AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NUMBER 100

AND

THE CERRO GORDO

EDUCATION ASSOCIATION

2020-2024

Community Unit School District #100

2020-2024 Master Contract

THIS AGREEMENT between the Board of Education of Community Unit School District No. 100, Piatt, Macon, and Moultrie Counties, Cerro Gordo, Illinois, hereinafter referred to as the "Board", and the Cerro Gordo Education Association, hereinafter referred to as the "Association", shall become effective on the first day of the 2020-2021 school year and expire on the last day prior to the beginning of the 2024-2025 school year.

ARTICLE I: Recognition

- 1.1 <u>Recognition</u> The Board of Education of School District 100 recognizes the Cerro Gordo Education Association, unified with the Illinois Education Association and the National Education Association, as the sole and exclusive negotiating agent for all full-time and part-time regularly employed certificated personnel, hereinafter referred to as "employees", except for the superintendent and all other administrative or supervisory personnel having the authority to hire, transfer, assign, promote, discharge, discipline, evaluate, or process grievances of other employees or having the responsibility to make recommendations thereon.
- 1.2 Exclusivity The Board agrees not to negotiate with any other teachers' organization purporting to represent employees defined in section 1.1 as in the bargaining unit or with individual employees within the bargaining unit with regard to negotiable items, unless otherwise provided for in this agreement or unless mutually agreed to by the parties during the term of this agreement; provided, it is understood that the board may discuss with individual employees in the district matters relating to the educational program which are beyond the scope of salaries and term and conditions of employment covered by this agreement.

ARTICLE II: Employee, Association, and Board Rights

- 2.1 <u>Right of Representation</u> When an employee appears before the Board in executive session, the employee shall be entitled to have a representative present. If the employee is required to appear before the Board the employee shall be advised in writing of the reason for the appearance.
- 2.2 Personnel File No materials will be placed in the personnel file maintained in the superintendent's office unless the teacher has had an opportunity to read such material. Teacher will indicate having seen the material by dating and signing the document along with the statement "I have received and read a copy of this letter. My signature does not signify agreement with the contents of the letter, but only signifies that I acknowledge receipt of the same." Each employee shall have the right to place a written response to any material placed in their file within five work days of its insertion. Non-job related financial information shall be exempt.
- 2.3 <u>Meetings</u> The Association shall have use of school buildings for meetings with proper approval of the superintendent or building principal.
- 2.4 <u>Communications</u> The Association may use facility mailboxes and school bulletin boards located in the teachers' workrooms for internal communication in order to communicate with bargaining unit employees.
- 2.5 <u>Use of School Equipment</u> The Association may use school equipment such as computers and copying machines. The Association will assume the cost of paper and supplies utilized by the Association. All use of school equipment shall be outside the normal work day and shall be available only after prior approval of the superintendent or building principal.
- 2.6 <u>Notice of Board Meetings</u> The president of the Association or his/her designee shall be given the same notice of special board meetings as are board members.
- 2.7 <u>Board Agendas</u> The Association shall be provided a copy of the public agenda of each open board meeting at the same time board members are provided with such information.
- 2.8 <u>Board Minutes</u> The President of the Association or his/her designee shall be provided a copy of the minutes awaiting approval of each open board meeting ten (10) days prior to the next scheduled board meeting. ("Day(s)", in this section shall be defined as employee work days during the school term and weekdays excluding legal holidays during the remainder of the year).
- 2.9 <u>Management Rights</u> It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the school district and the Board which are not specifically limited by the express language of this agreement are retained by the Board. Modification by alteration, addition to, or deletion may be made only through the voluntary mutual consent of the parties in a written amendment in accordance with the provisions of this agreement. The Board has the right to hire, dismiss, demote, transfer, discipline, establish curriculum, and approve textbook selections.
- $\underline{\text{No Strike}}$ During the term of this agreement, employees shall not participate in a strike in whole or in part.
- 2.11 <u>Association/Board Communication</u> The Association and the Board recognize the importance of communication in maintaining good relationships and agree to meet monthly or as needed for the purpose of discussing items of mutual interest. Meetings will be held thirty (30) minutes prior to regular Board meetings with reasonable written notice stating the items to be discussed at such meetings. Such meetings shall not be construed as negotiating sessions.

- 1. The Board will designate two (2) members in addition to the superintendent to attend such meetings.
- 2. The Association will designate not more than three (3) representatives to attend such meetings.

ARTICLE III: Employment Conditions

- 3.1 <u>School Calendar</u> The school calendar shall contain no more than one hundred seventy-six (176) regular pupil attendance days, four (4) institute days, and eight (8) emergency pupil attendance days. The employee work year shall not exceed one hundred eighty (180) days.
- 3.2 <u>Employee Work Day</u> The employee work day shall commence twenty-five (25) minutes before the beginning of the first pupil attendance period and shall end fifteen (15) minutes following pupil dismissal at the end of the school day, except that employees may be required to work beyond the normal work day to accommodate
 - a. faculty meetings (shall not exceed thirty (30) minutes beyond the end of the work day)
 - b. open houses
 - c. conference days
 - d. extra duties as defined and compensated in Appendix B.
 - e. early release days identified for staff development shall not go beyond 4:00 p.m. unless mutually agreed upon by participants.
 - f. special student staffings to include but not limited to 504 plan developments and meetings, discipline meetings and special education meetings. Every effort will be made to hold meetings immediately after the end of the school day for a period not to exceed one hour. Teachers will be compensated at the academic coach rate for any time in excess of the one-hour limit in fifteen (15) minute increments. Example: If the meeting lasts over sixty (60) minutes but less than seventy-five (75) minutes the pay would be one fourth of \$20.00. The clock for this payment begins when the meeting actually begins.
- 3.3 <u>Lesson plans</u> Lesson plans are for the use of the employee and substitute teachers and may be viewed by the administration.
- 3.4 <u>Institute Days</u> The day prior to the first student attendance day of the school year, the first day of the second semester, and the day after the year's last pupil attendance day shall be designated as workshop days. The fourth day shall be determined by the administration.
- 3.5 <u>Legal Appearance</u> If an employee is required by subpoena to appear as a witness on behalf of another person in a legal matter, the employee shall timely apply for a leave of absence for such purpose. The employee shall suffer no loss of benefits or salary for the appearance, provided any witness fee received shall be turned over to the District. Nothing herein shall require the District to pay the employee hereunder if such legal matter is:
 - 1. an adversary proceeding against the Board of Education, unless such action is a proceeding involving a student enrolled in the district; or
 - 2. a legal action in which the employee is personally involved.
- 3.6 <u>Substitutes</u> Employees shall not be required to arrange for their own substitute teachers.
- 3.7 <u>Internal Substituting</u> Principals shall make every effort to arrange for substitute teachers. Should these efforts fail, an employee may be requested to substitute internally. Whenever a principal/administrator requires an employee to substitute for a time period of greater than fifteen (15) minutes, the substituting employee will be compensated at the rate of twenty five (\$25) dollars per class period. It will be the responsibility of the substituting employee to make a written record of the internal substitution, and turn it in to the principal for a signature and compensation approval.
- 3.8 <u>Ticket Taking</u> Ticket taking at extra-curricular events or any school function will be on a voluntary basis.

3.9 Association Membership -

- a. The Board shall deduct from each employee's pay the current dues of the Association, provided the Board has an employee-executed authorization for dues deduction, the amount of which shall be certified annually by the Association. All dues deducted by the Board shall be remitted to the Association no later than ten (10) calendar days after such deductions are made.
- b. In the event of any legal action against the 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 counsel, provided:
 - 1. The board gives timely notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
 - 3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
 - 4. Exception--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 intentional misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE IV: RTI

The Association, in consultation with the administration, will appoint an appropriate number of members to any district-wide, building-wide, or subject matter committee related to Response to Intervention (RTI). Participation on the committee will be mandatory.

ARTICLE V: EVALUATION

Members of the Association, Principals, and the Superintendent have cooperatively developed a teacher evaluation plan that satisfies the rules and regulations developed by the State Board of Education. The current evaluation plan will remain in effect until a new evaluation plan is developed and approved. The Performance Evaluation Reform Act (PERA) joint committee will review the plan annually. The PERA committee will be comprised of an equal number of Administrators and Association members. The Administration and the Association will have the sole discretion on selecting their members.

ARTICLE VI: Termination and Transfer

- 6.1 <u>Dismissal</u> The procedure for dismissal of employees for any reason other than a reduction in force shall follow procedures as set forth in the Illinois School <u>Code</u>.
- 6.2 <u>Reduction in Force</u> In the event a reduction of force is necessary, the staff will be reduced in accordance with the needs of the district. Reductions in force will follow procedures set forth in 105 ILCS 5/24-12 of the School Code.
- 6.3 <u>Notification of Assignments</u> An employee shall be notified as soon as possible if changes are to be made in his/her teaching assignment. Principals are responsible for this notification. Notification shall be made by personal contact, if possible, and by mail.
- 6.4 <u>Assignment Conference</u> Employees who have been notified of a change in assignment have a right to a conference with the superintendent to discuss the matter. The employee shall have the right to resign without penalty if dissatisfied with the result of the change in assignment.
- 6.5 <u>Vacancies</u> –Vacancies will be posted in each building and via internal email so that any certified, qualified employee may have first opportunity to apply.

ARTICLE VII: Compensation

- 7.1 Experience Credit A new employee may be awarded full experience credit for teaching full-time Pre-Kindergarten through Grade 12 for prior teaching experience. However, the Board shall have the sole discretion to determine whether to grant a new teacher full experience credit for all prior teaching experience. The Board shall also have the sole discretion to place a new teacher with less than twelve (12) years of experience at any step up to Step 12 of the Salary Schedule and provide such teacher with a hiring bonus not to exceed \$2500.00. However, in no event will the Board place a newly hired teacher with twelve (12) or more years of experience on the salary schedule at a step where the newly hired teacher will earn more in base salary than a current Cerro Gordo teacher with equal years of teaching experience at the same level of educational attainment.
- 7.2 School Year Salary Schedule The salary schedules for the 2020-21 through 2023-24 school years shall be set forth in Appendix A. The schedule shall be based on a one-hundred eighty (180) day employee work year. All figures on the salary schedule include the Board-paid retirement contributions as defined in Section 7.9. Part-time employees shall receive pro-rata salaries.
- 7.3 Pay Days Pay days shall be the fifth and twentieth of each month. If a regular pay date during the school term falls on a day when school is not is session, employees shall receive their checks on the last work day prior thereto. During the summer, checks shall be mailed twice a month. The one exception to this section will be the December break. If the regular pay day falls on a day when school is not in session, the paychecks will be mailed to the teachers so that they arrive by the January 5th date.
- 7.4 <u>Payroll Installments</u> All employees will be paid twice per month for twelve months with the option of direct deposit.
- 7.5 Supplemental Job Openings The Board and Association understand the value of filling supplemental positions with certified personnel when possible to help achieve the best possible experience for students. Should an opening occur in any supplemental job position, such opening will be posted in each building and via internal e-mail a minimum of one week prior to public posting so that any certified, qualified employee may have first opportunity to apply.
- 7.6 <u>Supplemental Jobs Compensation</u> The Supplemental Pay Schedule shall be as set forth in Appendix B, which is attached to and incorporated into this agreement.
- 7.7 <u>Supplemental Jobs Payroll Procedure</u> Employees of the district who are paid for supplemental jobs may request payments be made in one of two ways:
 - a. added to the employee's salary and paid in the regular paycheck.
 - b. payment in full at the completion of the activity.
- 7.8 <u>Insurance</u> All full-time certified staff may enroll in the major medical and hospitalization plan provided by the district. The district will pay:

2020-21 = \$650 2021-22 = \$665 2022-23 = \$680

2023-24 = \$695

If the health insurance premium is less than the per-month rate agreed upon in paragraph one (1), the Board will pay the full single premium. If the health insurance premium is more than the per-month agreed upon amount in paragraph one (1) the full time participating employee will pay the difference.

If declared legally permissible to do so, all employees may have the option of paying insurance premium amounts above the Board's contribution with before tax dollars by participation in an IRS Section 125 premium only plan. The Board will not assume any future financial liability if the IRS Section 125 is declared illegal. Any future financial assessment by the IRS shall be paid by the individual and/or association.

Changes in insurance coverage and/or the carrier of the policy will be made by the Association. The CGEA will make the final decision of the policy chosen.

The CGEA will instigate a review of yearly renewal with bid specifications sent no later than May 10 if and when deemed necessary by the insurance committee.

Beginning with the 2017-2018 school year, the Board has the option of adding an additional High Deductible Plan (HDP) to the health insurance offerings for employees in an effort to provide a lower cost premium plan as an option for its employees. The Board may also combine this higher deductible plan with a Health Savings Arrangement (HSA) which is only available to those employees who choose a HDP. The Board's contribution to the HSA will represent the difference between the cost of the single member HDP premium and the Board's health insurance contribution, as long as its health insurance contribution is greater than the premium.

If an employee who has fulfilled his/her contract for a complete school term has his/her insurance coverage terminated because he/she is no longer employed by the district, said employee shall have his/her insurance premiums paid in the agreed upon amount until September 1 of that year or until the first of the month following receipt of their final salary payment, whichever is earlier.

The administration will oversee non-certified staff and school administrators enrolled in the plan. The Board or its designee shall forward to the Association all pertinent information concerning health insurance for the bargaining unit.

If at any time during the duration of this collective bargaining agreement, a change in federal or state laws or regulations becomes effective which affects the cost or availability of any of the employee benefits offered under this paragraph, the parties agree to re-open the contract to renegotiate the affected provisions.

7.9 <u>Board-Paid Retirement</u> – The Board agrees to pay to the Downstate Teachers Retirement System on behalf of each employee an amount up to nine percent (9.0%) of each employee's salary as listed in Appendix A.

The Board further agrees to pay for each employee's required contribution for Teachers' Retirement Health Insurance (THIS) as long as these payments are required by the State of Illinois. In the event that Board-paid retirement or THIS contributions are declared illegal within the contract period, the Board agrees to reopen the contract negotiations on such issue(s). The Board shall not be responsible for paying any taxes levied on retirement.

- 7.10 Reimbursement for Professional Days The Board shall reimburse employees for approved expenses incurred for approved professional betterment days pursuant to its implementation of the Illinois Travel Expense Control Act. Mileage will be paid at the current Internal Revenue Service rate.
- 7.11 Retirement Salary Bonus If an employee gives the Board an irrevocable notice of retirement by June 1, four (4) years prior to the year of retirement, the Board shall pay him/her a five percent (5%) retirement bonus, inclusive of all other increases in TRS creditable Compensation, for each of his/her remaining four (4) years of service.

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If Employee gives an irrevocable notice of retirement by June 1 three (3) years prior to the year of retirement, the Board shall pay him/her a five percent (5%) retirement bonus, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three (3) years of service.

If Employee gives an irrevocable notice of retirement by June 1 two (2) years prior to the year of retirement, the Board shall pay him/her a five percent (5%) retirement bonus, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two (2) years of service.

If Employee gives an irrevocable notice of retirement by June 1 one (1) year prior to the year of retirement, the Board shall pay him/her a five percent (5%) retirement bonus, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining year of service.

Once an Employee submits an irrevocable notice of retirement by June 1, that employee shall be removed from the salary schedules contained in Appendix A of this agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the Employee submits an irrevocable notice of retirement, in no case will the Employee's TRS creditable earnings increase exceed six percent (6%) of the previous year.

If, after submitting an irrevocable notice of retirement by June 1, the Employee resigns from or is dismissed from duties for which the employee was paid a stipend or additional compensation as set forth in Appendix B the previous year, the retirement bonus for that Employee will be recalculated with the stipend or additional compensation removed.

A. Requirements to Qualify

- 1. Be at least 60 years of age on or before December 31 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 District; and
- 3. Have at least twenty (20) years of full-time teaching service in the District at the time of retirement; and
- 4. Submit an irrevocable letter of resignation on or before June 1 of the school year preceding the school year the incentive is to commence.
- B. In the event an Employee fails to meet the requirements of Section A because of illness in his/her last four (4) years of employment, the Administration may work with the Employee to extend his/her employment for a sufficient length of time to satisfy the requirements of Section A.
- C. If, during the terms of this agreement, any legislation and/or TRS Rules/Regulations are enacted and/or amended that would cause the School District's TRS costs to increase on account of the Retirement Salary Bonus set forth herein, then Section 7.11 of this agreement will become null and void and both parties agree to reopen 7.11 of this agreement for the limited purpose of negotiating a replacement retirement incentive if legally possible.

D. Limitation on TRS Creditable Compensation

The purpose of this section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances 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 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 TRS annuity within five (5) years of the end of the school year in which the compensation is earned.

No teachers' 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, may exceed the amount specified here.

No teacher's TRS creditable earnings from employment in this school district, including but not limited to:

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Retirement incentives
- Extra-duties
- Changes in position or
- Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than six percent (6%) 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 of any District – or Board – paid penalty or fee to TRS. If the sum or 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 decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any Board – or District – paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide a teacher's TRS creditable earnings increasing by more than six percent (6%) or any such lesser amount that would trigger a District – paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

- 7.12 Sick Leave Payment Upon retirement, employees who have accumulated over three hundred forty (340) days of sick leave shall be paid twenty-five dollars (\$25.00) for each day over the three hundred forty (340) day limit. The payment for any such sick leave shall be made after the employee's last day of service to the District and after the employee has received his or her final paycheck for services.
- 7.13 Tuition Reimbursement A teacher may apply for tuition reimbursement for coursework offered through an accredited college or university. Coursework leading to an advanced degree in the teacher's area of teaching is encouraged. Coursework must lead to an advanced educational degree or an additional endorsement in an area of need and/or benefit to the district as determined and pre-approved by the Superintendent. A teacher must submit a college or university course description at the time he/she makes his/her application. A limit of twelve (12) semester hours may be taken during the twelve month period from June 1 through May 31. Teachers will be reimbursed at the rate of one hundred fifty dollars (\$150)

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per credit hour or the actual credit hour cost, whichever is less. A teacher must obtain a grade of B or better to obtain reimbursement as evidenced by filing an official transcript with the Superintendent.

ARTICLE VIII: Leaves

- 8.1 Sick Leave The Board grants its full-time nine (9) month employees sick leave provisions in the amount of twelve (12) days per year at full pay; its full-time ten (10) month employees sick leave provisions in the amount of thirteen (13) days per year at full pay; its full-time eleven (11) month employees sick leave provisions in the amount of fourteen (14) days per year at full pay; and its full-time twelve (12) month employees sick leave provisions in the amount of fifteen (15) days per year at full pay. Sick leave may be taken in full or half day increments and may accumulate to a total of three hundred seventy-five (375) days at full pay. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household. The superintendent may require a physician's certificate as a basis for pay during a leave of absence of three (3) or more consecutive days for personal illness or as he/she may deem necessary in other cases. For purposes of this article, immediate family shall include parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- 8.2 <u>Bereavement Leave</u> Each employee may use up to one (1) day of sick leave per year in the event of a death not in the immediate family or household. Should an employee require leave because of the death of a parent, spouse or child, the District will provide three (3) paid bereavement days. Should an employee require leave because of the death of a parent-in-law, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, and legal guardian, the District will provide two (2) paid bereavement leave days. This shall not be deducted from the employee's sick leave.
- 8.3 <u>Personal Leave</u> The Board shall grant each employee three (3) days of personal business leave without loss of pay. Personal business leave may be taken in full or half day increments. Personal business shall be defined as any matter deemed important to the employee. Use of personal business days(s) shall not affect the number of sick days used; however, unused personal business days shall be added to the accumulated sick leave total.
 - In order for an employee to take personal business days, the employee must plan with the building principal at least three (3) days in advance and leave adequate lesson plans for the time of absence. On a given day no more than four (4) employees may take a personal leave day. In emergency situations the three (3) day notice shall be waived.
- 8.4 <u>Leave of Absence</u> The Board, upon recommendation of the superintendent, may grant leaves of absence without pay or benefits. Parental or child adoption leave of absence shall be granted by the Board, with specific terms and conditions to be determined.
- Association Leave The association shall be granted four (4) days district-wide [e.g. four (4) employees one (1) day each, one (1) employee four (4) days, or two (2) employees two (2) days each) for Association leave. The President of the Association shall notify administration at least five (5) days in advance of the use of Association leave. Failure of the Association President to notify shall result in prohibition of the use of the day and/or docking at the option of the Board.
- 8.6 Professional Betterment Days Employees shall be granted at least one (1) professional betterment day to professionally visit another school system, classroom, conference, workshop, or clinic. Permission must be granted by the building principal with the approval granted by the superintendent on forms provided. Use of professional betterment days shall be the choice of the employee. Any supervision of students shall not be counted as a professional betterment day unless requested by the teacher.
- 8.7 <u>Pro-Rationed Leave</u> Part-time employees shall receive pro-rationed sick leave, bereavement leave, personal business leave, and professional betterment leave based upon their

Community Unit School District #100 2020-2024 Master Contract employment percentage multiplied by the number of leave days available to full-time employees rounded to the nearer half day.

ARTICLE IX: Grievances

- 9.1 <u>Definition</u> A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this agreement.
- 9.2 <u>Grievance Rights</u> All employees covered by this agreement shall have the right to present grievances in accordance with these procedures.
- 9.3 <u>Time Limits</u> Failure of an employee (or, in the event of a class grievance or an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's and/or Board's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 - ("Day(s)" shall be defined as in section 2.9)
- 9.4 <u>Grievance Investigation</u> It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to not impede normal operations of the employer.
- 9.5 <u>Grievance Withdrawal</u> A grievance may be withdrawn at any level without establishing precedent.
- 9.6 <u>Class Grievances</u> If the grievance involves more than one (1) employee, the Association may file a class grievance and bypass Steps One and Two in the procedure stated in sections 9.10 and 9.11.
- 9.7 <u>No Reprisals</u> No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.
- 9.8 <u>Grievance Forms</u> The grievance shall be filed on forms provided by the Association. See Appendix C.
- 9.9 <u>Designees and Representatives</u> In all steps of the grievance procedure the superintendent and/or principal may appoint a designee to act in his/her place. In meetings with the superintendent, principal, or Board, the aggrieved employee shall be entitled to have a representative present.
- 9.10 <u>Step One</u> An attempt shall be made to resolve any grievance in an informal, verbal discussion between the aggreed employee and his/her principal.
- 9.11 Step Two If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract allegedly violated and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance. The principal shall make a decision on the grievance and communicate it in writing to the employee and superintendent within fifteen (15) days after receipt of the grievance.

9.12 <u>Step Three</u> - In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within five (5) days after such written grievance is filed, the aggrieved and the superintendent shall meet to discuss the grievance. The superintendent shall file an answer within five (5) days of the third step grievance meeting and communicate it in writing to the employee and the principal.

In the case of a class grievance the Association shall file, within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance, a copy of the grievance with the superintendent. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract allegedly violated and shall state the remedy requested. Within five (5) days after such written grievance is filed, (an) Association representative(s) and the superintendent shall meet to discuss the grievance. The superintendent shall file an answer within five (5) days of the third step grievance meeting and communicate it in writing to the Association and the principal.

9.13 Step Four - In the event a grievance has not been satisfactorily resolved at the third step, the aggrieved employee shall file, within five (5) days of the superintendent's written decision at the third step, a copy of the grievance with the superintendent for the Board's consideration. Within thirty (30) days after such written grievance is filed, the aggrieved and the Board shall meet to discuss the grievance. The Board shall file an answer within ten (10) days of the fourth step grievance meeting and communicate it in writing to the employee, the principal, and the superintendent.

In the case of a class grievance (an) Association representative(s) shall act in the same capacity as the aggrieved employee would act in an individual grievance.

- 9.14 Step Five If the grievance is not resolved satisfactorily at the fourth step, there shall be available a fifth step of impartial, binding arbitration. The Association may submit in writing a request on behalf of the Association and/or the grieving employee to the superintendent within thirty (30) days from receipt of the step four answer to enter into such arbitration. If the parties elect, they may mutually agree upon an arbitrator within five (5) days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) days, the American Arbitration Association or the Federal Mediation and Conciliation Service will be requested to provide an arbitrator to be selected under the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service in effect at the time of the grievance. The decision of the arbitrator shall be binding.
- 9.15 <u>Arbitration Expenses</u> Expenses for the arbitrator's services shall be borne equally by the Association and the School District. Rules of the American Arbitration Association shall govern the proceedings.
- 9.16 <u>Arbitration Zipper</u> The arbitrator in his/her ruling shall not amend, modify, nullify, ignore, or add to the provision of this agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association, and his/her decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.
- 9.17 <u>Action outside the Procedure</u> If the Association or any employee files any claim or complaint in any form other than the grievance procedure of the agreement, the School District shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE X: Governing Rules

- 10.1 <u>Successor Agreement</u> The parties agree that their duly designated representatives shall negotiate with respect to terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin no later than March 31, 2024.
- 10.2 <u>Savings Clause</u> 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 violated the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 10.3 <u>Individual Contracts</u> Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this agreement.

In witness thereof:	
For the Cerro Gordo Education Association	
President	
Secretary	
For the Board of Education Community Unit School District No. 100	
President	
Secretary	

APPENDIX B: SUPPLEMENTAL PAY SCHEDULE

The following stipends shall be determined by multiplying the listed percentage by \$37,668 in 2020-21, \$38,768 in 2021-22, \$40,018 in 2022-23 and \$41,400 in 2023-24:

YEARS OF EXPERIENCE	0-5	6-UP
Athletic Director	.20	0 01
HS/JH Cross Country	.07	.09
HS Head Football	.12	.15
HS Asst. Football	.08	.1
HS Boys Head Basketball	.12	.15
HS Boys Asst. Basketball	.08	.1
HS Head Volleyball	.12	.15
HS Asst. Volleyball	.08	.1
HS Girls Head Basketball	.12	.15
HS Girls Asst. Basketball	.08	.1
HS Boys Track	.08	.1
HS Girls Track	.08	.1
HS Combined Track	.1	.12
HS Baseball	.08	.1
HS Asst. Baseball	.05	.065
HS Softball	.08	.1
HS Asst. Softball	.05	.065
JH Boys Head Basketball	.1	.12
JH Boys Asst. Basketball	.06	.08
JH Girls Head Basketball	.1	.12
JH Girls Asst. Basketball	.06	.08
	.1	.12
JH Head Volleyball	.06	.08
JH Asst. Volleyball	.06	.08
JH Boys Track	.06	.08
JH Girls Track	.08	.1
HS Cheer Sponsor	.03	.1 .05
JH Cheer Sponsor	.03	.03
ES Patrol	.02 .04	.03 .06
HS Journalism/Yearbook	.04 .04	.06
Dramatics, Musicals (per show) 3 total	.005	.00
Jr. Class Sponsors		
Sr. Class Sponsors	.005	005
SADD	.015	.025
HS Student Council	.03	.05
JH Student Council	.03	.05
JH Literary	.025	.035
HS Scholastic Bowl	.035	.055
HS JV Scholastic Bowl	.0175	.0275
JH Scholastic Bowl	.035	.055
FCCLA	.025	.035
Band, Flags, Jazz Band	.085	.115
Vocal Music Director	.04	.06
National Honor Society	.03	.05
Driver's Ed (Behind the Wheel) \$25 per hour		
(outside of the normal school day/year)		

APPENDIX C: Grievance Form

Aggrieved:	
Filed by:	
Contract section(s) violated:	
Nature of grievance:	
Relief requested:	
(Answers to the grievance at each step shall be attached.)	

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0		BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
0	37668	-arae		10400	14240	COED	-0474	14804	45049
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1	38586	39504	40422	41340	42258	43176	44094	45012	4593D
	35113	35949	36784	37619	38455	39290	40126	40961	41796
2	39504	40422	41340	42258	43176	44094	45012	45930	46848
<u> </u>	35949	36784	37819	38455	39290	40126	40961	41796	42632
3	40422 36784	41340 37619	42258 38455	43176 39290	44094 40126	45012 40961	45930 41796	48848 42632	47766 43467
4	41340	42258	43176	44094	45012	45930	46848	47766	48684
	37619	38455	39290	40126	40961	41796	42632	43467	44302
- 6	42258	43176	44094	45012	45930	46848	47766	48684	49602
6	38455 43176	39290 44094	40128 45012	40961 45930	41796 46848	42632 47766	43467 48684	44302 49602	45138 50520
- -	39290	40126	40961	41796	42632	43467	44302	45138	45973
7	44094	45012	45930	46848	47766	48684	49602	50520	51438
	40126	40961	41796	42632	43487	44302	45138	45973	46809
8	45012	45930	46848	47766	48684	49602	50520	51438	52356
<u> </u>	40961	41796	42632	43467	44302	45138	45973	46809	47644
9	45930	46848	47766	48684	49602	50520	51438	52356 47644	53274
10	41796 48848	42632 47766	43467 48684	44302 49602	46138 50520	45973 51438	46809 52356	53274	48479 54192
	42632	47766	44302	45138	45973	46809	47644	48479	49315
11	47766	48684	49602	50520	51438	52356	53274	54192	56110
	43467	44302	45138	45973	46809	47644	48479	49315	50150
12	48684	49602	50520	51438	52356	53274	54192	55110	56028
	44302	45138	45973	46809	47644	48479	49315	50150	50985
13	49602	50520	51438	52356	53274	54192	55110	56028	56946
14	45138 50520	45973 51438	46809 52356	47644 53274	48479 54192	49315 55110	50150 56028	50985 56946	51821 57864
"- -	45973	46809	47644	48479	49315	50150	50985	51821	52656
15	51438	52356	53274	54192	55110	56028	56946	57864	58782
	46809	47644	48479	49315	60150	50985	51821	52656	53492
16	52356	53274	54192	55110	56028	56946	57864	58762	59700
	47644	48479	49315	50150	50985	51821	52656	53492	54327
17	59274	54192	55110	58028	58948	57864	58782	59700	60618 65163
18	48479 54192	49315 55110	50150 56028	50985 56946	51821 57864	52856 58782	53492 59700	54327 6061B	55162 61536
"	49315	50150	50985	51821	52656	53492	54327	55182	5599B
19	55110	56028	56946	57864	58782	59700	60618	61536	62454
	50150	50985	51821	52556	53492	54327	65162	55998	56833
20	56028	56946	57884	58782	59700	60618	6153B	62454	63372
	50985	51821	52656	53492	54327	55162	55998	56633	57669
21	56946 51821	57864 52656	58782 53492	59700 54327	80518 55162	61536 55998	62454 56833	63372 57669	64290 58504
22	57864	58782	59700	60618	61536	62454	63372	64290	65208
	52656	63492	54327	55162	55998	56833	57669	58504	59339
23	58782	59700	60618	61536	62454	63372	64290	65208	66126
	53492	54327	55162	55998	58833	57669	58504	59339	60175
24	59700	60618	61536	62454	63372	64290	65208	66126	67044
<u> </u>	54327	55162	55998	56833	57669	58504	59339	60175	61010
25	60618	61536	62454 58833	63372 57669	64290 58504	65208 69339	66126 60175	67044 61010	67962 61845
26	55162 61536	55998 62454	56833 63372	57669 84290	58504 85208	59339 66128	60175 67044	67962	68880
	61636 65998	66833	57669	58504	59339	60175	61010	61845	62681
27	62454	63372	84290	65208	86126	67044	67962	66880	69798
	56633	57669	58504	59339	60175	61010	61845	82681	63516
28	63372	64290	65208	88126	87044	67962	68880	69798	70716
<u> </u>	57669	58504	59339	60175	61010	61845	62681	63516	64352
29	64290	65208	86126	67044	67962	68880	69798	70716	71634
30	58504 65208	59339 66126	67044	81010 87962	61845 88880	62681 69798	63516 70716	84352 71634	65187 72552
30	59339	60175	61010	61845	62681	63516	64352	65187	66022
31	66126	67044	67962	68880	69798	70716	71634	72552	73470
	60175	61010	61845	62681	63516	64352	65187	65022	66858
32	67044	67962	68880	69798	70716	71634	72552	73470	74388
	61010	61845	82681	63516	64352	65187	66022	66858	67693
33	67962	68880	69798	70716	71634	72552	73470	74388	75306
<u></u>	61845	62681	63516	84352	85187	66022 72470	66858 74388	67693 75306	68528 76224
34	68880 62681	69798 63516	70716 64352	71634 65187	72552 66022	73470 66858	74388 67693	75306 88528	69364
35	69798	70716	71634	72552	73470	7438B	75306	76224	77142
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	45303	46139	46974	47810	48645	49480	60316	51151	519
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	46139	46974	47810	48645	49480	50316	51151	51986	528
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	53657	54493	55328	56163	56999	57834	58670	59505	603
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	58163		57834						
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	61176	62011	62846	63682	64517	65353	66188	67023	678
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3	2	41854	42772	43690	44608	45526	46444	47362	48280	49198
		38087	38923	39758	40593	41429	42264	43099	43935	44770
4	3	42772	43690	44608	45526	46444	47362	48280	49198	50116
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	41400	2010	50-10						
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4	45072	45990	46908	47828	48744	49662	50580	51498	52416
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30 31 32 33	68940 62735 69858 63671 70776 64406 71694 65242	69858 63671 70776 64406 71694 65242 72612 66077	64408 71694 65242 72612 66077 73530 66912	65242 72812 66077 73530 66912 74448 67748	66077 73530 66912 74448 67748 75366 68583	66912 74448 67748 75366 68583 76284 69418	75366 68583 76284 69418 77202 70254	76284 69418 77202 70254 78120 71089	77202 70254 78120 71089 78038 71925