of Education's written response.
- D. If the Association is not satisfied with the disposition of the grievance at Step C or the time limits expire without the issuance of the Board of Education's written reply, the Association and the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step C answer, then the grievance shall be deemed withdrawn.
  1. Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which has not previously been disclosed to the other party.
  2. The authority of the arbitrator shall be strictly limited to deciding the issues presented to him/her by the School District and the Association, and his/her decision must be based upon his/her interpretation of the meaning or application of the expressed relevant language of this Agreement.
  3. Each party shall bear the full costs for its representation in the grievance procedure.

4. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.
  5. Each party shall share equally the cost of the arbitrator and the AAA.
- E. Failure of a Teacher or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
  - F. Any investigation, handling, or processing of any grievance by the grievant or the Association shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted. However, the grievant will be permitted a released day up to a maximum of one (1) day to consult with an Association representative to process the grievance. The grievant shall reimburse the Board of Education for such day used. It will be the obligation of the grievant to reimburse the Board of Education the current cost of a substitute's salary before the next pay period. A minimum of twenty-four (24) hours' notice should be given to the Superintendent.
  - G. Step A of the grievance procedure may be bypassed and the grievance brought directly to step B if mutually agreed upon by the Teacher and the Superintendent.
  - H. Class grievances involving one (1) or more Teachers or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step C.
  - I. The Board acknowledges the right of the Teacher to have a local Association representative present at Step A, Step B, Step C and Step D. No Teacher shall be required to discuss any grievance if the Association representative is not present.
  - J. No reprisals shall be taken by the Board or the administration against a Teacher because of his/her participation in a grievance.
  - K. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 6.2.A-D.
  - L. All records related to a grievance shall be filed separately from the personnel file of the Teacher.
  - M. A grievance may be withdrawn at any level without establishing precedent.
  - N. If the Association or any Teacher files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.

**ARTICLE VII**  
**LEAVES**

7.1 Sick Leave

Each Teacher shall be entitled to the following number of sick days per year based on the number of years taught in the District:

- A. 0 - 19 years taught in the District, twelve (12) sick leave days per year
- B. 20 or more years taught in the District, twenty (20) sick leave days per year.

Sick leave shall accumulate up to a maximum of three hundred fifty (350) days including the leave of the current year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or providing care for another. Use of sick leave may be for bereavement purposes.

7.2 Personal Leave

Teachers will be allowed two (2) days for personal leave with full compensation.

7.2.1 Such leave may be accumulated to three (3) days. Days accumulated beyond three days will be transferred to the Teacher's accumulated sick leave. On July 1 of each school year full days of such leave not used during the preceding school term will be added to the Teacher's accumulated paid sick leave, not to exceed the maximum number of sick leave days specified in 7.1.

7.2.2 At least one (1) day (but as much notice as possible) prior notice must be given to the Principal or Superintendent, unless an emergency situation warrants less time.

7.2.3 No days may be used immediately before or immediately after a holiday unless prior approval is granted by the Principal or Superintendent. Prior approval is not necessary in emergency situations. Holiday is defined as a school break of two (2) or more consecutive school days.

7.2.4 Such personal leave may not be used in increments of less than one-half (1/2) day at a time;

7.2.5 During the first week and the last week of the school year personal leave days can only be used for personal activities that cannot be conducted at other times and will only be granted by special advance written permission of the Principal or Superintendent. He/she retains the prerogative to approve or disapprove all such requests.

7.2.6 As a general rule normally no more than two (2) Employees per building may be granted personal leave for the same day.

### 7.3 Jury Duty

A Teacher serving on a jury during his scheduled working hours shall receive his full compensation for the time served on the jury.

### 7.4 Association President Leave Day

The Association President shall be granted President Leave in accordance with the following provisions:

- A. The Association shall submit a written request for such leave at least seven (7) days in advance of the commencement of the leave.
- B. The granting of such leave shall be subject to the Superintendent's determination that the President's absence will not impair the quality of classroom instruction.
- C. The maximum number of Association President Leave Days in any school year shall be two (2).
- D. Prior to taking a President Leave Day the Association shall reimburse the Board for each such day the current cost of a substitute Teacher.
- E. President Leave Days are not to be deducted from the Association President's personal leave days.

### 7.5 Professional Leave

Teachers may be allowed to attend professional conferences, meetings, or workshops which are directly related to their classroom teaching, certificate renewal plan, or extra-curricular assignments when, in the judgment of the administrator, the School District will profit from the Teacher having attended the conference, meeting, or workshop. The administrator will approve or disapprove all requests within ten (10) days of his/her receipt. Such leave shall be subject to the following conditions:

- A. Two (2) professional leave days per year will be given each Teacher with full pay if requests adhere to criteria listed in above paragraph. These days will be non-accumulative. Additional days may be requested, and approval is at the administrator's discretion.
- B. Reimbursement
  - 1. Registration fees will be paid by the District for all approved professional leave days not to exceed a total of \$350.00 per Employee per year for approved days will be paid by the District.

2. The District will reimburse the Teacher who drives for his/her mileage to and from the approved professional conference, meeting, or workshop at the Unit District's standard mileage rate to be set annually by the Board of Education.
  3. In case of more than one Teacher attending an approved professional conference, meeting, or workshop, the District shall only be responsible for mileage costs of one automobile.
  4. As a general rule, no more than two (2) Teachers may be granted professional leave for the same day.
  5. If a two (2) day conference, meeting, or workshop is approved, mileage for two (2) round trips will be reimbursed.
  6. The written request to attend a professional conference, meeting, or workshop must be received by the administrator from the Teacher at least seven (7) days prior to the scheduled professional conference, meeting, or workshop. This seven (7) day prior notice requirement may be waived by the administrator.
- C. When a Teacher is requested by an administrator to attend a professional meeting, all expenses for attending the meeting will be paid for by the Board of Education.

#### 7.6 Sabbatical Leave – Professional or Personal Leave

A sabbatical leave may be granted after an Employee has five (5) or more years of continuous full-time service in the District.

- A. The leave shall be for a maximum of up to one (1) year without pay.
- B. An approved leave of absence guarantees an Employee a position in the District for the following school year, in relation to his/her seniority, but the rules governing reduction-in-force will still apply to the individual (refer to Section 9.3 D). The granted leave of absence is not a guarantee to the same assignment as held prior to the leave.
- C. An Employee, on Board approved leave of absence, will be permitted to retain his/her current insurance coverage. The premium for insurance coverage will be paid by the Teacher.

- D. A request for sabbatical leave, for the following school year, shall be submitted in writing to the Board no later than May 1 of the current school year. The Employee on leave shall also notify the Board in writing by February 1 of the leave year of his/her intent to return to the District for the next school year. If the Employee does not intend to return, the notification to the Board shall be made in the form of a written resignation. Exceptions to these deadline dates will be considered on an individual basis with no guarantee of an approved leave or continued employment if the Employee does not adhere to the deadline dates.

## **ARTICLE VIII TEACHER EVALUATION**

- 8.1 The parties agree that the purposes of evaluation are to improve the quality of instruction and to determine Teacher effectiveness for re-employment purposes. The parties further recognize the importance and value of the following procedures for assisting and evaluating the progress of all Teachers.
- 8.2 The classroom teaching performance of all Teachers shall be evaluated within the guidelines of the El Paso-Gridley Unit #11 Professional Staff Evaluation Plan, submitted to the state and approved by the Association and Board. Said plan is attached to this document as Attachment A.
- 8.3 Within ten (10) school days after the beginning of each school year, Teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.
- 8.4 Results of the formal classroom observations provided for in Section 8.2 above shall be in writing, with a copy to be given to the Teacher, and shall be preceded by an in-class observation of the Teacher's performance.
- 8.5 The evaluator shall have a meeting with the Teacher within twenty (20) school days following classroom observation and prior to submission of the written or oral evaluation report to the Superintendent and/or Board.
- 8.6 The Teacher shall have the right to submit a written explanation or other written statements regarding any evaluation for inclusion in his/her personnel file.
- 8.7 Nothing contained herein shall limit the right of the administration to evaluate a Teacher's performance of assigned duties during the regular school day. Any such observations, which are to be used to evaluate the Teacher, shall be reduced to writing and discussed with the Teacher prior to being placed in the Teacher's personnel file.
- 8.8 Agreeing to the procedures delineated above does not limit the right of management to utilize informal observations, insubordination, or other evaluative criteria for considering competency of any Employee.
- 8.9 Any grievance filed relative to this article shall be limited to violations of the specific procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments, decisions to re-employ or not re-employ, or personalities shall not be grievable.

**ARTICLE IX**  
**REDUCTION IN FORCE**

- 9.1 The Board reserves the right to reduce the number of staff members when, in its judgment, the best interest of the District shall be served by such action. The Board shall follow the School Code when conducting a reduction in force.

A joint committee composed of equal representation selected by the Board and Association shall meet no later than December 1<sup>st</sup> annually, for the purposes set forth in the School Code. The joint committee must reach agreement on a change in the criteria for inclusion in a grouping on or before February 1<sup>st</sup> of a school year in order for the agreement of the joint committee to apply to the sequence of dismissal determined during that school year.

- 9.2 Each year the Board shall establish a sequence of honorable dismissal list categorized by positions and groupings as required by the School Code.

9.3 Recall Rights

If a position(s) becomes available within two (2) calendar years after the date that notification of a reduction in force is sent to a Teacher(s) in Groupings 3 or 4 by the Board, the position(s) becoming available must be offered to such teachers in the inverse order of dismissal. If the Board has any vacancies within the period from the beginning of the following school term through February 1 of the following school term, and the position(s) has or have not been filled as provided above, then the position(s) thereby becoming available must be offered to a Teacher in Grouping 2 if such Teacher is qualified to hold the position(s) and was in Grouping 2 due to one "Needs Improvement" rating on either of the Teacher's last two performance evaluation ratings, if the other performance evaluation rating is either "Proficient" or "Excellent."

Failure to respond within seven (7) business days after the mailing of the Board's letter to 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 rights of recall hereunder.

**ARTICLE X**  
**TERMS OF AGREEMENT**

10.1 Savings Clause

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

10.2 Duration

This Agreement shall be effective September 1, 2017 and shall remain in effect until September 1, 2018.

10.3 Distribution of Contract

Upon initial hiring of all Teachers to the District, each Teacher shall be given a copy of this document. Within fifteen (15) calendar days after this Agreement has been ratified by both the Board of Education and the Association, sufficient copies of this Agreement shall be provided at the expense of the Employer and presented to the Association for distribution to each bargaining unit member now and hereafter employed.

This Agreement is signed this 20th day of August, 2017.

In Witness Whereof:

For the El Paso-Gridley  
Education Association

For the Board of Education  
El Paso-Gridley Community Unit  
School District # 11

\_\_\_\_\_  
Lead Negotiator

\_\_\_\_\_  
President

\_\_\_\_\_  
Spokesperson

\_\_\_\_\_  
Secretary

**APPENDIX B  
RANGE OF PERCENTAGES  
FOR  
EXTRA-CURRICULAR / DUTY ASSIGNMENTS**

<u>Assignment</u>	<u>% of FY18 Base Salary</u>	
	<u>Minimum</u>	<u>Maximum</u>
UNIT-		
Athletic Director-High School	10	20
Athletic Director-Jr. High	10	20
High School-		
Football-Head	10	20
Football-First Asst.	6	12
Football-Second Asst.	5	12
Basketball-Boys-Head	10	20
Basketball-Boys-Asst.	6	12
Basketball-Girls-Head	10	20
Basketball-Girls-Asst.	6	12
Volleyball-Head	10	20
Volleyball-Asst.	6	12
Wrestling-Head	10	20
Wrestling-Asst.	6	12
Softball-Head	10	20
Softball-Asst.	6	12
Baseball-Head	10	20
Baseball-Asst.	6	12
Track-Head	10	20
Track-Asst.	6	12
Cross Country-Head	10	20
Golf-Head	10	20
Golf-Asst.	6	12
Cheerleading-Head	6	12
Band Director	6	12
Band (Jazz, Marching, Pep)	6	12
Chorus Director	6	12

**APPENDIX B (CONT.)**  
**RANGE OF PERCENTAGES**  
**FOR**  
**EXTRA-CURRICULAR / DUTY ASSIGNMENTS**

<u>Assignment</u>	<u>% of FY18 Base Salary</u>	
	<u>Minimum</u>	<u>Maximum</u>
Show Choir	6	12
Musical (per person-max 2 people required)	3	5
Play (per person-max 2 people required)	3	5
Captains	4	6
Scholastic Bowl	5	7
Student Council	5	7
FFA Sponsor	4	6
Yearbook	6	12
FBLA	4	6
Class Sponsor (per person – max 3 people per class)	1	2
Key Club	4	6
<b>Junior High</b>		
Basketball-Boys-Head	6	15
Basketball-Boys-Asst.	5	10
Basketball-Girls-Head	6	15
Basketball-Girls-Asst.	5	10
Volleyball-Head	6	15
Volleyball-Asst.	5	10
Baseball-Head	6	15
Softball-Head	6	15
Track-Boys-Head	6	15
Track-Girls-Head	6	15
Cross Country	6	15
Wrestling-Head	6	15
Cheerleading	4	6
Band Director	5	10
Chorus Director	5	10
Show Choir	5	10
Scholastic Bowl	3	7
Student Council	3	7

**APPENDIX B (CONT.)**

**RANGE OF PERCENTAGES  
FOR  
EXTRA-CURRICULAR / DUTY ASSIGNMENTS**

<u>Assignment</u>	% of FY18 Base Salary	
	<u>Minimum</u>	<u>Maximum</u>
Grade School		
Sixth Grade Student Council	1	2
Other		
Bus Chaperone*		\$25.00 per session
*Certified Staff outside of school day		
Assistant coaches when warranted (\$35.00 per session/\$1,500.00 maximum per individual per each activity)		