



AGREEMENT

Between

GIBSON CITY-MELVIN-SIBLEY C.U.S.D. #5

BOARD OF EDUCATION

and

Education Association

2015-2016

Through

2017 - 2018

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NEGOTIATIONS AGREEMENT

Preamble

The Board of Education, hereinafter referred to as the Board, and the Gibson City-Melvin-Sibley Education Association, hereinafter referred to as the Association, recognize their dual responsibility to the patrons and students of the District. This responsibility is to provide the best possible education for the students of this district within the resources of the community. It is recognized that in order to effectively discharge this responsibility, there must be consultation and cooperation between the Board, the administrative staff, and the members of the teaching staff. It is further recognized that relationships must be established and maintained based upon a common interest and the concept of education as a public trust and as a professional calling. We can best achieve our common interest and the concept of education as a public trust and as a professional calling. We can best achieve our common responsibility through utilization of the training, ability, experience and judgment of each other in planning and in making decisions that involve matters pertaining to salaries, welfare, and working conditions and which affect the quality of the education program offered to the students of Gibson City-Melvin-Sibley Community Unit School District No. 5.

ARTICLE I

RECOGNITION

Section 1 - Recognition

The Board of Education recognizes the Association as the sole representative in negotiations for the teaching staff of Gibson City-Melvin-Sibley Community Unit School District No. 5.

Section 2 - Teachers' Responsibility

The Board of Education recognizes that teaching is a profession. The Gibson City-Melvin-Sibley Education Association is an organization made up of professional membership with professional goals and ideals.

Section 3 - Board's Responsibility

The Association recognizes the legal responsibility of the Board of Education to adopt policies and for the operation of the district.

Section 4 - Good Faith

Both the Board and the Association recognize their authority and duty to bargain collectively. Collective bargaining is the performance of the mutual obligation of the Board and the Association to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment, and to execute a written contract incorporating any agreement reached by such obligation, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.

4.2 Salary is remuneration for services performed.

4.3 Welfare and Working Conditions are conditions of employment which affect the health, safety, happiness and general well being of the teacher while performing his/her duties-- salary, fringe benefits, hours, leaves, physical environment (facilities) and general atmosphere.

Section 5 - Teaching Staff

The teaching staff shall include all regularly employed full and part-time classroom teachers, librarians, counselors, and District Technology Coordinator.

Regularly employed part-time teachers, librarians, and counselors shall be included in the bargaining unit but their salaries and benefits shall be based on their fractionalized employment status. If an employee is regularly employed for thirty (30) hours or more per week, the Board shall pay the full amount for health insurance benefits as it pays a full-time employee (as stated in Section 1 of Article IX of the Agreement). If an employee is regularly employed for less than thirty (30) hours per week, the Board shall not contribute towards an individual insurance policy and the employee shall not be eligible for the District's group insurance.

Section 6 - Right of Membership

It is further recognized that teachers have the right to join or not to join any organization for their professional or economic improvement. Membership in any organization shall not be required as a condition of employment.

Section 7 - 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.

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

ARTICLE II
GRIEVANCE PROCEDURE

1. Definitions

- A. Any claim by the Association, teacher, or group of teachers that there has been a violation, misrepresentation, misapplication of the terms of this Agreement.
- B. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before that close of the current school term, time limits shall consist of all weekdays. Time limits may be extended by mutual agreement.
- C. This procedure will be in effect for acts committed during the current contract year.

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 Association, a grievance may be processed as follows:

- A. The Employee or the Association shall present the grievance in writing to the immediately involved supervisor within 45 days from the occurrence of the event giving rise to the grievance. Within ten (10) days after the filing, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- B. If the grievance is not resolved at Step A, then the grievant or the Association may refer the grievance to the superintendent or official designee within ten (10) days after receipt of the step A answer. The superintendent shall arrange with the Association representative or the employee for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association and the employee shall be provided with the superintendent's written response, including the reasons for the decision.
- C. If the Association or the employee is not satisfied with the disposition of the grievance at step B, then the Association or the employee may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty-five (25) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.
 - 2.1 Neither the Board nor the Association or the employee shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party, unless presented as rebuttal argument/evidence.
 - 2.2 The arbitrator shall have no power to alter the terms of the agreement.

- 2.3 Each party shall bear the full cost for its representation in the grievance procedure.
- 2.4 If the Association or the employee and the superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 2.5 If any party requests a transcript of the proceedings, that party shall bear full cost for the transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the parties.
- 2.6 The parties share equally the cost of the arbitrator and AAA.
- 2.7 If the superintendent and the Association or the employee agree, a grievance may be submitted directly to arbitration.
- 2.8 Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step B.
- 2.9 The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. An employee may, but shall not be required to discuss any grievance if the Association's representative is not present.
- 2.10 When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views beginning at Step B of the Grievance procedure.
- 2.11 Both parties shall cooperate with each other within the parameters established by law as they pertain to the investigation of a grievance.
- 2.12 No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.
- 2.13 Should the arbitration process of a grievance require an employee or Association representative to be released from his/her regular assignment, the employee or Association representative shall be released without loss of pay or benefits.
- 2.14 All records related to the processing of a grievance shall be filed separately from the personnel files of the employees.
- 2.15 A grievance may be withdrawn at any level without establishing precedent.
- 2.16 If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step. Failure of the employee or the Association to act on any grievance within the prescribed

time limits will result in the grievance being dropped.

ARTICLE III

EMPLOYMENT CONDITIONS

Section 1 - Preparation Periods

Each teacher will have a minimum average conference and/or preparation time of 40 minutes or one class period daily, whichever is greater. Grade level/team teachers shall have input on any meetings called during preparation periods by the principal.

Section 2 - Leaving Building During Preparation Periods

Teachers leaving their building during their preparation time must sign out in the principal's office upon leaving and sign in upon returning. This will be done if the reason for leaving the building is for school business or a school related matter. The building principal may restrict a teacher's privilege to leave the building during preparation time. Teachers who wish to leave their building during their preparation time for personal reasons must be given permission to do so by the building principal or his designee.

Section 3 - Work Day

The regular workday for all teachers shall be no longer than seven and one-half consecutive hours except for the following:

- A. Meetings scheduled by the Principal and/or Superintendent
- B. Open House and/or Meet the Teacher Night (additional school related gatherings require consensus of the staff)
- C. Scheduled parent/student/teacher conferences
- D. After-School Detention Duty
- E. Emergency situations that endanger student welfare and safety as determined by the Superintendent.

Teachers who have extra-curricular assignments shall be required to remain past the regular workday to perform these duties.

Section 4 - Professional Development Opportunities

It is the policy of the Gibson City-Melvin-Sibley Board of Education to encourage staff members to become knowledgeable regarding new developments in their fields and to use new and improved methods in their teaching.

To help facilitate professional development and in-service activities, the Board of Education will provide certified staff members with released time through early dismissals periodically throughout the course of the school year. Staff members are encouraged to submit their requests through the Building Principals and the Superintendent of Schools. The Superintendent has the responsibility to carry the jointly planned requests to the Board of Education for approval. The Board shall retain the authority to accept or reject the advisory

input from the Association regarding in-service activities.

Section 5 - Duty Free Lunch

All employees shall have a duty free lunch period of not less than thirty (30) minutes. Any time over 35 minutes will be considered preparation time.

Section 6 - Conflict of Interest

No employee shall use his or her position in the Gibson City-Melvin-Sibley Community Unit School District to influence parents or pupils of the District to purchase books or other merchandise, except for materials approved by the Superintendent's office for use in the classroom.

Section 7 - Requisition of Supplies

Each employee shall be given the opportunity to submit annual requisitions for instructional materials, supplies & equipment for the next school term in accordance with procedures established by the Administration. Requisitions shall not be due from the employee prior to April 1.

Section 8 - Teacher Absence

All employees shall give reasonable notice to their immediate building principals or supervisors by telephone or otherwise, of their intended absence from their duties and responsibilities due to illness, injury or disability, in order that supervisors may have sufficient time to acquire an adequate substitute. The regular classroom teacher shall report to the building principal the expected time of his or her return to duty. Under no circumstances shall the teacher make an arrangement of his or her own substitute to take care of his or her proposed absence.

Section 9 - Professional Growth

This unit district is interested in the selection and retention of teachers who continue to grow professionally. Therefore, the school authorities urge each teacher to give serious consideration to additional professional training and to the affiliation with and work in professional organizations.

Section 10 - Physical Examinations

Before reporting to duty, every newly appointed certificated employee shall have a physical examination. The results of which shall be recorded on a standardized form supplied by the Board of Education. This examination shall be at the expense of the employee.

The Board of Education reserves the right to require a medical examination of a certified employee. An employee may exercise one of the options below:

1. The employee may choose the physician and pay for the expense of the examination.
2. The Board may specify the doctor and pay for the cost of the medical examination.
3. If the Board requires a second opinion, it will specify the doctor and pay the expense of the medical examination.

Section 11 - Notification of Assignments

The Administration will give to all teachers written notice of their tentative teaching assignment describing the subject matter and class level to be taught in the forthcoming year on or before July 1. If an emergency arises as determined by the Administration that necessitates a change in the teacher's assignment, the teacher shall be given written notice of said change at least 72 hours in advance of when the assignment is to take effect.

Any response of the teacher to said change shall be in accordance with the Illinois statutes and the present Board policy on "resignations".

Section 12 - Voluntary Transfers

Any teacher may apply for a vacant position in the District. Such application shall be in writing and given to the Superintendent. Seniority and teaching experience in the subject area shall be considered only if all other qualifications and factors are considered to be equal. The Board of Education and Administration shall consider such applications but shall not be restricted in its hiring practices when filling such vacancies. If the administration denies a request for a voluntary transfer, the reason for the denial shall be provided to the employee in writing, prior to the vacancy being filled. The Board of Education's decision to fill a vacancy is not subject to Article II – Grievance Procedure.

Section 13 - Involuntary Transfers

Any involuntary transfer of a teacher from one building to another shall require prior approval of the Board of Education.

Section 14 - Vacancy Notices

When a vacancy arises during the regular school year, the superintendent or designee shall email staff and post such vacancy notices in all teachers' lounges. During the summer months when school is not in session, the Superintendent shall email to staff or send by mail to the last known address of the Association President written notice of all teaching and administrative vacancies that occur during the summer months provided the Association provides the necessary self-addressed, stamped envelopes.

Prior to a public announcement, the administration shall notify all applicants of the District by mail, telephone call, by private meeting, or email, the administration's decision to recommend or to not recommend the applicant to the Board of Education for a vacant position.

Section 15 - Summer School Teaching

The superintendent shall post in each building, notices of vacancies for summer school teaching positions. Except for an emergency, no position may be filled before five (5) days after posting.

Section 16 - Inclusion

The Board will endeavor to provide periodic training for regular education teachers in addressing Special Education problems and concerns.

The Board of Education shall endeavor to provide collaborative time, not to exceed three class periods per semester, and no more than one class period per student, with a Special Education resource person as deemed necessary by the administration and regular education teacher.

Section 17 - Waiving School Code

Should the Board of Education determine to apply to the State Board of Education for a waiver of an otherwise mandated program or curricular item, and said waiver, if granted, will affect the employment, compensation, or working conditions of a teacher covered by the collective bargaining agreement, the Board shall give notice to the Association 30 days before making the application. During this 30-day period, the parties shall bargain the impact of said waiver.

Section 18 – Parent/Teacher Conferences

The Board agrees to provide an early dismissal day on each school day when parent/teacher conference is being held that evening.

Section 19 – Orientation of Employees

New Employees are required to attend an orientation before the beginning of the school year. The orientation will be scheduled by the administration, and no compensation will be required.

ARTICLE IV

IN-SERVICE AND PROFESSIONAL IMPROVEMENT

Section 1 - Teacher Exchange

In an effort to better acquaint the teachers of the District with situations involving innovative instruction, exchanges with teachers from other schools exemplifying such programs may be made available. Details for these exchanges will be worked out with the teacher or teachers involved and the Principal and forwarded to the Superintendent for approval. The Board of Education will provide expenses only for local personnel.

Section 2 - Course Requirement - Beyond Bachelor's Degree

A teacher may be requested to take work beyond the Bachelor's degree when, in the judgment of the Superintendent and Principal, it is necessary for needed improvement. If the teacher agrees to take the course(s), the teacher will be paid:

2.1 - Full tuition if a grade of "A" is earned.

2.2 - Three-quarters (75%) of tuition if a grade of "B" is earned.

This does not constitute a continuing increment and is paid only at the time of the credit being earned.

Section 3 - Course Requirement - Beyond Master's Degree

A teacher may be required to take work beyond the Master's degree when in the judgment of the Superintendent and the Principal it is necessary for needed improvement. If the teacher agrees to take the course(s), the teacher will be paid:

3.1 - Full tuition if a grade of "A" is earned.

3.2 - Three-quarters (75%) if tuition if a grade of "B" is earned.

This does not constitute a continuing increment and is paid only at the time of the credit being earned.

Section 4 - Reimbursement

A teacher who wishes to earn credit towards or beyond the Master's degree in the field of teaching will upon prior approval of the Superintendent be reimbursed 50% of the tuition

and fees up to \$1,200 per fiscal year. The master program must be from an accredited learning institution and the teacher must earn at least a “B” in the class for reimbursement. The master’s degree must be in an area of teaching offered by GCMS and does not include administration classes. This does not constitute a continuing increment and is paid only at the time of the graduate level credit being earned.

ARTICLE V

EMPLOYEE EVALUATIONS

Section 1 - Time Parameters

Formal written evaluations will not begin until at least three weeks of school have taken place, and all such evaluations will be completed by the end of the first week of school during the month of May. There shall be fifteen a (15) workday period between each evaluation, unless a lesser period of time is mutually agreed to by the teacher and principal. In case of an emergency, time lines will be waived.

Section 2 - Number

The qualified administrator shall evaluate each probationary teacher at least once during each probationary year. A tenure teacher shall be evaluated at least once every other year.

Section 3 - Formal Evaluation

All formal evaluations shall consist of a minimum of three (3) classroom observations for non-tenured teachers (two of which must be formal observations) and a minimum of two (2) observations for tenured teachers (one of which must be a formal observation), A pre and post conference shall be conducted for each formal observation, and a post conference shall be conducted for each informal observation reduced to writing if it is to be referenced in the summative evaluation. A formal classroom observation shall be a minimum of forty-five (45) minutes or one class period in length. All observations will be completed with the full knowledge of the teacher.

Section 4 - Conference

A summative evaluation conference shall be held within fifteen (15) school days following the evaluation. A copy of the summative evaluation will be filed in the principal's office and the unit office, and a copy will be given to the teacher. Each copy is to bear the signature of both the principal and the teacher. The teacher's signature merely acknowledges having read and discussed the written evaluation. If the teacher feels the formal written summative evaluation is incomplete, inaccurate, or unjust, said teacher may put any objections in writing and have them attached to the evaluation reports to be placed in the teacher's personnel file. A copy is to be signed by both parties and shall be given to the teacher. The evaluation may include specific descriptions of the teacher's strengths and/or weaknesses.

Section 5 - Documentation

A copy of the summative evaluation shall be kept by the teacher. If the teacher wishes to respond in writing to the content of the summative evaluation, it must be submitted within thirty (30) days of the receipt of the evaluation. The written evaluation response shall be signed by all parties to the summative evaluation and the teacher shall keep a copy. The signatures indicate that both parties have seen the teacher's objections and do not indicate agreement of the teacher's objections.

Section 6 - Review of Personnel File

A teacher may review his/her own personnel file in the Unit Office by giving the Superintendent or his designee advance notice of at least three (3) working days. The file shall remain in the Unit Office and be reviewed in the presence of the Superintendent or his designee. Teachers will be notified and have the right to respond to documents at the time they are placed in the personnel file if such documents would adversely affect their employment. Teachers will have ten (10) school days from the date of notification to respond.

Section 7 - Consulting for Probationary Teachers

The building principal or immediate supervisor may assign a consulting teacher to every probationary teacher upon entrance of the probationary teacher into the school system. The consulting teacher, insofar as possible, may be a tenure teacher with a minimum of five years teaching experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary teacher. The consulting teacher may assist the probationary teacher in acclimating to the teaching profession and the school system. The consulting teacher shall not be involved in the evaluation of the probationary teacher.

Section 8 - Consulting Teacher - Remediation Plan

The participation of the consulting teacher shall be voluntary and the consulting teacher shall not participate in the evaluation of the tenured teacher deemed "unsatisfactory" by the administration. The consulting teacher shall not testify at any subsequent administration or judicial hearing.

Section 9 - Consulting Teacher - Payment

If the administration requires a consulting teacher to participate in the remediation plan during his/her preparation period, the consulting teacher shall be paid an amount equal to the amount paid for internal substitute pay (refer to Article X, Section 11.1).

ARTICLE VI REDUCTION-IN-FORCE

Section 1 - Seniority and Sequence of Dismissal Lists

By February 1 annually, the Board shall provide to the Association, a seniority list setting forth the length of continuous service of each employee who may appear on the Sequence of Dismissal list. Each employee shall have until February 7, or the first work day thereafter, to file an objection to the Board and the Association. Final decisions regarding placement on the length of continuous service list shall be at the discretion of the Board. A final length of continuous service list will be posted on or before March 1 of the work year.

The Board shall first consider the teachers' certification areas and qualifications. Among teachers who satisfy all the certification and qualification requirements, performance evaluations shall be used to determine the sequence of dismissal per Section 24-12 of The School Code. Length of Continuous Service shall only be used to rank teachers in Groups Three and Four as provided in Section 24-12.

Section 2 - Notification of Teacher

If the removal or dismissal results from the decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service, written notice shall be given to the teacher by certified mail, restricted delivery, return receipt at least forty-five days before the end of the school term and, in the case of Group 3 and Group 4 teachers, a statement of honorable dismissal and the reason therefore.

Section 3 - Reduction in Force

3.1 Additional criteria for placement in the four RIF (sequence of dismissal) groups may be added as defined in Section 24-12 of The School Code by the joint RIF Committee. The Joint RIF Committee shall be 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 implement changes in the Group placement criteria as needed. In the event that the Joint RIF Committee cannot reach a majority decision regarding placement criteria for RIF groups, then the state defined criteria shall be applied.

The District shall prepare and maintain a RIF list for each category of position(e.g., secondary History, PE, Early Childhood Special Education, and so on) by placing teachers in the four RIF groups using the additional criteria, if any, agreed upon by the Joint RIF Committee. The RIF list for each category

of position will be updated annually and provided to the Association President or his/her designee no later than 75 calendar days before the end of each school year. Teachers shall be individually notified in writing each year of their individual placement on a category RIF list concurrent with the RIF list as provided to the Association President or his/her designee. Group 1 teachers may be moved to Group 2, 3 or 4 at any time up to forty-five (45) days before the end of the school term. If a Group 1 teacher is moved, he/she shall be notified in writing.

- 3.2 The Board shall continue to carry the RIF Employee on the insurance rolls through the month of August following the RIF. The Board shall continue to contribute toward the insurance premium in the same manner it does for personnel still employed by the district.

Section 4 - Notification of Association

When the Board identifies areas to be reduced, the Association President shall be notified in writing no later than the Monday following the Board of Education meeting at which the positions to be reduced were approved by the Board.

Section 5 - Tie Breakers

If the evaluation ratings are equal between two district employees in Group 3 or 4 or in Group 2 where the average evaluation ratings are equal, the board shall use the following criteria when determining which employee(s) is honorably discharged.

- 5.1 If the evaluation ratings are equal between two or more teachers, the initial tie breaker shall be determined by district seniority (length of continuous service).
- 5.2 If the district seniority is equal between two or more teachers, seniority shall be determined by the total number of years of teaching service to the district, regardless of whether or not the service is continuous.
- 5.3 If the district seniority is equal between two or more teachers, and the total years of service to the district as determined above is equal, then seniority shall be determined by the teacher's approved position on the salary schedule. The teacher with the highest salary (approved horizontal position) shall have the most district seniority.
- 5.4 If district seniority is equal between two or more teachers and the total years of service to the district, and the approved horizontal position on salary schedule are equal, district seniority shall be determined by a random lot selection conducted by the Board.

Section 6 - Recall

6.1 If the Board, within one calendar year from the beginning of the following school year, increases the number of teachers or reinstates the position so discontinued, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed from Groups 3 and 4, or Group 2 teachers with qualifying limited recall rights, so far as they are legally qualified to hold the entire position in the reverse order of seniority in which the teacher(s) was honorably dismissed.

6.2. Failure to respond within twenty (20) calendar 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. The Association shall be given a copy by certified mail of such recall notice.

Section 7 - Retention of Rights

Any teacher who has been removed or dismissed as a result of the Board's decision to reduce the number of teachers or to discontinue some particular type of teaching service and who is reinstated by accepting a tender of vacancy within one year, shall retain the rights accrued prior to the honorable dismissal upon recall, except that the teacher will not receive credit on the Salary Schedule for the time in which he or she was not employed by the District.

ARTICLE VII
LEAVES

Section 1 - Sick Leave

Each full time employee of this unit district is entitled to sick leave as follows:

Each employee employed before June 1, 2014 shall be given fifteen days of sick leave per year accumulative to 360 days of sick leave at full pay. Each employee employed on or after June 1, 2014 shall be given fifteen days of sick leave per year accumulative to 220 days of sick leave at full pay. Sick leave is defined in state law as personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption, or placement for adoption as defined in 105 ILCS 5/24-6. The immediate family shall be interpreted to mean: husband, wife, children, father, mother, grandparents, brothers, and sisters of the teacher and his or her spouse. For other relatives and close friends, special consideration shall be given each individual case as approved by the principal and/or superintendent.

Sick leave cannot be used in increments of less than one-half (1/2) of a day.

Any employee who undergoes a state of illness or disability due to, but not limited to, surgery, hospital confinement, extensive medical treatment, pregnancy, etc., may be eligible for sick leave due to the disability. Such leave may be chargeable to the accumulated sick leave account of the employee, provided the employee produces a statement from his/her physician indicating (1) the nature of the disability, and (2) that said employee is physically, mentally, or emotionally incapable of performing said duties. The application of sick leave will be discontinued when the doctor indicates that the employee is able to return to work, or when the employee has used up all of his or her accumulated sick leave.

When a disabled employee has used up all his/her accumulated sick leave, the employee is no longer eligible for compensation in the form of salary. However, the school district will continue to contribute toward the insurance premium for the duration of the extension of benefits provision in the group health plan document.

When the disabled employee is able to return to work, the district will resume contributing toward the insurance premium in the same manner it does for the other employed personnel.

If previously disabled employee decides to leave the employment with Gibson City-Melvin-Sibley Community Unit District No.5, the employee will be allowed to participate in the group insurance program at his/her own expense under COBRA regulations, as in compliance with state and federal statutes relative to employment.

Any employee who is anticipating a disability and wishes to take a leave of absence prior to being incapacitated, or unable to work as certified by a licensed physician, may request such leave, but such leave, if granted, will be without pay and fringe benefits. Likewise, the Board of Education will not pay sick leave benefits during the period of actual disability, if that occurs during the previously agreed upon leave of absence.

Section 2 - Sick Leave Bank

- 2.1 The Board and the Association shall join in the establishment of a Sick-Leave Bank.
- 2.2 Teacher participation in the Bank shall be voluntary.
- 2.3 Willingness to participate shall be determined on an appropriate form to be supplied by the Unit Office and filled out on the opening day of school each fall.
- 2.4 All day(s) deposited in the Bank shall remain. Upon re-opening of school each fall, teachers may add additional days to the bank.
- 2.5 Anyone who has contributed to the bank and actually has day(s) in the Bank credited to his/her account, shall be eligible to draw sick leave from the bank upon the depletion of his/her personal accumulation and depletion of all but one personal leave day.
- 2.6 Eligibility shall be determined by the rules and regulations defining sick leave, and any misunderstanding regarding interpretations shall be resolved by the negotiation committees of the Board of Education and the Association.
- 2.7 Anyone participating must incur a one-day loss of pay (1/180) before being able to access sick days in the sick bank. No member may draw more than twelve (12) days from the Bank in any one year.
- 2.8 No teacher may have more than 360 days total, credited to either his accumulated sick leave account or his account in the sick leave bank. This provision assures compliance with the district's policy on the total amount of accumulated sick leave that may be credited to an employee's account.
- 2.9 Requests to draw upon the Sick Leave Bank must be made in writing on forms supplied by the Unit Office and signed by the employee making the request. This form verifies that request by the employee that he/she wishes to use bank privileges.
- 2.10 To continue to be eligible for participating in the Bank, all teachers must have at least one unencumbered day in the Bank per the above outlined regulations.

2.11 If the teacher applies for, and is eligible for T.R.S. disability, the teacher waves his/her right to use this sick bank provision.

Section 3 - Association Leave

The Board of Education agrees to grant the Association two (2) days leave per year (non-cumulative) so that the Association may send representatives to state and national conferences. The Association in turn, agrees to pre-pay the district the cost of employing a substitute for those days taken for Association purposes.

Section 4 - Personal Business Leave

The Board of Education will allow each employee two (2) days per year leave at full pay for personal business which cannot be transacted on time other than school hours. An individual wishing to use this day must schedule the use with the Superintendent in writing on a form furnished by the district. This form will be submitted to the building principal or supervisor who will review it and forward it to the Superintendent. Individuals are encouraged, but not required, to inform the principal or superintendent, either verbally or in writing, of the reason for the personal business leave request. It will be submitted at least three days prior to the date requested. Emergency situations will be given consideration. Upon completion of the school year, one unused personal business leave day for that year will be converted to a third personal business leave day for the following year. Any other unused personal business leave days would be converted to sick leave. There is a cap of three personal business leave days per year. An individual attending a funeral covered by the sick leave definition will have the discretion to use personal business leave rather than sick leave by following the established procedures.

Personal Business Leave cannot be used in increments of less than one-half (1/2) day and no days may be used immediately before or after a holiday unless prior approval is granted by the Superintendent. No more than three (3) employees per building may use personal leave on the same day.

Section 5 – Parental Leave

Whenever an employee or spouse of the employee of the district becomes pregnant, the length of his/her continued employment prior to accepting a leave of absence is a discretionary one. Since no two pregnancies are alike, decisions of when the employee should discontinue working are matters best left to the employee, the applicable doctor, and the building principal or supervisor. Thus, a pregnant employee or spouse of the employee may take her/his leave at any time that she, her doctor and immediate supervisor consider prudent. As a general rule, the maternity/paternity leave should not exceed twelve (12) weeks unless medical complications arise. The leave shall be taken at a time contemporaneous with the birth of the child and in appropriate circumstances sick days may be used consistent with Section 24-6 of the School Code. Eligible employees may use sick days for adoption or placement for adoption consistent with Section 24-6 of the School Code.

If the employee requests a leave of absence prior to becoming incapacitated, the leave will be granted without pay or fringe benefits. In addition, the board will not pay sick leave benefits during the actual disability if that occurs during the previously agreed upon leave of absence. In no case shall a sick leave combined with a leave of absence without pay exceed one calendar year.

Section 6 - General Leaves of Absence

All requests for a leave of absence must be submitted in writing to the Superintendent of Schools by April 1 of the year preceding the year for which the leave is to take effect. The applicant must state the reason for the request, and the length of time for which the absence is contemplated.

Requests for extended leave during the course of the contractual period or the academic school year are to be discouraged, as they tend to disrupt the normal operation of the school and the education of students. The only leave of absences considered will be for health purposes, care of immediate family, or furthering of education that will benefit GCMS. Determination for these leaves will be decided by the Board of Education after receiving administrative recommendations.

When a staff member requests a leave of absence which will commence during the school year, he/she shall notify the Board in writing at least sixty (60) days prior to the intended leave. If the teacher and the Board cannot agree upon the commencement or ending date of the leave of absence, the beginning and ending date of the leave shall begin and end at a grading period.

It shall be the policy of the Gibson City-Melvin-Sibley Community Unit District No. 5 Board of Education to condition the approval of all qualified leave of absence requests on the ability of the district to find a suitable replacement to fulfill the needs of the school district. Further, no leave of absence will be granted for a period longer than one year and no pay or fringe benefits will be provided by the Board for the period of the absence.

A teacher on a leave of absence may continue insurance benefits subject to the insurance carrier subject to COBRA regulations.

Employees will not advance on the salary schedule while on any approved leave of absence without pay.

A teacher who has been granted an unpaid leave of absence shall be given a position with the District which he/she is legally qualified and certified to teach upon his/ her return to the District.

When a teacher has been granted a leave of absence pursuant to this Section, he or she shall give to the Board of Education, a Notice of Intention in writing, stating whether or not the teacher will return to teaching duties the following school year. Said Notice shall be given on or before March 15 of the school year in which the absence occurs. If the leave is granted after March 15, the teacher will sign a statement at the time stating whether or not he or she intends to return to the District for the following school year. If the teacher gives notice that he or she will not return, or fails to give notice or sign a statement as required herein, it will be taken as a resignation or act of resignation from the district.

The Board of Education or the Administrator of the Gibson City-Melvin-Sibley Community Unit School District shall send by certified mail to the teacher on leave at his or her address shown on the pay records in the Office of the School Administrator, thirty (30) days prior to the above date, an unsigned copy of the notice that is to be given to the Board of Education, pursuant to this Section.

Section 7 - Jury Duty

Any employee called for jury duty shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or other benefits, provided he/she turns over his/her check received for jury duty to the District. The employee shall retain any mileage reimbursement. All employees must notify their immediate supervisor at least three days in advance, prior to serving jury duty so that an acceptable substitute may be found.

Section 8 - Military Leave

The contractual continued service status of a teacher shall not be affected because of absence while in required military service of the United States, and no teacher employed to take the place of one entering the military service shall acquire contractual continued service status. It is, however, provided that upon expiration of military service, the teacher shall make written application for reinstatement to the position within thirty (30) days after the termination of such service. The usual physical examination will be required for reinstatement. If application for reinstatement is not made within thirty (30) days after the termination of military service, the contract of any such teacher may be terminated without any notice whatsoever.

Section 9 - Professional Leave

The Superintendent may authorize professional leave for attendance of personnel at state, regional, and national meetings without pay deduction. The number of absences allowable for professional leave is a value judgment on the part of the Superintendent and is subject to budget limitations for employing substitutes and reimbursement for travel, meals, and lodging.

ARTICLE VIII
FAIR SHARE

- 8.1 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.
- 8.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date established by the Association, the Board shall deduct a fair share fee from the wages of the non-member.
- 8.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.
- 8.4 In the event of any legal action against Employer brought in a court of administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own legal counsel, provided:
- A. The employer gives timely notice of such action in writing to the Association, and permits the Association intervention as 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.
- 8.5 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 judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

- A. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- 8.6 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment 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.
- 8.7 The provisions of this Article shall not apply to any bargaining unit member employed prior to June 1, 1986, provided said bargaining unit member was not a member of the GCEA in 1985-86, nor to any former Melvin-Sibley bargaining unit member employed prior to June 1, 1993, provided said member was not a member of the association in 1992-93. In the event this section of the Agreement is declared illegal or unconstitutional by any court or agency of competent jurisdiction, this section shall be null and void and the entire Article shall be applicable to all members of the bargaining unit.

ARTICLE IX

FRINGE BENEFITS

Section 1 - Health Insurance

The Board shall pay: \$594.00 per month, toward the current Employee only monthly premium for the term of this agreement, effective July 1st or the group insurance policy renewal date toward the monthly premium for health, accident, vision, dental, life, and major medical insurance. Insurance coverage for eligible employees covered by this agreement runs through August 31 during the term of this agreement. Those employees who choose not to take the offered insurance will have \$210.00 placed in an annuity. An employee has the option to purchase vision, dental, and life insurance which would be deducted from the annuity amount. Due to retirement complications, the choice made by the employee on September 1st, will remain in force as far as the contract amount paid by the Board until the following September 1st. If the rate of insurance increases over 5%, this item will be reopened for negotiations.

Section 2 - Health Committee

A committee composed of ten employees will review any proposed changes in coverage or carrier. Membership of this committee will consist of the following: one (1) administrator; three (3) classified employees; and two (2) teachers from each building. The president of the Association, or designee, will be an automatic member and also chair the committee.

Each Building Representative will conduct an at-large meeting of all teachers from his/her building by October 1 of each school year. The purpose of this meeting will be to select committee representatives for the year. The Superintendent will conduct an election to determine representation from the classified personnel.

The committee will make recommendations to be voted on by all employees participating in

the insurance program. A simple majority vote will be used in all decisions regarding the insurance program.

Section 3 - Flex Plan

The Board shall maintain the Section 125 Flexible Benefits Plan so long as it is deemed a proper tax shelter by the Internal Revenue Service and the Teacher's Retirement System, and requires no cost to the district other than administrative cost.

ARTICLE X

SALARY

Section 1 – Salary

2015 – 2016 Teachers on the salary schedule will receive the step increase plus \$300
2016 – 2017 Teachers on the salary schedule will receive the step increase plus \$325
2017 – 2018 Teachers on the salary schedule will receive the step increase plus \$425

Teachers above the salary schedule step in each lane will receive a total of \$500 each year for the life of this agreement.

At BS 25 years and over
At BS+16 26 years and over
At Masters 31 years and over

In no event will a Teacher who is less than four (4) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of six percent (6.0%) of the prior year's total, reportable TRS creditable earnings, unless any of the statutory exceptions enacted by P.A. 94-1057 to the Illinois Pension Code become applicable. Should the Illinois General Assembly or TRS impose a salary threshold greater or lesser than six percent (6%), thereby causing the payment of any penalty or other monies constituting a surcharge to TRS, then this agreement shall automatically incorporate this new threshold upon its effective date.

Section 2 - Horizontal Movement

In order to advance horizontally on the salary schedule from the B.S., to the B.S. +16 column, all credit earned must be graduate credit, and must apply toward a Master's degree. Each teacher who requests to move horizontally on the salary schedule must provide written documentation from his/her college or university that the credit earned is indeed graduate credit, and that it will apply to a Master's degree. Required instruments of documentation include official transcripts, and letters from the Chairman of the Department in which the advanced study is being pursued.

Undergraduate level courses and/or college extension credit will be accepted only if they

apply toward an advanced degree, and are deemed appropriate and verified by the appropriate college or university official as defined above.

The B.S.+16 incentive on the district's salary schedule is provided to encourage teachers to pursue an advanced degree through a planned program of graduate study. It is not the intent of the Board of Education to provide salary incentives for the accumulation or unrelated courses or credits that do not accomplish that goal.

Teachers who wish to pursue a Master's degree in a field other than their assigned teaching area must have the prior approval of the Superintendent in order to have the credit apply toward advancement on the salary schedule.

Documentation provided by September 1st of any school year, and verified by district office, will entitle the teacher to be moved on the salary schedule beginning that school year.

To receive future horizontal movement, all teachers must satisfy the requirements of this section.

Section 3 - T.R.S. Contributions

Teacher Retirement System Contributions. The district contributes .098901 toward TRS. The remaining contribution paid by the teacher will be tax sheltered and paid to the teacher retirement system from within the salaries on the current salary schedule.

In the event legislation should be enacted requiring the Board to pay any portion of the retirement contribution to the Illinois State Teacher Retirement System which is currently paid by the State of Illinois, any existing agreement with regard to the payment of salary shall be void and the payment of salary for the duration of this Agreement shall be reopened for negotiations.

Section 4 - Salary Payments

Each teacher shall be paid an annual salary over twelve (12) months for teaching during the time covered by the calendar as adopted by the Board of Education. Salary payments will be made on a semi-monthly schedule. There is to be no payroll advance authorized prior to the scheduled pay periods for any employee.

Section 5 - Dues Deductions - Professional

The Board of Education agrees to deduct from each teacher's salary, current professional dues of the Association, provided the Board has received written authorization from the employee to do so. All decisions relative to such dues deductions will be allowed if the request is submitted on or before the first working day of the following months: (September, December, March, and May), to become effective for that month's payroll. Such dues will be deducted on a nine month basis, and paid to the Association within ten (10) days after such deductions are made.

Section 6 - Dues Deductions - IEA Credit Union

The Board agrees to make monthly payroll deductions and to pay those deductions to the Illinois Education Association Credit Union for those Association members who wish to

become members. All such authorizations or changes will be made in the Unit Office on or before the first working day of the following months: (September, December, March, and May), to become effective for that month's payroll.

Section 7 - Other Deductions

1. Federal income tax withholdings
2. State income tax withholdings
3. Illinois Teacher Retirement payments
4. Federal Social Security withholdings

In addition, the following deductions may be withheld upon the request of the individual employee where qualified:

1. Family Health Insurance
2. Tax Shelter Annuities
3. GCMS Education Foundation

SECTION 8 – Retirement Incentive

Any retirement incentive provided by the school district will be maintained only for as long as the Board is not required to make any additional payments to the Illinois Teacher Retirement System because such payments exceed 106% of the employee's prior year's creditable earnings.

If the retirement incentives set forth in this Agreement would require the Board to make an additional payment to the Illinois Teacher Retirement System, the retirement incentives set forth in this Agreement shall be reduced to an amount where no additional payment by the Board to the Illinois Teacher Retirement System is required.

8.1 The Board agrees to provide those Tier 1 teachers who are retiring with a minimum of thirty (30) years of continuous full-time teaching in the Gibson City- Melvin-Sibley Community Unit School District No. 5 (including previous service with either Gibson City or Melvin-Sibley School Districts) with an early retirement incentive. The board will pay any teacher who has submitted an irrevocable letter of retirement \$90 per day for any unused sick leave days, not to exceed 220 days, subject to the following conditions:

- A. Such days cannot have been applied toward any increased benefit with the Illinois Teacher Retirement System, e.g. additional years of service credit.
- B. Teachers cannot apply for this option in conjunction with any other early retirement option provided by the Board.

Such payment will be made so as to increase the teacher's final TRS creditable salary by 6% over the previous year, or as close to 6% as the number of purchased sick leave days allows, but in no event shall payment for unused sick leave days result in the district paying a retiring teacher a TRS-creditable salary amount greater than 6% of the previous year. In the event that payment for sick

leave days would otherwise result in a teacher receiving a TRS-creditable amount greater than 6% of the previous year, then any amount greater than 6% will be paid as non-TRS-creditable post-retirement money, after the teacher's final day of employment and receipt of his/her final paycheck, but no earlier than July 15 of the next school year.

- 8.2 A Teacher tendering an irrevocable letter of resignation and retirement in conformance with the following conditions shall be eligible for a retirement incentive for a period of his/her final three (3) years of teaching.

To be eligible, the Teacher must:

1. Be at least sixty (60) years of age by the last day of service in the school district of the school year of retirement: or
2. Be at least fifty-five (55) years of age with at least thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the school district: and
3. Have completed least fifteen (15) years of continuous full-time teaching service in the school district; and
4. Submit an irrevocable letter of resignation on or before August 1st of the school year the incentive is to commence.
5. Have not applied for any other TRS early retirement option.
6. Submit the irrevocable letter of retirement the first year eligible to receive an annuity without a reduction because of age or service credit, or application for the statutory ERO
(Teachers who do not join when first eligible may not join at a later time.)

In exchange for the Teacher's binding, irrevocable resignation, the Board agrees to remove the Teacher from the salary schedule and for each year of eligibility the Teacher's creditable earnings will be increased by six percent (6%) over the Teacher's reportable creditable earnings for the prior year of employment. The calculation each year may be rounded down to the nearest \$5.00 to avoid possible TRS penalties or additional contributions.

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 (6.0%) increase shall be reduced by the amount of the extra duty compensation.

Once an irrevocable letter of resignation and retirement is submitted, the Teacher will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the Teacher.

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 Board to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System, the Board shall be entitled to damages for breach of contract against the Teacher in an amount equal to the retirement award payment received by Teacher, including tax and retirement withholdings. Upon complete reimbursement, the Teacher shall be entitled to any general wage increase which would have been applicable during the pre-retirement period.

In the event the retirement award provided for in this article would cause the Board to have to pay an additional contribution, penalty or other monies constituting a surcharge to the Teachers' Retirement System, or would conflict with any state statute or final rule or regulation promulgated by the Teachers' Retirement System, the provisions of this section shall become void and either party may demand to reopen this agreement and attempt to midterm bargain changes necessary to correct any defect created by this incentive.

Teachers should not rely upon the continuation of this retirement incentive award payment program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the forgoing benefits will be denied to those who have not applied for such benefits prior to the expiration of this Agreement. Section 8.2 becomes null and void effective August 1, 2018.

Section 9 - Workers' Compensation

Every employee of this unit district is covered by Worker's Compensation Insurance. In the event of injury, a report shall be made to the Superintendent's office, who in turn will supply the injured person with the proper claim form for the insurance company.

No more than full pay made up of combining sick leave and Worker's Compensation shall be paid an employee during the time he/she is absent from work due to injury.

Section 10 - Summer School

Summer school teaching will be paid at a rate of \$30 IRS/\$32.97 TRS per hour.

Section 11 - Substitute Teachers

11.1 In case of teacher absence, a substitute will be employed as a replacement when

available. Regularly employed staff will not be required to act as a substitute except in case of an emergency or to cover for a teacher who must leave for a school activity. Staff members who do substitute at the request of their Principal, will be paid the following rate:

- A. Grades K-5 - \$16.00 IRS/\$17.58 TRS for each thirty (30) consecutive classroom minutes.
- B. Grades 6-12 - \$18.50 IRS/\$20.33 TRS per classroom period.

11.2 The teacher will receive written confirmation of an internal substitution within thirty (30) days of the date of the substitution. Payment for the substitution shall be in the same manner as payment is currently being made.

Section 12 - Salary - Computation and Docking Formula

In the event of a salary deduction, the amount to be deducted will be based on the number of teacher responsibility days for the year. Daily salary rates will be computed using the same formula. Gross salary shall be defined as base salary and any board paid teachers retirement contributions.

Section 13 - Creditable Experience

Each teacher hired after July 1, 1999, may be awarded less than full credit for teaching experience outside the District with the approval of the teacher and Board of Education. Credit for college, university or private school experience will be included in the salary schedule placement. A full year's credit may be allowed for any year in which an employee taught a semester or more. No credit shall be allowed for less than a semester of teaching.

The Board of Education reserves the right to place a new employee up to an additional three (3) steps on the salary schedule beyond his/her teaching experience within the column of the teacher's degree, (B.S., B.S.+16, M.S.), when the employee is initially hired.

Experience credit may be allowed for military service the same as for teaching to a maximum of two (2) years.

The Board reserves the right to offer a one (1) time signing bonus for new teachers who are hired by the District.

Section 14 - Payment Upon Resignation or Honorable Discharge

Teachers who are dismissed as a result of discontinuing a particular program or service will be paid all earned compensation on or before the third business day following the last day of pupil attendance in the regular school term.

A teacher planning to leave this unit through resignation and/or retirement will, upon request, be paid the balance of his/her contract on July 1; however, such requests must be made by June 15.

ARTICLE XI

INCREMENTS

Section 1 - Increments

The attached increment schedules for extra-duties are effective for the current school year only. Increments are effective only upon assignment by the principal and following approval by the board of education. It is agreed that no extra duty for which an increment is provided shall be assigned without proper compensation to the assignee.

After 5 years of consecutive years of experience (6-10) in the same extra-curricular activity, (example – assistance coach to head coach would not constitute a change of activity; move from girls' track to boys' track would not constitute a change of activity), the increment shall be increased at a rate of one (1%) percent. This percentage will increase to two (2%) percent after ten consecutive years (11 plus years).

Section 2 - Nightly Duties

The board of education has agreed to pay \$25.00 IRS/\$27.47 TRS nightly for duties at athletic contests as assigned by the principal. Duties to be assigned will be outlined by the principal for prior approval of the superintendent and/or Board of Education. Such assignments will be outlined by seasons only. Adjustments above duty pay for tournaments and other special events can be made at the discretion of the administration.

Section 3 - Creation of New Positions

If the board determines the need to create a newly paid extra-duty assignment or stipend position at a time when negotiations sessions are not being conducted, the board shall tentatively set the salary. The new increment will become a part of the salary agreement between the Gibson City-Melvin-Sibley Board of Education and the Association, and the addition of the same shall not constitute a re-opening of the negotiations agreement between the two parties. Some positions, paid from grant monies, may differ from non-grant stipends. A committee with representation from the BOE and from Association will meet to review the stipend schedule and recommend any changes needed. The base rate for the duration of this contract is set at \$36,289.

Section 4 - Travel Reimbursement

All personnel of the school district shall be reimbursed for travel expenses incurred for travel authorized by the Superintendent of schools and/or for travel incurred under the policies of the Board of Education.

The rates for reimbursement shall be for actual expense incurred for travel, plus the standard IRS business mileage rate as of July 1 of the current school year for use of a private automobile only when a district vehicle is not available or prior permission is granted by the administration.

Actual expense shall be defined as hotel expenses, meals, and registration fees. The district shall only be responsible for expenses approved by the superintendent.

Section 5 - Selling and Taking Tickets, Bleacher Supervision

The many extra duties shall be distributed as equally as possible, after teacher volunteers have been procured, among the teachers and are considered part of the regular duties of the teacher. If no one volunteers, the board retains the right to assign teachers for the selling and taking tickets and bleacher supervision.

Section 6 - Subject Area Curriculum Committees for Study and Adoption

Upon the completion of an updated and revised Curriculum Guide, each member serving on the subject area Curriculum Committee shall receive a lump sum payment of \$200 IRS/\$219.78 TRS.

In the event that a member does not serve a full eighteen (18) month term on the committee, the pay shall be prorated to time served, and will be paid within thirty (30) days following completion of his/her work.

ARTICLE XII
NEGOTIATIONS

Section 1 - Meeting

Meetings for the purpose of negotiations shall be composed of the Negotiations Committee of the Association, and the Negotiations Committee for the board. These meetings shall be called upon the written notification of any of the parties involved, namely the association and the board. Notification from the board or its representatives will be made to the president of the association. A mutually convenient meeting date will be set within sixty (60) days of the receipt of the written notification. All parties reserve the right to use the services of a consultant on the negotiations' teams. When agreement is reached on all items by the parties, these items will be submitted to the board and the association for ratification.

Section 2 - Impasse

The parties of this agreement have pledged themselves to negotiate in good faith on matters within the scope of this agreement and the Illinois Education Labor Relations Act. In the event of impasse, both parties shall follow the procedures set forth by the Illinois Education Labor Relation Act regarding the services of a mediator.

Section 3 - Pledge

The provisions of this paragraph are included for the purpose of underlining the pledge of all parties to the community to prevent the interruption of the operation of the school system and to reiterate that each of them will make every effort to reach agreement at the local level where the details and the needs of the school system are most clearly and thoroughly understood.

ARTICLE XIII

PROFESSIONAL RELATIONS

Section 1 - Monthly Meetings

The Association's executive board and the building representatives will attempt to meet on a monthly basis with the Superintendent of Schools to discuss matters of mutual concern. However, all matters related to individual building problems or concerns shall first be brought to the attention of the principal prior to their submission to the Advisory Council. Every effort shall be made to use such meetings to solve problems prior to submission to the board of education or to the grievance procedures, and to keep lines of cooperation and communication open and effective.

ARTICLE XIV

DURATION AND ACCEPTANCE OF AGREEMENT

Section 1 - No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate, any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the school district.

Section 2 - Effective Date

This agreement shall become effective August 1, 2015, and shall be in effect until July 31, 2018, except for such contractual obligations that would extend beyond July 31, 2018. Such obligations would include, but not be limited to, fringe benefits, teacher pay, retirement package benefits and any pending grievance issues.

Section 3 - 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.

For the Association

For the Board of Education

Kyle Bielfeldt

Rod Cope

4-20-2015
Date

April 24, 2015
Date

APPENDIX I

LETTER OF INTENT

The current evaluation instrument shall remain in effect for the duration of the Agreement. If the Joint PERA Committee recommends changes in the present evaluation instrument, or recommends additional instruments for certain positions, the Board may adopt such changes. This Letter of Intent is not subject to the grievance procedure.

Prior to changes in the instrument, the Association must be consulted and allowed to provide input before the instrument can be changed. Changes to the instrument shall be made upon the approval of both parties. The current evaluation instrument shall remain in effect for the duration of the Agreement.

MEMORANDUM OF UNDERSTANDING

(This memorandum is not a part of the GCMS/GCMSEA Negotiated Agreement)

If the GCMS Board of Education is unable to fill a special education vacancy with a qualified teacher and an unqualified teacher is employed, the special education teacher who is assigned responsibility for the unqualified teacher's case load shall receive Fifty Dollars (\$50) for each student he/she is assigned responsibility up to a maximum of Five Hundred Dollars (\$500).

5/20/2002

MEMORANDUM OF UNDERSTANDING

(This memorandum is not part of the GCMS/GCMSEA Negotiated Agreement)

The Board and an individual teacher may approach each other to explore retirement incentive possibilities, including the possible granting of sick leave days. The Board will notify the Association if either party (Board or teacher) approaches the other prior to substantive discussions between the parties. These discussions can only occur in the attempt to arrive at a mutually acceptable agreement to enhance the number of available sick leave days needed for retirement. The Board shall not implement any such agreement unless the Association consents.