

NEGOTIATED AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF
ST. LIBORY CONSOLIDATED SCHOOL DISTRICT 30
AND THE
ST. LIBORY FEDERATION OF TEACHERS,
LOCAL #6600, IFT-AFT, AFL-CIO

2017-2020

President, St. Libory Consolidated School District 30 Board of Education

President, St. Libory Federation of Teachers 6600

ATTEST:

Secretary, St. Libory Consolidated School District 30 Board of Education

Secretary, St. Libory Federation of Teachers 6600

Dated this ____ day of _____, 2017

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I. RECOGNITION

The Board of Education of School District No. 30, St. Libory, Illinois (hereinafter referred to as the **Board**) recognizes the St. Libory Federation of Teachers, (hereinafter referred to as the **Teachers**) as the sole and exclusive negotiating agent for all regularly employed full and part time certified personnel, tenured and non-tenured. All managerial, supervisory, or confidential employees; and any other employees excluded by the Illinois Educational Labor Relations Act, and all other non-certified employees are exempt.

II. DUES DEDUCTIONS

- A. The Board shall deduct from each Federation member's pay the current dues of the Federation, provided the Board has an employee-executed authorization, the amount of which shall annually be certified by the Federation.
- B. Dues shall be deducted in eighteen (18) equal installments from pay check paid from September 1 to June 1.

III. MEETINGS, NOTICES, AND GENERAL INFORMATION

- A. The Federation may be granted the use of the following:
 - 1. The use of a classroom for Federation meetings with prior Administrative approval;
 - 2. The use of classroom equipment, within reason and computers, typewriters, duplicating equipment, etc., with approval of the Superintendent for Federation communications.

IV. TEACHERS WORK DAY

- A. Teachers shall be required to attend after-school meetings, provided that said meetings are announced at least twenty-four (24) hours in advance and provided that the meeting does not exceed one (1) hour. During each work day each teacher shall be entitled to a duty-free lunch period equal to thirty (30) minutes. Any early dismissal for teachers shall be approved by the Superintendent. Teachers work day shall begin twenty (20) minutes prior to the start of the school day and the teacher's work day shall end at twenty (20) minutes following the end of the school day.

- B. On a rotating basis, two (2) teachers shall perform lunch recess duty. One teacher the first twenty (20) minutes and the second teacher will supervise the final twenty (20) minutes. This schedule will be mutually agreed upon by administration and the union at the beginning of each school year.
 - 1. Each teacher shall receive forty (40) minutes of planning time each day.
 - 2. The Superintendent shall have the right to call emergency meetings.
- C. Detention Schedule
 - 1. A weekly detention schedule shall be developed by the Superintendent and staffed on a rotating basis.

V. TEACHER SALARY AND BENEFITS

- A. The salary schedule in effect is attached to and incorporated into this agreement.
 - 1. Each teacher shall have the option of being paid on a nine (9) month or a twelve (12) month basis, per school calendar. The teacher shall decide which option he/she will take at the beginning of the school year, (September 1) and cannot change this option until the beginning of the following year.
 - 2. Each teacher shall be paid two times per month, on the 15th and the last day of the month. If either the 15th or the last day of the month falls on a weekend, holiday, or other non-work day, teachers shall receive their pay on the work day that precedes the scheduled pay day.
- B. The District shall pay the employee portion of the TRS/THIS contribution at 100% of the TRS Creditable Earnings, subject to a maximum of 11.0%.

VI. LEAVES

- A. Each teacher shall be entitled to fourteen (14) sick days without loss of pay. Accumulation of unused sick days shall accumulate to the TRS allowable maximum. Sick days may be used for the employee or a member of his/her immediate family. For purposes of this article, immediate family shall include spouse, parents, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-

law, and legal guardians. A doctor's authorization may be provided if three (3) consecutive sick days are used.

During the time that a teacher is on paid sick leave, the District will contribute to the teacher's health insurance as if he/she were still actively employed. If a teacher has used up all available sick days, then the cost of the health insurance shall be paid by the District for up to six school-year months from the date of the last sick day, or to the date of termination of employment, whichever comes first.

Each teacher shall be entitled to four (4) personal days, also without loss of pay. Personal days shall not accumulate, and any unused days at the end of the school year shall either be paid off at the rate of pay equal to that of a substitute teachers' daily rate, or added to their sick days. Teachers shall give written notice requesting a personal day forty-eight (48) hours in advance to the Superintendent, or less with mutual agreement, subject to approval.

- B. Teachers shall be granted a maximum of three (3) days of leave per year for deaths in the immediately family. Two (2) of these days may be used outside of the immediate family.

VII. EFFECT OF AGREEMENT

- A. The terms and conditions set forth in the Agreement represent the full and complete understanding between the Board and the Teachers. The terms and conditions may be modified only through the written mutual consent of both parties.
- B. Terms and conditions not expressly provided for in this Agreement are to be reserved unto the Board and its officers and the authority granted to them by statute shall not be diminished by this Agreement.

VIII. SAVINGS CLAUSE

- A. Should any part of this Agreement be declared illegal by a court of law, then that clause shall be deleted from this Agreement to the extent that it violates the law. The remainder of the Agreement shall remain in full force and effect.

IX. NO STRIKE

- A. The Teachers agree that during the terms of this Agreement that it or any of its individual members will not in whole or in part refuse to render complete service to the School District.

X. GRIEVANCE PROCEDURE

- A. Definition - A grievance shall be defined as any dispute or disagreement arising from an alleged improper interpretation or application of the terms of this agreement.
- B. General Provisions
 - 1. Failure of the Federation or the grievant to act on any grievance within the required time limits shall cause the grievance to be abandoned.
 - 2. Failure of the administration or Board of Education to act or respond to a grievance within the required time limits shall allow the grievance to proceed to the next step of the grievance procedure.
 - 3. No grievant shall be required to discuss a grievance with an administrator or Board of Education member without a Federation representative present.
 - 4. No records of any grievance filed by any employee shall appear in the employee's personnel file.

XI. STEPS

- A. The grievant shall first make an attempt to resolve the dispute by means of an informal discussion with the administrator involved. Neither the grievance nor the administrator's response must be in writing.
- B. If the grievance is not resolved at Step 1, the grievance shall be reduced to writing and submitted to the Superintendent within ten school days. The written grievance shall state the following:
 - 1. The action(s) or omission(s) giving rise to the grievance.

2. The contractual provision which the grievant or Federation believes has been violated.
 3. Remedy sought.
- C. Within ten school days of receipt of the written grievance, the Superintendent shall respond in writing to both the grievant and to the Federation president. The response shall either grant or deny the remedy sought and state the reason for the Superintendent's decision.
 - D. The grievant or the Federation may appeal the decision of the Superintendent to the Board. The appeal shall be in writing and submitted to the Board president within ten school days of the Superintendent's denial of the requested remedy. Within fifteen days of receipt of the appeal, the Board shall meet to consider the grievance. Five days after this meeting, the Board shall respond in writing. The response shall either grant or deny the remedy sought and state the Board's reason's for the decision.
 - E. If the Federation is not satisfied with the decision of the Board, then within thirty (30) calendar days of receipt of the Board's denial of the grievance the Federation shall submit the grievance for binding arbitration to the American Arbitration Association.
 - F. Cost of arbitration shall be equally shared by the Board and the Federation.

XII. JURY DUTY

- A. Employees who serve jury duty shall suffer no deduction from their compensation or benefits. Any compensation that they receive from the court for the performance of jury duty shall be given to the Board.

XIII. PARENTAL LEAVE

- A. Employees shall be eligible to receive maternal leave not to exceed six (6) weeks without doctor authorization including paid and unpaid leave. An employee may also be entitled to use paid sick leave for days as needed. An employee without sufficient accumulated sick leave for a paid leave of this duration shall be entitled to unpaid leave for all or a portion of this period. Extended leave may be granted at the discretion of the Board.
- B. Employees are entitled to paternal leave not to exceed five (5) days, which shall be drawn from sick leave.

- C. The employee shall be covered under the health plan under the same terms and conditions as if he/she were still actively employed, provided sick leave days are available.
- D. The Board reserves the right to, at its discretion, grant other requests for paid and/or unpaid leaves of absence.
- E. A doctor's authorization for return to work shall be provided at the conclusion of such leave.

XIV. HEALTH INSURANCE

- A. The Board shall contribute 100% of the premium cost for individual coverage, to a maximum of \$5,300.00 for each employee who qualifies for insurance coverage under the provisions of coverage established by the carrier. Any insurance costs for individual coverage over the maximum per year per full-time teacher will be split between the district and each teacher with the district picking up 40% of the increase and each teacher picking up 60% of the increase.

At least once in the duration of this agreement, a labor/management insurance committee shall be formed. The function of the Committee shall be to seek insurance bids, review insurance plans and to make recommendations for a district insurance plan. The Committee shall review the district's insurance each year and make any recommendations regarding the district insurance at the May board meeting.

- B. Employees who qualify for insurance coverage under the provisions of coverage established by the insurance carrier and who choose to waive health coverage shall receive an increase in their annual salary in the amount of \$4000.00 for 17-18 school year, \$4000.00 for 18-19 school year and \$4200.00 for 19-20 school year.
- C. At their own expense, employees may enroll dependents under the current health care plan.

XV. EVALUATION OF CERTIFIED EMPLOYEES

- A. The evaluation of certified employees shall be completed as described in the Illinois School Code Article 24A and shall establish a teacher evaluation plan which ensures that each teacher in contractual continued service is evaluated at least once in the course of every two school years. Superintendent and Union President will discuss a rotation which allows for approximately half of the evaluations done each of the two years in rotation. The plan shall include the following factors and shall establish

the standards which denote that the teacher has conformed to his/her duties and responsibilities:

1. A description of each teacher's duties and responsibilities.
 2. Personal observation in the classroom on at least two separate occasions.
 3. Attendance.
 4. Specific references to strengths and weaknesses, with observed examples of each weakness that include dates, times, circumstances, etc.
- B. Under no circumstances shall employees be secretly tape recorded. The Board shall take appropriate action to discipline those who violate this provision.
- C. Non-tenured teachers shall be evaluated at least two (2) times a year, following the same guidelines as set for the tenured teachers.
- D. Prior to the first observation, the superintendent shall provide the teacher with a copy of the evaluation instrument and discuss with the teacher the evaluation process.
- E. Each observation shall be followed by a post-observation conference. The teacher shall be given a copy of the evaluation two (2) days prior to the post conference with the administrator.
- F. The teacher shall be given a copy of any formal evaluation before it is placed in the personnel file. The teacher may attach a written response to the evaluation. Should the teacher choose not to sign the evaluation, the superintendent shall so note in the teachers signature space in the presence of a union representative, who shall also initial the item.

XVI. TEACHING ASSIGNMENTS

- A. Not later than May 1, teachers shall be given written notice of their tentative assignments (including grade/subject area, and room assignment) for the coming school year. In situations where a change is required, a written explanation will be given.

When/if teaching positions become available within the District, the position will be offered to current qualified staff members before being posted to the public. Current staff members will get first consideration on

positions available based on grade-level experience and qualifications, with seniority being the deciding factor when candidates credentials are equal.

The District retains the right to select an eventual candidate who is best qualified whether from within or outside the District. If the teacher within the District is not selected, the candidate will be given a written explanation upon notification.

XVII. GENERAL WORKING CONDITIONS

- A. Each certified teacher shall be reimbursed, with approval of the Superintendent or the Board, for supplemental supplies and materials. Within ten (10) calendar days after receipt by the Superintendent of receipts for expenses, the employee shall be reimbursed for the cost of the supplies and materials. The supplies and materials for which the employee is reimbursed shall remain the property of the school district.
- B. Core subjects shall not be combined to include more than one grade level unless the teacher has had an opportunity to offer input on this decision to the Superintendent and the Board of Education. Core subjects shall include mathematics, science, reading, writing, social studies, and language arts. This section shall be void following a reduction in force.
- C. The President of the Union shall receive notice of all regular Board of Education meetings, and a copy of each meeting agenda 48 hours prior to the meeting. A copy of the minutes of each meeting of the Board shall be available to the President after they have been officially adopted by the Board of Education.
- D. A teacher shall not be required to attend any meeting which will result in disciplinary action unless the teacher is allowed to have a Union representative present.
- E. Nothing shall be placed into a teacher's personnel file unless the teacher has seen the item first and had an opportunity to discuss the item with the appropriate administrator. All items placed into a personnel file shall be signed and dated by the administrator placing the item into the file. Teachers may attach a companion report to any item in the personnel file. If a teacher refuses to sign, the administrator will so note on the item in the presence of a Union representative, who will also initial the item.

- F. In the event a substitute teacher is not provided when a teacher is out for an excused absence, the in-house rate of pay for another teacher to cover a class shall be ten dollars (\$10.00) per hour or fraction thereof.

XVIII. TUITION WAIVERS/STUDENT TEACHERS

- A. The Board of Education shall contact institutions of higher education for the placement of student teachers in the district. The cooperating teachers to whom student teachers are assigned shall receive the tuition waivers awarded by the institutions. Any tuition waivers for which the cooperating teacher has no use may be submitted to the district so that the district can provide the waiver to another teacher who is taking courses at the institution.

XIX. EXTRACURRICULAR ACTIVITIES

- A. Faculty attendance is expected for the Open House and Graduation Exercise, unless expected under job performance evaluation.

XX. FAIR SHARE

1. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law.
2. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and labor Board rules.
3. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) work days of said deduction unless required to remit a fee to the Labor Board for escrow.
4. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

5. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share rules.
6. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.
7. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union.
8. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

XXI. SALARY AND INCENTIVE PAY

1. Salary schedule for the term of this agreement are attached as Appendix A.
2. Incentive pay has been grandfathered in for all current employees that previously received this incentive. It will be frozen at this current amount for remainder of employee's career at St. Libory. This benefit is eliminated for all future agreements. These amounts have been attached as Appendix B.

3. Retirement Incentive:

Those teachers giving a one (1) to three (3) year notice of intent to retirement, who have taught full time in the District for at least ten (10) years, and who are eligible to retire under the provisions of TRS, shall receive an additional increase in salary of 2% per year for his/her final 1-3 years of employment with the District. For purposes of this calculation the previous year's creditable earnings shall not include the District's TRS contribution made on behalf of the teacher.

To receive the retirement incentive, the teacher must submit a letter of intent to retire by April 1st of the year prior to his/her first year of retirement payments. Under no circumstances will the District pay a teacher more than 5 ½% of the previous year's salary. Any money that would cause the District to pay a penalty under TRS rules will be paid to the employee post-retirement.

The salary scale shall reflect a 30 step schedule with the following raises: 1% increase in year 2017-18, 1% increase in 2018-19 and .5% (1/2%) for 2019-20.

XXII. RE-CERTIFICATION

- A. The District may offer in-service programs. Every effort will be made to design in-services so that they will assist teachers in completing their Certificate Renewal Plans (CRP). The District shall notify staff of the availability of the in-service programs and the amount of credit that will be granted for attendance.

- B. The Board shall provide a pool of \$1,5000.00 per year to reimburse teachers for graduate level tuition costs associated with re-certification, subject to the following conditions: Tuition shall include, but not be limited to, fees and books.
 - a. Coursework eligible for reimbursement shall be from a fully accredited college or university. During a teacher's certificate renewal cycle (5-year period) if one course is needed that is less than a graduate level course reimbursement for that course shall be provided under the provisions of this section.

 - b. Teacher must demonstrate successful completion of the course (i.e. the teacher's course grade must meet the grade requirement under the law for certificate renewal).

 - c. Tuition shall be reimbursed fully up to the rate charged by SIU-Edwardsville.

 - d. Any unused money from the Board provided pool shall accumulate to a maximum of \$5,000 and be available for use the following school year.

 - e. Should more teachers apply for tuition reimbursement than there are funds available, reimbursement shall be prorated based on the semester hours taken.

 - f. Reimbursement per teacher will be determined in June of each year.

XXIII. TERM OF AGREEMENT

- A. This agreement shall be in full force and effect from the ____ day of _____, 2017 to the ____ day of _____, 2020.

Appendix A

2017-2018 Salary Schedule

	BA	BA + 8	16	BA +	BA +24	MA
0	26243	26758		27273	27788	28303
1	27016	27531		28046	28561	29077
2	27788	28303		28819	29334	29849
3	28561	29077		29592	30107	30622
4	29334	29849		30364	30879	31394
5	30107	30622		31137	31652	32168
6	30879	31394		31910	32425	32940
7	31652	32168		32683	33198	33713
8	32425	32940		33456	33971	34486
9	33198	33713		34228	34743	35259
10	33971	34486		35002	35517	36032
11	34743	35259		35774	36289	36804
12	35517	36032		36547	37062	37577
13	36289	36804		37319	37834	38350
14	37062	37577		38092	38608	39123
15	37834	38350		38865	39380	39895
16	38608	39123		39638	40153	40668
17	39380	39895		40410	40925	41441
18	40153	40668		41183	41699	42214
19	40925	41441		41956	42471	42986
20	41699	42214		42729	43244	43759
21	42472	42987		43502	44017	44533
22	43245	43760		44275	44791	45306
23	44018	44534		45049	45564	46079
24	44792	45307		45822	46337	46852
25	45565	46080		46595	47110	47626
26	46323	46838		47353	47868	48383
27	47080	47595		48110	48625	49141
28	47838	48353		48868	49383	49898
29	48595	49110		49625	50140	50656
30	49353	49868		50383	50898	51413

2018-2019 Salary Schedule

	BA	BA + 8	BA + 16	BA +24	MA
0	26505	27025	27546	28066	28586
1	27286	27806	28327	28847	29367
2	28066	28586	29107	29627	30147
3	28847	29367	29888	30408	30928
4	29627	30147	30668	31188	31708
5	30408	30928	31449	31969	32489
6	31188	31708	32229	32749	33269
7	31969	32489	33010	33530	34050
8	32749	33269	33791	34311	34831
9	33530	34050	34571	35091	35611
10	34311	34831	35352	35872	36392
11	35091	35611	36131	36652	37172
12	35872	36392	36912	37433	37953
13	36652	37172	37692	38213	38733
14	37433	37953	38473	38994	39514
15	38213	38733	39253	39774	40294
16	38994	39514	40034	40555	41075
17	39774	40294	40814	41335	41855
18	40555	41075	41595	42116	42636
19	41335	41855	42375	42896	43416
20	42116	42636	43156	43677	44197
21	42897	43417	43937	44458	44978
22	43678	44198	44718	45239	45759
23	44459	44979	45499	46020	46540
24	45240	45760	46280	46801	47321
25	46021	46541	47061	47582	48102
26	46786	47306	47826	48347	48867
27	47551	48071	48591	49112	49632
28	48316	48836	49357	49877	50397
29	49081	49601	50122	50642	51162
30	49846	50366	50887	51407	51927

2019-2020 Salary Schedule

	BA	BA + 8	BA + 16	BA +24	MA
0	26638	27161	27684	28206	28729
1	27423	27945	28468	28991	29514
2	28206	28729	29252	29775	30298
3	28991	29514	30037	30560	31083
4	29775	30298	30821	31344	31867
5	30560	31083	31606	32129	32652
6	31344	31867	32390	32913	33436
7	32129	32652	33175	33698	34220
8	32913	33436	33960	34482	35005
9	33698	34220	34743	35266	35789
10	34482	35005	35528	36051	36574
11	35266	35789	36312	36835	37358
12	36051	36574	37097	37620	38143
13	36835	37358	37881	38404	38927
14	37620	38143	38666	39189	39712
15	38404	38927	39450	39973	40495
16	39189	39712	40235	40757	41280
17	39973	40495	41018	41541	42064
18	40757	41280	41803	42326	42849
19	41541	42064	42587	43110	43633
20	42326	42849	43372	43895	44418
21	43111	43634	44157	44680	45203
22	43896	44419	44942	45465	45988
23	44681	45204	45727	46250	46773
24	45466	45989	46512	47035	47557
25	46251	46774	47296	47819	48342
26	47020	47543	48066	48588	49111
27	47789	48312	48834	49357	49880
28	48558	49080	49603	50126	50649
29	49326	49849	50372	50895	51418
30	50095	50618	51141	51664	52187

Appendix B

Incentive Pay

Anthony	450
Diecker	500
Bultman	550

To be paid in two equal installments in the first pay period in December and the first pay period May