

NEGOTIATED AGREEMENT

2022-2025

BETWEEN

SCHOOL DISTRICT 72C

GRUNDY COUNTY, ILLINOIS

AND

GARDNER ELEMENTARY TEACHERS' EDUCATION ASSOCIATION

Gardner Community Consolidated District 72C

Board of Education

And

Gardner Elementary Teachers' Education Association

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## **Article I**

### **RECOGNITIONS**

- 1.1 The Board of Education of District 72C Gardner, Grundy County, Illinois, hereinafter referred to as the Board, recognizes the Gardner Elementary Teachers' Education Association hereinafter referred to as the Association, as the exclusive bargaining representative for all regularly employed certified professional personnel except the Superintendent and Principal.
- 1.2 The Board agrees not to negotiate with any other employees' organization, individual employee, or group of employees.
- 1.3 The Board shall provide all Association members with a copy of the current agreement. The cost for duplicating the agreement shall be equally shared by the Board and the Association.
- 1.4 Should the Board employ professional staff at less than full-time, the benefits derived for those employees shall be pro-rated on the basis of the level of their employment and in regard to insurance, contingent upon the carrier's policy.

## Article II

### DEFINITIONS OF RESPONSIBILITIES AND RIGHTS

- 2.1 The parties agree to participate in good faith in negotiations with the duly designated representatives.
- 2.2 The parties agree 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 obligations.
- 2.3 Impasse Procedures
  1. If an agreement is not reached by ninety (90) days before the 1<sup>st</sup> day of school, the parties must notify the Illinois Educational Labor Relations Board.
  2. If after a reasonable period of negotiations and within forty-five (45) days of the scheduled start of the forthcoming school year, the parties engaged in collective bargaining have reached an impasse, either party may petition the Labor Relations Board to initiate mediation.
  3. When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff.
  4. If the parties engaged in collective bargaining fail to reach an agreement within fifteen (15) days of the scheduled start of the forthcoming school year and have not requested mediation, the IELRA shall be notified.
  5. Any costs of mediation will be shared equally.
- 2.4 “Good Faith” is defined as a mutual responsibility of the Board and the Association to exchange proposals and counterproposals openly and fairly with a sincere effort made to reach an agreement.
- 2.5 It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Items agreed to by the Negotiations Committees shall be recorded in writing by a designated member from the committees and signed by the respective spokesperson indicating a tentative agreement, if any, prior to the recess of the session.
- 2.6 The Association shall have access to work areas of those professional employees who it represents in the school district during duty free time, when no supervisory responsibilities have been assigned, which shall include but not be limited to before and after school, lunch periods, and preparation periods. The Association representative shall report to the Principal’s office upon arrival.

- 2.7 The Association shall be permitted use of school equipment including computers, duplicating equipment, phones for non-toll calls, the bulletin board in the office, and school mailboxes. The Association shall provide paper and/or pay the district the established per copy charge for personal use of the photocopying machines. Also, the Association shall have the right upon approval of the building Principal/Superintendent, to use the school buildings for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs. Whenever special custodial service is required, the Board may make a reasonable charge for this service.
- 2.8 The Association will be provided, upon request, a copy of the annual District Financial Audit and budget.
- 2.9 The Board shall make available a copy, upon request, to the Association, the following documents, and kinds of information as listed:
1. Board agenda
  2. Official Board minutes
  3. Board policy manual
- 2.10 Management Rights and Responsibilities – The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy creation or policy:
1. The function of the Board
  2. Standard of service
  3. The Board's overall budget
  4. Selection of new employees
  5. Direction of all employees
- 2.11 The Board shall bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment.
- 2.12 The Union President shall be provided with a complete list of the following information for all employees in the bargaining unit within ten (10) days of the start of the school year and within ten (10) days for the date of a new hire: name, address, job title, date of hire, worksite location, employee identification number, work telephone number, work email address, personal home or cellular phone number, and personal email address. The list should be in Excel format (or equivalent).

## Article III

### EMPLOYEE AND ASSOCIATION RIGHTS

- 3.1 Any criticism by a supervisor, administrator, or a board member of a teacher and their instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- 3.2 Rights of Representation – When an employee is required to appear before the Board or administration concerning any matter which could adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a local representative present at the administrative level and any Association representative present at the Board level. Further, when an employee is required to appear before the Board, the employee shall be advised in writing of the reasons for the requirement five (5) days prior to the appearance. Furthermore, should an emergency situation exist, (e.g., criminal proceedings, investigation, assault, etc.), the five (5) workday prior notice requirement shall be waived and the teacher may be suspended, but no further board action shall be taken until an Association representative can be obtained, if so requested.
- 3.3 Personnel File – Each employee shall have the right to review the contents of said employee's personnel file during regular hours and to place therein written reactions to any of its contents. No item regarding evaluation shall be placed in any employee's file without the employee's signature thereon. This signature merely indicates that the employee has read the material to be filed and does not signify agreement with its contents. The effected employee will be notified in writing and given a copy of anything placed in his/her personnel file. Upon request by the employee, the employer will reproduce any materials in his/her personnel file.
- 3.4 Right to Organize – Employees shall have the right to organize, join, or not join and assist the Association and to participate in professional negotiations with the Board. The Board shall not discipline any employee with respect to hours, wages, terms and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceedings under this agreement.
- 3.5 Dues Deduction – The Board shall deduct from each member's pay the current dues of the Association, provided the Board has an employee-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year to year, unless the member revokes it between September 1 and 15 of any year. Upon receipt of any revocation, the Board shall notify the Association in writing of the same. If a teacher resigns prior to September 1 of any year, the Board shall deduct the unpaid portion of the annual dues from the member's final paycheck. All dues deducted by the Board shall be remitted to the Association no later than (10) days after such deductions.

3.6 The Association shall be notified as soon as practicable of the Board's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member. In response to any such outside request, the Board shall not divulge any of the following employee information: home address (including zip code and county), date of birth, home/personal phone number, personal email address, any information related to membership status in a labor organization or name(s) of such organization(s), whether or not an employee has authorized the payment of dues or moneys to such an organization, the amounts of any such dues or moneys, and emails or other communications between a labor organization and its members. The Board shall provide the Association with a copy of any response to any such FOIA request within five (5) business days of sending the response.

## Article IV

### EMPLOYMENT CONDITIONS

- 4.1 School Calendar – The Board shall establish a school calendar which does not exceed 185 days. The calendar shall contain no more than 176 regular workdays, four institute days, and five emergency days. Emergency days may be converted to workdays if needed due to snow or other school closure days.
- 4.2 Early School Dismissal – For the day preceding Thanksgiving, Winter Break, and Spring Break, dismissal shall be at 2:00 P.M. On the final day of the school year, employees will be dismissed at 10:00 A.M. if they have completed their individual work. Early dismissals will be scheduled for the purpose of staff development, faculty communication, or school improvement activities.
- 4.3 Employee Workday – The employee workday shall be from 7:45 A.M. until 3:25 P.M. Monday through Thursday and from 7:45 A.M. until 3:05 P.M. on Friday. The student day is not to exceed 7 hours. No employee will be allowed to leave early for purposes of other employment.  
Employees shall not be required to remain past the normal teachers' day except for:
1. Altered bus schedule
  2. Scheduled teachers meeting not to exceed 4:00 P.M.
  3. Scheduled curriculum meeting not to exceed 4:00 P.M.
  4. Scheduled appointments with parents and/or students
  5. Open House and graduation. Employee absence from graduation will be at the discretion of the Superintendent. Graduation is not required if on a non-working day per state school code.
  6. Emergency situations, which endanger student welfare or safety, which requires employees' presence, as determined by the Superintendent.
  7. Teachers will not be required to work on the School Improvement Plans after regular school hours or any other time during non-salaried days.
  8. Teachers will have a 30 minutes duty-free lunch period. Students will have a 30-minute lunch period. Teachers substituting for lunch supervision shall be compensated at \$20.00 per ½ hour. Employees may leave the building during lunch or with the permission of a building administrator during their preparation time. They must sign out before leaving and sign in upon returning, marking departure time, destination, and returning time. The Superintendent will have sign-out sheets prepared in the office for this purpose. Full-time resource shall be permitted 30 minutes preparation time during each full day of school. On a

scheduled shortened day, there will be an early dismissal schedule in place. Teachers shall be permitted conference and preparation time at those times when his/her class is being taught by a scheduled resource teacher (e.g., music, P.E.) The teacher must be given 24 hours' notice for conferences.

9. The District may schedule non-compensated teacher meetings beyond the workday, limited to two times monthly. Such meetings will begin no later than 3:10 P.M. and end no later than 4:00 P.M., except in cases of an emergency. The Administration will provide at least one week notice of said meetings except in cases of an emergency. Additional meetings outside of the workday may be scheduled, but teachers will be compensated at the rate of \$30 per hour for such meetings. The same rate shall apply to meetings outside of the workday required of individual teachers or groups of teachers, such as, but not limited to IEP meetings.

#### 4.4 Written Notice of Assignment

1. All employees shall be given a written notice of their tentative assignments for the forthcoming year no later than 60 days before the first day of the new school year.
2. The Superintendent shall notify the staff in the event of a vacancy.

- 4.5 Student Discipline – The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom. The Board and the administration recognize their responsibility to support and assist the employee in the maintenance of control and discipline in the classroom.

#### 4.6 Sick Leave

1. Regular certified staff shall be entitled to twelve (12) days sick leave per year.
2. Unused sick leave shall accumulate to a maximum of 350 days, including the sick leave days for the current year.
3. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness, or death in the immediate family, or birth or adoptions, or placement for adoption. For the purpose of sick leave, “immediate family” shall include parents, stepparents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces and nephews and legal guardians.

#### 4.7 General Leave

1. Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory services to the District and who desire to return to

employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

2. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one year may be granted to tenured teachers according to the following conditions:
  - i. Written requests for leaves of absence without pay should be made at least forty (40) days before the leave is desired, subject to approval of the Board. The Board must be notified prior to superintendent approval.
  - ii. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
  - iii. The employee, who intends to return for the fall term, shall inform the Superintendent of his/her intent to return to a similar position not later than February 1. If the employee fails to inform the Superintendent prior to February 1, the employee waives his/her right to future employment in the District.
  - iv. Leaves of less than one month, if acceptable and approved by the Superintendent, will not require Board approval or forty (40) days' notice.
  - v. For emergencies, or when deemed appropriate by the Board, the dates or notification prior to leave may be waived.

4.8 Personal Leave – Professional staff shall have four (4) personal leave days. The use of personal days is subject to the following conditions:

1. They are non-accumulative.
2. Notification, in writing, shall be given to the Superintendent at least twenty-four (24) hours in advance.
3. No personal leave days shall be used immediately before or after a holiday unless prior approval is granted by the Superintendent.
4. Personal leave days may not be used in increments of less than one-half at a time.
5. Personal leave days can only be used for personal business that cannot be completed during the regular workday and weekends.
6. Personal leave cannot be used during the first five (5) full days and last five (5) full days of the school year without special advance written permission from the Superintendent.
7. No more than two (2) employees may be granted personal leave for the same day.
8. If the personal days are not used, they may be reimbursed up to two days paid to the teacher at the rate that is in effect for a substitute teacher in the school district

with the remaining day(s) added to the employee's sick day count.  
Reimbursement for personal days will be made on the second payday in June.

4.9 Maternity/Paternity Leave – Maternity/Paternity leave may be granted to teachers in accordance with the following:

1. Employees shall be eligible for maternity/paternity leave. A written plan for the leave shall be submitted to the Superintendent at least forty (40) calendar days prior to the effective date of the leave. The Superintendent shall present the plan to the Board at the next available Board meeting for approval. The plan shall indicate the last expected working day and expected date of return to service for the employee. The plan shall outline the expected number of working days and type of leave requested. In the case of a pregnancy, a teacher may request use of accumulated sick days for up to seven (7) calendar weeks which shall start the day of the child's birth. A teacher requesting maternity/paternity leave may request that his/her accumulated sick leave days be used for working days occurring during this seven-week calendar period. Additional accumulated sick days for working calendar days beyond the seven-week calendar period may be used if the mother or child is determined by a statement from the physician to be incapacitated. Upon depletion of accumulated sick days, the teacher may request additional days of non-paid leave in accordance with the Family Medical and Leave Act. At his/her choosing, the teacher may leave all of his/her accumulated leave on deposit, requesting that the entire leave be considered non-paid leave of absence. Upon completion of the maternity/paternity leave the employee resumes duties with no loss in seniority. The teacher must attest, as part of his/her written request for maternity/paternity leave, his/her agreement that his/her continued contractual employment will be terminated upon the end of said maternity/paternity leave unless she has submitted a written notice of the intent to return to a teaching position. The notice of intent must be submitted to the Board of Education at least forty (40) days prior to the termination date of said maternity/paternity leave.
2. For emergencies, or when deemed appropriate by the Board, the dates for notification prior to leave may be waived.
3. A physician's note can be requested by the administration indicating the anticipated duration of the maternity leave. A physician's note will be required for return to work.

4.10 Leave Benefits – Any employee on approved unpaid leave shall be permitted to continue in the group insurance program at their expense and in accordance with the provisions of the insurance carrier. Credit on the salary schedule for a full year of service shall be granted if the employee has been employed at least one hundred twenty (120) days during the school term the leave began. Any paid/benefit days are applied towards the one hundred twenty (120) days.

#### 4.11 Sick Leave Bank

1. Each full-time employee may voluntarily contribute two (2) sick days at the beginning of each school year. Unused sick leave days remaining in the Sick Bank will accumulate for the following year. The office and the Association will keep a Sick Bank file.
2. To be eligible to use the sick bank:
  - i. The full-time employee must have contributed to the Sick Bank at least twice during their employment.
  - ii. The full-time employee must have depleted all of his/her accumulated sick days and personal days due to a prolonged illness or injury.
  - iii. The full-time employee shall produce a doctor's certificate as proof of need.
3. Limits on the illnesses and disabilities for which Sick Bank days may be used include:
  - i. Sick Bank days shall not be applicable to cosmetic surgery (except as related to restoration or appearance damaged by accident or illness) or to matters which may be safely deferred to a vacation recess period unless the member of the Sick Bank's physician determines postponement of such matter will be detrimental to the health and well-being of the patient.
  - ii. Sick Bank days may not be used in conjunction with a normal pregnancy.
  - iii. Sick Bank days may be used in conjunction with a continuing illness or injury. Members of the Sick Bank who have exhausted their accumulated sick leave may not withdraw days from the Sick Bank for one- or two-day incidental absences.
4. Governing Use of the Sick Bank
  - i. All full-time employees who are members of the Sick Bank will vote on the request of an employee to use days from the Sick Bank. Granting of this use will be determined by a majority vote.
  - ii. The office will make available:
    - a. The total number of accumulated sick days in the Sick Bank and the names of the full-time employees who are members of the Sick Bank.
    - b. The total number of accumulated sick days that each individual full-time employee member of the Sick Bank has, upon request of the members of the Sick Bank.
  - iii. The Board of Education will not be subject to the grievance procedure concerning the staff governance of the Sick Bank.

## **Article V**

### **EMPLOYEE EVALUATION**

- 5.1 All formal evaluations of a teacher shall be conducted with the full knowledge of the teacher.
- 5.2 A probationary, non-tenured teacher shall be evaluated once during each probationary year and receive an annual written summative evaluation performance rating. Non-tenured teachers shall receive a minimum of three (3) classroom observations, including at least two (2) formal observations per school year. Each teacher will receive a copy of the evaluation form.
- 5.3 Evaluation of tenured teachers shall occur in accordance with the District's Teacher Evaluation Plan and section 24A of The School Code. Each teacher will receive a copy of the evaluation form.
- 5.4 A conference shall be held between the teacher and Principal/Superintendent within 10 days of each formal evaluation classroom observation. Both parties should have required materials prepared for this meeting, including a tentative rating to be discussed from the Principal/Superintendent.
- 5.5 The purpose of teacher evaluation is to improve the quality and effectiveness of teacher performance. When a change in the evaluation procedures is made, the administration shall consult with the Association.

## Article VI

### EMPLOYEE COMPENSATION

- 6.1 Salary Schedule – The salary schedule shall be set forth in Appendix B, which is attached to and incorporated in this agreement. This schedule shall be based on a 185-day school calendar.
- 6.2 Payroll Installments – Each employee shall be paid in twenty-four (24) bi-monthly payments on the 1<sup>st</sup> and 15<sup>th</sup> of each month. Each new year will begin on September 1<sup>st</sup>. Live checks shall be issued if payroll is not deposited.
- 6.3 Pay Periods – School Not In-Session – If a regular payment date falls on a weekend or holiday, employees shall receive their checks on the last banking day before the weekend or holiday.
- 6.4 Payroll Deductions – Payroll deductions shall be made for the following upon teacher request:
1. Association dues on a ten (10) month schedule
  2. Insurance premiums
  3. Annuities
- 6.5 Extra-Duty Jobs Added to Salary Schedule – The extra-duty pay schedule shall be set forth in Appendix B, which is attached to and incorporated into the agreement.
- 6.6 Extra-Duty Jobs Payroll Procedures – Extra-duty pay shall be added to the employee’s salary and shall be paid in the paycheck at the end of the season. All extra-duty year-long positions will be paid on the regular paycheck throughout the year. TRS will be paid by TRS guidelines for duties that include supervising students. If the employee is unable to perform the extra duty, the pay will be deducted from the employee’s remaining pay.
- 6.7 Hospitalization and Life Insurance
1. The Board will pay a portion of the premium amount for single employee health insurance with a deductible amount of \$500. The Board agrees to pay the teacher’s incurred deductible expense above \$250 up to \$500. The Board will contribute an amount up to the following maximum annual dollar limits towards the teacher’s single insurance premium amount.
  2. Starting with 2022-2023 school year, the Board agrees to pay \$6,300 towards single insurance premiums, with an increase in the contribution of \$100 each year. If there is no premium increase, the Board’s previous annual dollar contribution will remain the same.

3. If the annual premium cost should increase above the maximum dollar limit in any year, a teacher committee may be formed upon the teacher union president's request to consider if alternative health insurance plan options should be considered for the following year. The teacher committee's final recommendation will be taken to the superintendent and school board for consideration.

#### 6.8 Pre-retirement Salary

1. A teacher may receive a six (6) percent increase over the preceding year's salary for a maximum of the last three (3) years of teaching prior to retirement and according to TRS pension guidelines. The teacher may notify the Board in any of the last five (5) years. In order to qualify, the teacher must notify the School Board through written notice of their irrevocable retirement to the Superintendent prior to June 30 of the year immediately preceding the first year prior to retirement. The employee will only be eligible for the years employed after retirement notification.
2. In order to be eligible for the retirement bonus, the teacher must have a minimum of twenty years of certified contract teaching with Gardner Grade School District 72C at the retirement date.
3. Such payment(s) shall be subject to federal and state withholding, Medicare, only if applicable, and Illinois Teacher Retirement System. Payment shall be reported to TRS as creditable earnings for the final year (s) of employment.
4. In addition, the teacher who is subject to retire during the course of this contract will receive a post-retirement service bonus due and payable thirty (30) days after receipt of his/her final paycheck or last day of work, whichever is later. The post-retirement service bonus payment will be equal to \$50 per year of District teaching service. The post-retirement service bonus shall not be reported as creditable earnings to TRS. Nothing in this provision shall be construed to mean that any such severance payment shall be in any way due or payable until after the teacher's receipt of his/her final paycheck and after his/her last day of work.
5. Full-time teachers who elect to take advantage of the post-retirement bonus must provide written notification of retirement, which must be directed to the secretary of the Board and received no later than June 30 of the year prior to retirement. Such written notification of retirement shall be considered an irrevocable letter of resignation. Upon acceptance of the notification of retirement, effective on a specific date and approval to participate in the District retirement option, the employee will have terminated his/her tenure and/or employment rights upon retirement. The employee may only rescind the letter of retirement if approved by the Board of Education and the employee reimbursed the District all additional monies received from participation in the retirement option.

6. The post-retirement bonus shall be contingent upon there being no obligation on the part of the District pursuant to the School Code, the TRS Pension Code, or any other statute to make any to TRS because the teacher's salary exceeded the 6% creditable earnings limit allowed by statute. If there is any obligation for such a penalty payment or financial contribution by the District, the teacher shall not qualify for the retirement bonus.
7. A teacher who gives retirement notice must not have exceeded the TRS 6% creditable earnings increase limit in any non-incentive years prior to the teacher giving their notice of retirement that are used by TRS for calculating retirement earnings. In the event that a teacher received a greater than a 6% increase and a penalty or contribution to TRS would be required of the District, the teacher shall not be eligible for the pre-retirement 6% salary increases or the post-retirement bonus payment.
8. Notwithstanding any other provision in this Agreement, no certified employee eligible for the pre-retirement salary shall have his/her salary increased by more than six percent (6%) from the previous year within stated TRS guidelines. If the teacher's pre-retirement TRS credible earnings include compensation for an extra-duty stipend position, the teacher's right to receive the six percent (6%) increase on the extra duty stipend position amount is contingent upon that teacher continuing to annually perform the extra-duty stipend position in each subsequent school year prior to their retirement. If the teacher receiving the six percent (6%) pre-retirement salary increase elects to not continue the previous extra-duty stipend position or is not reappointed to the extra-duty stipend position, the teacher's 6% increase in their TRS creditable earnings for the affected school year will not include the extra duty stipend position which was discontinued or not performed by the teacher.

#### 6.9 Horizontal Movement on the Salary Schedule

1. This will be based upon the satisfactory completion of traditional or online graduate courses from a college or university approved by the Council for Educator Accreditation (CAEP) or reciprocal accrediting agency. Graduate credit earned will not be recognized unless the courses from which the credit is earned have received prior written approval by the Superintendent with Board notification. Such course work shall be in the subject field(s) engaged in by the teacher in the School District and/or the field of education. In order to assure horizontal movement on the salary schedule, teachers are required to submit a program of study or a list of individual coursework to the Superintendent prior to undertaking any such coursework. Programs of study, individual course work, and electives selected by the teacher shall be subject to final approval by the Superintendent. Prerequisites for the program of study shall be dictated by the college or university attended.

2. Upon completion of sufficient course work to move a teacher to the next horizontal step on the salary schedule and the filing of the request for horizontal movement, an official transcript must be sent to the Superintendent on or before October 1 of the school year in which the teacher seeks such movement. Transcripts received after October 1 will qualify the teacher for horizontal movement at the beginning of the next subsequent school year. Teachers exceeding MA 24 will be compensated by a one-time \$1,000 stipend for every 16 hours of approved graduate work. The one-time \$1,000 is non-cumulative and is an off-schedule payment which will not be added to increase the teacher's annual base salary.
3. If all necessary documentation for horizontal movement is received by August 1, then the horizontal movement will be reflected in the teacher's first paycheck for September. If all necessary documentation is received after August 1, but by October 1, the horizontal movement will be reflected in the teacher's first November paycheck.
- 6.10 Reimbursement for Graduate Work – The Board will pay \$200 per semester hour of graduate level college credit for courses. The maximum hours approved per year is 9 credit hours for tenured teachers and 6 credit hours for non-tenured teachers which are taken at a recognized University or College. Non-tenured teachers will be reimbursed for graduate hours starting with the third year of continuous service at Gardner Grade School. Any hours obtained prior to the upcoming school year will be credited to the previous school year's credit hours for reimbursement. The employee should submit an application for reimbursement prior to enrolling in the course. The Superintendent must approve all applications before reimbursement. Reimbursement will be paid in September and February after complete transcripts are submitted to the office from the University, and the teacher must hold current employment as of September 1<sup>st</sup> to qualify for reimbursement.
- 6.11 Reimbursement for Use of Personal Car – Personal automobiles used for school related travel shall be reimbursed at the rate established yearly by the IRS provided such use has the prior approval of the Superintendent.
- 6.12 All TRS teacher's retirement health insurance (THIS) contributions will be paid by the Board of Education at the rate established under the Illinois Pension Code in effect at the beginning of the 2022-2023 school year. The Board contribution rate shall not increase during the term of this 2022-2025 Agreement.
- 6.13 Internal Substitute Pay – If a teacher subs during his/her planning period at the request of the administration, that teacher will be paid \$20.00 for that period, up to one (1) hour, and \$5.00 for every 30 minutes after that first hour.
- 6.14 The Board will pay for professional development required by the Board or the State.

## Article VII

### EMPLOYEE GRIEVANCE PROCEDURES

#### 7.1 Definitions

1. Any claim by the Association or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this agreement.
2. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all calendar days.

#### 7.2 Procedures – The parties heretofore acknowledge that it is usually most desirable for an employee and the employee’s supervisor to resolve problems through free and informal communication. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. The employee(s) or the Association may present the grievance in writing, within ten (10) days of the cause giving rise to the grievance, to the Superintendent/Principal, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. A local Association representative, if requested by the grievant, the grievant(s), and the Superintendent/Principal shall be present for the meeting. Within five (5) days of the meeting, the grievant(s) and the Association shall be provided with a written response.
2. If the grievance is not resolved at step one, then the Association may refer the grievance to the Board within five (5) days after receipt of the step one answer or within ten (10) days after step one meeting, whichever is later. The Board shall arrange for a meeting to take place within five (5) days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Board’s written response.
3. If the Association is not satisfied with the disposition of the grievance at step two, or the same limits expire without the issuance of the Board’s reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If the demand for arbitration is not filed within thirty (30) days of the date for the step two answer, then the grievance shall be deemed withdrawn.
  - i. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
  - ii. The arbitrator shall have no power to alter the terms of this agreement.

- 7.3 Bypass to the Board – If the Association and the Superintendent agree, step one of the grievance procedures may be bypassed and the grievance brought directly to step two.
- 7.4 Bypass to Arbitration – If the Board and the Association agree, a grievance may be submitted directly to arbitration.
- 7.5 Class Grievance – Class grievance involving one or more employees may be initially filed by the Association at step two.
- 7.6 Association Participation – The Board acknowledges the right of the Association’s grievance representative to participate in the processing of a formal grievance, and no employee shall be required to discuss any grievance if the Association’s representative, if requested, is not present.
- 7.7 No Reprisal Clause – No reprisals shall be taken by the Board or the Administration against any employee because of the employee’s participation in the grievance.
- 7.8 Filing of Materials – All records related to a grievance shall be filed separately from the personnel file of the employee.
- 7.9 Grievance Withdrawal – A grievance may be withdrawn at any level without establishing a precedent.
- 7.10 Grievance Information – The Board shall provide the information requested by the grievant which is pertinent to the grievance and to the extent that such information is not confidential or requires the compilation of existing data in a new format.

## **Article VIII**

### **NEGOTIATIONS PROCEDURES**

- 8.1 Opening of Negotiations – Negotiations shall begin no earlier than May 1. Meetings will be held as necessary at times and places agreed to by both parties.
- 8.2 Negotiations Information – During negotiations, the tentatively agreed upon material shall be reduced to writing and initialed.
- 8.3 Ratification – When the Association and the Board reach a tentative agreement on all matters being negotiated, they will be reduced to writing and submitted for consideration to the Board and the Association respectively for ratification by both parties.

**Article IX**

**EFFECT OF AGREEMENT**

- 9.1 Complete Understanding – The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
- 9.2 Individual Contract – There shall be no individual contracts as provided in Article I.B.
- 9.3 Savings Clause – Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, than 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.
- 9.4 No Strike – During the term of this agreement, employees shall not participate in a strike or work slowdown.
- 9.5 Duration – This Agreement shall be effective August 15, 2022 and shall remain in effect until August 14, 2025.
- 9.6 This Agreement is signed this \_\_\_\_\_  
(leave blank until the day of signing).

Witness Thereof:

Gardner Elementary Teachers  
Education Association

Board of Education  
District 72C, Grundy County

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**Appendix A - Gardner Elementary School Salary Comparison Worksheet  
2022-2023**

<b>EXP.</b>	<b>YRS</b>	<b>BA/BS</b>	<b>BS+8</b>	<b>BS+16</b>	<b>BS+24</b>	<b>MA/MS</b>	<b>MS+8</b>	<b>MS+16</b>	<b>MS+24</b>
<b>A</b>	1	35,080.00	36,019.00	36,986.00	37,982.00	40,035.00	41,122.00	42,243.00	43,396.00
<b>B</b>	2	37,184.80	38,180.14	39,205.16	40,260.92	42,437.10	43,589.32	44,777.58	45,999.76
<b>C</b>	3	37,931.04	38,949.70	39,996.98	41,077.12	43,205.60	44,381.14	45,592.72	46,840.34
<b>D</b>	4	38,694.24	39,735.16	40,806.82	41,911.34	43,988.94	45,188.86	46,423.76	47,696.82
<b>E</b>	5	39,475.46	40,539.70	41,635.74	42,763.58	44,789.24	46,012.48	47,271.76	48,570.26
<b>F</b>	6	40,273.64	41,361.20	42,481.62	43,635.96	45,604.38	46,852.00	48,137.78	49,461.72
<b>G</b>	7	40,998.68	42,108.50	43,251.18	44,428.84	46,436.48	47,709.54	49,020.76	50,371.20
<b>H</b>	8	41,738.56	42,870.64	44,036.64	45,237.62	47,285.54	48,582.98	49,920.70	51,297.64
<b>I</b>	9	42,493.28	43,647.62	44,836.94	46,061.24	48,150.50	49,474.44	50,838.66	52,244.22
<b>J</b>	10	43,262.84	44,440.50	45,653.14	46,902.88	49,033.48	50,383.92	51,796.90	53,208.82
<b>K</b>	11		45,249.28	46,486.30	47,760.42	49,934.48	51,311.42	52,730.76	54,192.50
<b>L</b>	12		46,073.96	47,336.42	48,635.98	50,852.44	52,258.00	53,674.16	55,196.32
<b>M</b>	13		46,915.60	48,202.44	49,528.50	51,789.48	53,222.60	54,699.18	56,220.28
<b>N</b>	14			49,086.48	50,439.04	52,745.60	54,207.34	55,713.60	57,264.38
<b>O</b>	15			49,988.54	51,367.60	53,719.74	55,211.16	56,747.10	58,329.68
<b>P</b>	16				52,314.18	54,714.02	56,235.12	57,801.80	59,416.18
<b>Q</b>	17				53,280.90	55,728.44	57,280.28	58,877.70	60,523.88
<b>R</b>	18					56,763.00	58,345.58	59,975.86	61,654.90
<b>S</b>	19					57,817.70	59,432.08	61,095.22	62,807.12
<b>T</b>	20					58,893.60	60,540.84	62,236.84	63,983.72
<b>U</b>	21					59,991.76	61,671.86	63,401.78	65,183.64
<b>V</b>	22					61,111.12	62,825.14	64,588.98	66,406.88
<b>W</b>	23					62,253.80	64,000.68	65,800.56	67,654.50
<b>X</b>	24					63,418.74	65,200.60	67,036.52	68,927.56
<b>Y</b>	25					64,607.00	66,424.90	68,296.86	70,226.06
<b>Z</b>	26					65,818.58	67,673.58	69,582.64	71,550.00
<b>AA</b>	27					67,054.54	68,946.64	70,894.92	72,901.50
<b>BB</b>	28					68,315.94	70,245.14	72,232.64	74,279.50
<b>CC</b>	29					69,601.72	71,570.14	73,596.86	75,685.06
<b>DD</b>	30					70,914.00	72,921.64	74,988.64	77,118.18

**Gardner Elementary School Salary Comparison Worksheet 2023-2024**

<b>EXP.</b>	<b>YRS</b>	<b>BA/BS</b>	<b>BS+8</b>	<b>BS+16</b>	<b>BS+24</b>	<b>MA/MS</b>	<b>MS+8</b>	<b>MS+16</b>	<b>MS+24</b>
A	1	36,280.00	37,219.00	38,186.00	39,182.00	41,235.00	42,322.00	43,443.00	44,596.00
B	2	38,094.00	39,079.95	40,095.30	41,141.10	43,296.75	44,438.10	45,615.15	46,825.80
C	3	40,304.04	41,349.15	42,425.42	43,533.97	45,818.96	47,028.79	48,276.46	49,559.75
D	4	41,087.59	42,157.19	43,256.83	44,390.98	46,625.88	47,860.20	49,132.36	50,442.36
E	5	41,888.95	42,981.92	44,107.16	45,266.91	47,448.39	48,708.30	50,004.95	51,341.66
F	6	42,709.23	43,826.69	44,977.53	46,161.76	48,288.70	49,573.10	50,895.35	52,258.77
G	7	43,547.32	44,689.26	45,865.70	47,077.76	49,144.60	50,454.60	51,804.67	53,194.81
H	8	44,308.61	45,473.93	46,673.74	47,910.28	50,018.30	51,355.02	52,731.80	54,149.76
I	9	45,085.49	46,274.17	47,498.47	48,759.50	50,909.82	52,272.13	53,676.74	55,122.52
J	10	45,877.94	47,090.00	48,338.79	49,624.30	51,818.03	53,208.16	54,640.59	56,116.43
K	11		47,922.53	49,195.80	50,508.02	52,745.15	54,163.12	55,646.75	57,129.26
L	12		48,771.74	50,070.62	51,408.44	53,691.20	55,136.99	56,627.30	58,162.13
M	13		49,637.66	50,963.24	52,327.78	54,655.06	56,130.90	57,617.87	59,216.14
N	14			51,872.56	53,264.93	55,638.95	57,143.73	58,694.14	60,291.29
O	15			52,800.80	54,220.99	56,642.88	58,177.71	59,759.28	61,387.60
P	16				55,195.98	57,665.73	59,231.72	60,844.46	62,506.16
Q	17				56,189.89	58,709.72	60,306.88	61,951.89	63,646.99
R	18					59,774.86	61,404.29	63,081.59	64,810.07
S	19					60,861.15	62,522.86	64,234.65	65,997.65
T	20					61,968.59	63,663.68	65,409.98	67,207.48
U	21					63,098.28	64,827.88	66,608.68	68,442.91
V	22					64,251.35	66,015.45	67,831.87	69,702.82
W	23					65,426.68	67,226.40	69,078.43	70,987.22
X	24					66,626.49	68,460.71	70,350.59	72,297.23
Y	25					67,849.68	69,720.63	71,648.35	73,633.94
Z	26					69,097.35	71,006.15	72,971.70	74,997.36
AA	27					70,369.51	72,317.26	74,321.77	76,387.50
BB	28					71,667.27	73,653.97	75,699.67	77,806.58
CC	29					72,991.74	75,017.40	77,104.27	79,253.48
DD	30					74,341.81	76,408.65	78,536.70	80,729.31

**Gardner Elementary School Salary Comparison Worksheet 2024-2025**

<b>EXP.</b>	<b>YRS</b>	<b>BA/BS</b>	<b>BS+8</b>	<b>BS+16</b>	<b>BS+24</b>	<b>MA/MS</b>	<b>MS+8</b>	<b>MS+16</b>	<b>MS+24</b>
<b>A</b>	1	37,280.00	38,219.00	39,186.00	40,182.00	42,235.00	43,322.00	44,443.00	45,596.00
<b>B</b>	2	38,771.20	39,747.76	40,753.44	41,789.28	43,924.40	45,054.88	46,220.72	47,419.84
<b>C</b>	3	40,657.76	41,683.15	42,739.11	43,826.74	46,068.62	47,255.62	48,479.76	49,738.83
<b>D</b>	4	42,956.20	44,043.11	45,162.43	46,315.32	48,691.71	49,949.94	51,247.52	52,582.14
<b>E</b>	5	43,771.10	44,883.47	46,027.10	47,206.62	49,530.92	50,814.60	52,137.65	53,500.05
<b>F</b>	6	44,604.51	45,741.19	46,911.45	48,117.58	50,386.32	51,696.64	53,045.15	54,435.33
<b>G</b>	7	45,457.60	46,619.75	47,816.63	49,048.23	51,260.25	52,596.03	53,971.16	55,389.12
<b>H</b>	8	46,329.21	47,516.83	48,740.33	50,000.87	52,150.38	53,512.78	54,916.86	56,362.60
<b>I</b>	9	47,120.96	48,332.88	49,580.69	50,866.69	53,059.04	54,449.22	55,881.07	57,355.75
<b>J</b>	10	47,928.91	49,165.14	50,438.41	51,749.88	53,986.21	55,403.01	56,863.80	58,367.42
<b>K</b>	11		50,013.60	51,312.34	52,649.27	54,930.75	56,376.49	57,866.22	59,401.09
<b>L</b>	12		50,879.43	52,203.63	53,568.34	55,894.96	57,369.64	58,912.61	60,454.43
<b>M</b>	13		51,762.61	53,113.44	54,504.78	56,878.85	58,382.47	59,932.39	61,528.61
<b>N</b>	14			54,041.77	55,460.89	57,881.26	59,416.14	60,962.58	62,624.78
<b>O</b>	15			54,987.46	56,435.52	58,904.51	60,469.48	62,081.90	63,742.95
<b>P</b>	16				57,429.83	59,948.60	61,544.82	63,189.65	64,883.10
<b>Q</b>	17				58,443.82	61,012.36	62,640.99	64,318.23	66,046.41
<b>R</b>	18					62,098.11	63,759.15	65,469.97	67,232.87
<b>S</b>	19					63,205.86	64,900.47	66,644.85	68,442.48
<b>T</b>	20					64,335.60	66,063.77	67,844.04	69,677.55
<b>U</b>	21					65,487.33	67,250.23	69,066.38	70,935.78
<b>V</b>	22					66,662.21	68,461.00	70,313.03	72,220.62
<b>W</b>	23					67,861.40	69,696.07	71,585.14	73,530.93
<b>X</b>	24					69,083.74	70,955.45	72,881.57	74,866.71
<b>Y</b>	25					70,331.55	72,239.14	74,204.61	76,229.11
<b>Z</b>	26					71,603.66	73,549.46	75,554.28	77,619.30
<b>AA</b>	27					72,901.24	74,886.39	76,930.57	79,037.26
<b>BB</b>	28					74,224.29	76,249.95	78,334.64	80,483.00
<b>CC</b>	29					75,573.96	77,640.13	79,767.65	81,958.84
<b>DD</b>	30					76,951.41	79,058.09	81,228.44	83,463.61

**Appendix B**

<b><i>Gardner Elementary School Extra Duty Stipends</i></b>				
	<b><i>Year End</i></b>	<b><i>Year End</i></b>	<b><i>Year End</i></b>	<b><i>Year End</i></b>
	<b><i>2022</i></b>	<b><i>2023</i></b>	<b><i>2024</i></b>	<b><i>2025</i></b>
		1.00%	2.00%	2.00%
7/8 Boys Basketball	4,064.11	4,100.00	4,182.00	4,265.64
5/6 Boys Basketball	1,792.99	2,460.00	2,509.20	2,559.38
7/8 Girls Basketball	3,107.85	4,100.00	4,182.00	4,265.64
5/6 Girls Basketball	1,792.99	2,460.00	2,509.20	2,559.38
Cheerleading	1,912.52	1,940.00	1,978.80	2,018.38
Head Track	2,271.13	3,075.00	3,136.50	3,199.23
Track Coach 1	2,091.82	2,100.00	2,142.00	2,184.84
Track Coach 2	2,091.82	2,100.00	2,142.00	2,184.84
7/8 Volleyball	2,868.79	4,100.00	4,182.00	4,265.64
5/6 Volleyball	1,864.71	2,460.00	2,509.20	2,559.38
Athletic Director	4,164.11	5,300.00	5,750.00	6,000.00
Literary	1,075.80	1,100.00	1,122.00	1,144.44
Student Council	896.50	1,450.00	1,479.00	1,508.58
Scholastic Bowl	1,434.39	1,450.00	1,479.00	1,508.58
Math Club	597.66	600.00	612.00	624.24
Yearbook	500.00	600.00	612.00	624.24
Spelling		300.00	306.00	312.12
Art Club		300.00	306.00	312.12
Technology	5,000.00	5,000.00	5,100.00	5,202.00
<b>Total</b>	<b>37,527.19</b>	<b>44,995.00</b>	<b>46,238.90</b>	<b>47,298.68</b>

Art Club Supplies - \$300 a year

Any board-approved assistant coach/sponsor will be paid 65% of the head coach/sponsor stipend. In order to qualify for an assistant coach, the head coach must

1. Request in writing his/her desire to have an assistant.
2. Have the approval of both the administration and the School Board for the designated individual.

Administrative Assistant - The Administrative Assistant's job description will include assuming emergency responsibilities in the absence of the administrator. He/she will make administrative decisions for those matters, which may not be detained until the administrator returns. The stipend for this position shall be paid to the person who fulfills this role for the duration of the school year. The Administrative Assistant will be paid a stipend of \$2500 for the school year. If the assistant assumed responsibilities of the administrator for more than 175 hours in a given school year, they will be paid an hourly rate of \$18. If the Administrative Assistant is absent or unable to assume administrative

responsibilities, an \$18 hourly rate will be paid to the individual who assumes the position on that given day.