

PREAMBLE

The Mulberry Grove Community Unit School District #1 Board of Education, hereafter referred to as the Board, recognizes the Mulberry Grove Education Association, hereafter referred to as the Association, as the sole and exclusive negotiating agent for all certified faculty members in the district.

Attainment of the education objectives of the District requires mutual understanding and cooperation between the Board, the administration and supervisory staff, and the certified teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberation leading to the determination of matters defined as negotiable.

The Board shall not discriminate against a teacher for reason of race, creed, color, marital status, age, sex, or national origin. Teachers have the rights and responsibilities as listed in Chapter 122 of the Illinois School Code. Whenever any rights or benefits accorded teachers under the School Code of the State of Illinois or under other laws and regulations exceed the benefits accorded teachers elsewhere in this agreement, then such rights and benefits shall be incorporated into, and become part of this agreement. Likewise, should legislative action(s) significantly impact, or compromise the position of the District, those specific areas may be renegotiated by both parties without disturbing the remainder of this agreement.

The Board will provide the president of the Association a copy of all meeting agendas within 48 hours of the meeting being scheduled. In the case of an emergency, the Association president will be given notification of the meeting and agenda as soon as possible.

This agreement, developed and agreed to by the Board and Association, is an expression of the mutual cooperation between the parties and shall remain in effect until June 30, 2018. There shall not be any illegal work stoppages (strike), or "lockouts" during the term of this agreement.

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ARTICLE I

TEACHER AND ASSOCIATION RIGHTS

1.0 The Board has the power and the duty to make rules and regulations governing teachers. The Board will also be responsible for the hiring of all teaching positions and extra duties as listed in Appendix B. Appendix C are also considered "Other Assigned Duties" and will be assigned by administration when there is a lack of qualified volunteers as determined by administration.

1.1 Teacher Discipline

Rules and regulations governing teacher conduct shall be reasonable and enforcement of teacher discipline shall be fair and exercised for good reason.

1.2 Right of Representation

When a teacher is required to appear before the Board or the administration concerning a matter which could adversely affect employment, position, or salary, the teacher shall be entitled to have a representative of the Association present. Further, when a teacher is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement at least three (3) days in advance.

1.3 Personnel File

Each teacher shall have the right, upon request to review contents of his/her personnel file and to place therein written reactions to any of its contents.

1.4 Grievance Procedure

A. Definitions

1. A grievance shall mean only that there is a violation, misrepresentation, or misapplication of the terms of this agreement.
2. Grievances involving two or more teachers or one or more supervisors, and grievances involving administrators above the building level may be filed as a class grievance.
3. All time limits consist of school days except when a grievance is submitted fewer than ten (10) days before the close of the current school term. In that case, the time limits shall consist of weekdays.

B. Procedures

The parties hereto acknowledge that it is usually desirable for a teacher and the teacher's immediately involved supervisor to resolve the problem through free and informal communications. If, however, the informal process fails to satisfy the teacher, a grievance may be processed according to the following procedure:

1. Step 1

Grievances shall only be considered to be the contract. Grievances shall be submitted to the immediately involved supervisor in writing and signed by the aggrieved. Grievances shall be submitted to the immediate supervisor

within ten (10) working days of the occurrence of the grievance. A grievance shall be settled within four (4) days or passed to the Superintendent or his designee for further consideration, or for filing of a settled first step grievance.

2. Step 2

If a grievance is not resolved, written statements of the person and/or Association representing the grievance and the immediately involved supervisor shall be passed to the Superintendent or his designee or further consideration. Grievances shall be heard by the Superintendent or his designee within five (5) day of acceptance of written forms and reports. The aggrieved may use an Association representative as desired. Reports shall be recorded and filled for a resolved or unresolved grievance signed by the Superintendent, the aggrieved and/or Association representing the aggrieved.

3. Step 3

A grievance unresolved by the Superintendent or his designee shall be heard by the Board or Board Committee with five (5) days. The aggrieved shall be present at the hearing by the Board or Board Committee. The aggrieved and/or the Board may be represented by counsel. A grievance report shall be filed by the aggrieved, the Association, and/or the Board. Grievance files shall be maintained separately and the aggrieved files shall be made available to the grieving. The aggrieved shall receive written notification regarding the outcome within seven (7) workdays of the hearing.

4. Step 4

If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration. If the demand for arbitration is not filed with the Board within thirty (30) days of the date of the Step 3 answer, then the grievance shall be deemed withdrawn.

- a) The arbitrator shall have no power to alter the terms of this agreement.
- b) Each party shall bear full costs for its representation in the grievance procedure.
- c) The fees and expenses of the arbitrator shall be shared equally by the parties.
- d) If only one party requests the presence of a court reporter, the party shall bear the cost of the court reporter. If both parties request a court reporter, the cost shall be shared equally.
- e) If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

5. Bypass

If the grievor and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

C. Class Grievance

Class grievance may be initially filed at Step 2.

D. Association Participation

1. The Board acknowledges the right of the Association's grievance representative to assist in the processing of a grievance at any level, and no teacher shall be required to discuss the grievance if the Association representative is not present.
2. When a teacher is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.
3. The Board and administration and its member(s) shall cooperate with the Association in its investigation of a grievance.

E. Materials

All records related to a grievance shall be filed separately from the personnel files of the teacher.

F. No Reprisals Clause

No reprisals shall be taken by the Board or administration against any teacher because of the teacher's participation in a grievance.

G. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

1.5 Distribution of Agreement

Within thirty (30) days of the ratification of the Agreement, the Board shall have sufficient electronic copies of the Agreement prepared and delivered to the Association for distribution to each teacher. Printed copies will be available to the Association upon request to the Administration.

ARTICLE II

EMPLOYMENT CONDITIONS

2.1 Teacher Work Days

- A. During each workday, each teacher will be entitled to a thirty (30) minute duty free lunch period as required in Section 24-9 of the School Code.
- B. The school year shall contain one hundred eighty-five (185) days according to the Illinois School Code. Five (5) of the one hundred eighty-five (185) days shall be designated as emergency days are unused, they shall not become workdays. The annual School Calendar will be developed in conjunction with the Association.
- C. Teachers are under contract for a seven and one-half hour day on all regular school days and will not be dismissed for outside employment. The start time shall be agreed upon by the teacher and the building principal at the beginning of each school year and remain consistent for the remainder of that school year. Times will be either 7:30 – 3:00 or 8:00 – 3:30. Building Administration has the right to limit the amount of staff allowed to pick a specific time. Teachers should not contract outside employment until job assignments have been made, and schedule times have been confirmed with the building principal.
- D. On such occasions when there is an I.E.P. staffing or scheduled parent conference or other staff meetings after school, teachers are expected to stay for as long as is necessary for the benefit of the community member(s).
- E. School will be dismissed after five (5) contact hours on the school days before Thanksgiving, Christmas, and Spring Break. Teachers may leave immediately after student departure on those days.
- F. Teachers may leave after the last student bus has departed on Fridays. Teachers that take the modified start schedule will not be required to report to work until 8:00 a.m. on Fridays. On the last day of school, teachers may leave after all necessary tasks have been completed as determined by the building principal.
- G. On days when teachers are involved in School Improvement or institutes (other than the county wide institute), administration will reserve (1) hour of said work day to be used for planning/ and preparation of instruction

2.2 Notification of Assignments

All teachers shall be given documented notice of their teaching assignments for the forthcoming year no later than sixty (60) days preceding the first day of the new school term. In the event, changes in such assignments are proposed; the teacher affected shall be promptly notified and consulted. In no event shall changes in the teacher's assignments be made later than thirty (30) days preceding the commencement of the next school term unless an emergency situation exists. In the event of such an emergency, the teacher shall be notified and allowed to resign if such change is not acceptable, within five (5) school days.

2.3 Pupil Problems

The parties agree that the teacher has the primary responsibility for the maintenance of discipline within the classroom. The Board and administration, however, recognize their primary responsibility to support and assist the teacher in the maintenance of control and discipline in the classroom.

2.4 Faculty Attendance at School Activities/Events

All teachers shall attend commencement exercises for their primary respective buildings. All teachers are encouraged to attend school functions within their respective buildings, not including events for a specific class. Buildings are designated as Mulberry Grove High School, Mulberry Grove Junior High School, and Mulberry Grove Elementary School.

2.5 Board Rules, Regulations, and Policy

Teachers shall follow all rules, regulations, and policies of the Board and shall follow all administrative policies as stated in the Board Policy Manual. Such rules, regulations, and policies shall be reasonable and comply with this agreement.

2.6 Vacancies

- A. A vacancy shall be defined as a permanent, an assigned or extra-duty position which has been newly created, has previously existed, and has been vacated due to transfer, promotions, resignation, retirement, death, or termination. The term 'vacancy' shall not apply to any position from which the employee is absent due to leave.
- B. All vacancies that occur in the bargaining unit shall be posted in the school offices for a minimum of ten (10) work days before the position is filled on a permanent basis. A copy of the posting notice shall be sent to the Association President.
- C. An extra-duty or other assigned duty position filled by a non-bargaining unit employee shall become vacant at the end of each school year, and the position will be posted at the close of that given season. All bargaining unit employees will be considered first by the Board when filling such vacancies, with all candidates considered after a fifteen (15) day posting.

2.7 Fair Share

- A. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

- D. In the event of any legal action against the Employer brought in a court or Administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon by this Article.
- F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious body of which such Employee is a member or sincerely holds with the strength of traditional religious views, objects to the payment of a fair share fee to the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Education Labor Relations Board.
- G. Current part-time personnel shall not be required to join during the period of this contract. Whether these persons are required to join after that time shall be negotiable.

ARTICLE III

TEACHER EVALUATION

- 3.1 Teachers shall be evaluated, according to any and all applicable statutes, competence in the subject matter, instructional delivery, attendance, and classroom management shall be solely rated based upon objective evidence presented by the teacher or documented evaluator. The use of sick, parental, family medical leave and /or military leave, allotted personal days or attendance at extra-curricular events shall not be counted against attendance on the teacher's evaluation.
- 3.2 The purpose of an evaluation is to accurately document objective evidence and solely rely upon that evidence to rate a teacher's performance as excellent, proficient, needs improvement, or unsatisfactory.
- 3.3 On the first student attendance date the school district shall provide a written notice to all teachers subject to evaluation that school year. The notice shall include a copy of the rubric to be used to rate teacher to determine performance ratings, the negotiated evaluation instrument and all other items set forth in Section 50:100 of the ISBE rules on Evaluation of Certified Employees.
- 3.4 The use of cameras and/or audio and video equipment shall not be used during formal or informal evaluations.
- 3.5 Non tenured teachers shall be subject to the formal evaluation process twice a year. Tenured teachers shall be evaluated no less than once every other year upon administration's discretion. For each non tenured teacher, the summative evaluation shall be based on two formal evaluations.
- 3.6 No formal observation shall take place prior to September 15th or later than March 1st.
- 3.7 Prior to the first formal observation of the year, the evaluator shall meet with the teacher and explain the evaluation procedure and instrument. The parties shall agree on a date and time for the actual formal observation and summative evaluation.
- 3.8 No less than two days prior to the Pre Formal Observation Conference, the teacher shall submit the Pre Conference Observation Form to the evaluator. In advance of the formal observation the teacher shall submit a written lesson to the evaluator for the formal evaluation. The teacher will make recommendations for areas on which the qualified evaluator should focus during the evaluation. The teacher and evaluator shall discuss the lesson plan prior to the observation.
- 3.9 Formal observation shall be no less than 30 continuous minutes.
- 3.10 Within ten days of the formal observation, the evaluator shall meet with the teacher to discuss and explain the formative evaluation. A copy of the formative evaluation shall be provided to the teacher. The evaluator will point out verbally and in writing strengths and any concerns or weaknesses.

- 3.11 In addition to formal classroom observations, qualified administrators may perform informal observations. Informal observations may be announce or unannounced. In order for informal observations to be considered in the overall summative evaluation, they must be reduced to writing and shared with the teacher within ten days of the informal observation.
- 3.12 At any time in the evaluation process, if the evaluator determines that the evidence collected to date may result in the teacher receiving either a needs improvement or an unsatisfactory rating, the evaluator shall notify the teacher within ten calendar days.
- 3.13 The summative evaluation shall not be final prior to ten days after the conclusion of the post- summative evaluation conference. In the post-summative evaluation conference, the teacher shall have the opportunity to raise questions and present evidence which shall be noted in the summative final evaluation. Additional evidence also may be presented within five days of the post-summative evaluation conference. The district shall be required to respond in writing within ten days of the post-summative evaluation conference of the teacher's additional evidence.
- 3.14 Violations of the evaluation procedure shall be subject to the grievance procedure. However, final evaluation results shall not be subject to grievance.
- 3.15 Those teachers who receive summative evaluation of needs improvement shall within thirty school days have a needs improvement plan based solely on the areas rated as needs improvement. This plan shall be developed by the evaluator, the association, and the employee and all shall specifically identify and address those areas in need of improvement.
- 3.16 Teachers found unsatisfactory shall be subject to a remediation plan. Within thirty school days of summative evaluation, the employee, the association, and the employer, the association, and the employer all shall participate in the development of the remediation plan.

ARTICLE IV

TEACHER EMPLOYMENT TERMINATION

4.1 Dismissal for Tenured Teachers

Discipline, demotion, or dismissal of any tenured teacher shall be for good reason and proceeded by:

- A. The faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this agreement and applicable statutes.
- B. A conference with the teacher by the appropriate administration prior to taking any action.
- C. A written explanation will be given to tenured teachers.
- D. A tenured teacher may have a complete review of the teacher's personnel file with teacher, and if desired, his/her representative and a Board representative.

4.2 Reduction in Force

- A. A reduction in force is either a reduction in the number of positions in the bargaining unit or a reduction in the number of hours in the position.
- B. The parties shall form a Joint Committee for Honorable Dismissals. The Joint Committee shall have equal representation from the Board and the Association. The Association shall have the sole responsibility for appointing its members to the committee. The Joint Committee shall meet in accordance with the Illinois School Code. The Joint Committee shall be responsible for determining the criteria for placement of employees into groupings for honorable dismissals. If the majority of the committee does not reach a decision on the criteria for determining placement into groupings for honorable dismissals, the groupings shall be made in accordance with Section 24-12 of the school code. The Association shall be provided the sequence of honorable dismissal list by groupings (1-4) seventy five days prior to the end of the school year. Employees who disagree with their assignment to a particular group shall notify the Superintendent and Association president. Employee objections will be promptly investigated and addressed. If a revision is found necessary a corrected list shall be created, sent to the Association president, and posted in each attendance center. Any teacher subject to honorable dismissal or reduction in force shall be notified in writing by certified mail forty five days before the end of the school year.
- C. For the purpose of determining seniority with the school district, the Board, in consultation with the Association, shall each year, prior to February 1, establish a seniority list showing the name of full-time employees, date of hire, and areas of certification. In the event of equal seniority between one or more teachers, the order of hire reflected in the Board Minutes shall determine who the most senior teacher is. Part time employees will have seniority pro-rated. A copy of this list shall be given to each teacher and posted in the teacher's lounge.
- D. Any teacher who disagrees with his/her placement on the seniority list shall have thirty (30) days from the date of posting to initiate a challenge through the grievance procedure. Any mistake in the seniority list shall be corrected within thirty (30) days and a corrected copy shall be sent to the local association president

and the teacher whose seniority was listed incorrectly. A revised/corrected seniority list shall be posted on the bulletin board in the teachers' lounge.

- E. Recalls for teachers following a reduction in force shall be done according to and pursuant to the procedures codified in the Illinois School Code. In the event of equal seniority between one (1) or more equally qualified teachers, the order of hire reflected in the Board minutes shall determine seniority with the first listed teacher in the minutes having the greatest seniority. Among teachers eligible for recall, the order of recall must be in inverse order of dismissal. Teachers in groups one (1) and two (2) shall have no recall rights.
- F. For a period of one (1) years subsequent to the date of honorable dismissal, no appointment of a new teacher shall be made while there is available a dismissed teacher who is properly certified to fill such vacancy. Notification shall be made by certified mail to the last known address of the teacher on file with the administration. In the event a teacher declines the position or fails to notify the District in writing of the teacher's intention within fifteen (15) days of receipt of notification, the teacher shall be removed from the recall list.
- G. Recalled teachers shall lose no rights such as tenure, seniority, or placement on the salary schedule. Teachers recalled from RTF status will be placed upon the seniority list in accordance with the total years of service in the district.

ARTICLE V

TEACHER COMPENSATION AND FRINGE BENEFITS

5.1 Experience Credit

Teachers shall receive up to fifteen (15) years of credit on the salary schedule for prior full-time public school teaching experience.

5.2 Salary Schedule

The salary schedule, attached as Appendix A, shall be based on a one hundred eighty five (185) day school calendar.

5.3 Retirement Incentive*

A. Any Mulberry Grove CUSD #1 teacher in good standing, who has been employed by the Mulberry Grove CUSD #1 for fifteen (15) or more years, will have three options to earn a retirement incentive from the District.

1. *Option A.* - Teachers wishing to retire may submit an irrevocable letter of retirement up to four years in advance of the year of retirement. This letter must be turned in to the Board of Education via the Superintendent of Schools no later than January 1 of the one, two, three, or four years prior to the actual retirement date. Once the irrevocable letter of retirement has been received and approved by the Board, the teacher will be removed from the salary schedule and paid 4% above the previous year's creditable earnings for each of the final year(s) submitted (maximum of four (4) years).

If the teacher chooses to reduce the number of extra-curricular assignment(s), and/or if the teacher is subject to a reduction in force, the creditable earnings used for retirement will be prorated accordingly.

2. *Option B* - The teacher may receive a retirement bonus of \$125 per year of service as a final retirement incentive. The amount granted shall not exceed 6% of total creditable earnings for the final year. Any money exceeding the 6% limit will be paid as non-creditable earnings by the District, 31 days beyond the actual date of the teacher's retirement.
3. *Option C*— The District will pay the cost of the TRS 2.2 upgrade. The employer shall pay to TRS cost of the 2.2 upgrade for up to two (2) employees per school year.

To be eligible for this benefit, a teacher must be 55 years of age or older and have at least 35 years of TRS service credit.

If the District is reimbursing an employee for 2.2 TRS upgrade the employee has already paid, the payment shall be taxable. Employer payment for employee 2.2 upgrade made directly to TRS shall not be taxable. Payments shall be made prior to the teacher's last regular paycheck.

** May it be noted that should any of the above be declared improper by a TRS ruling or opinion, the clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion. Further, should the District incur a penalty for any option, this language will become null and void and the teacher will be determined not eligible for that option. ** If legislative changes occur in reference to a 6% salary cap on creditable earnings this item will be opened for negotiation prior to the expiration of the BA.*

- B. Teachers will be allowed to stay on the District hospitalization insurance plan for teachers, up to the age of sixty-five (65), subject to insurance company approval, with the teacher paying all fees for the coverage of the plan. Payments are to be made on a monthly basis with payment being due one month in advance of the date the payment is due the insurance carrier. Non-payment will cause the retiree to be dropped from the insurance plan.

5.4 Pay Days

Payment for services shall be on the 5th day of the month unless the 5th falls on a weekend or holiday, in which case the pay day will be on the last working day before the 5th, except in the month of January, where pay day will be on or before the 8th of the month.

5.5 Extra-Duties and Other Assigned Duties

- A. Extra-duties and other assigned duties are defined as any duties that are in addition to the normal work schedule and/or that exceed the normal workday of the teacher.
- B. Extra duty positions are located in Appendix B, which lists coaching and athletic sponsors pay, and Appendix C, which list pay for other assigned positions. Appendices B and C are attached and incorporated into this agreement.
- C. Any extra-duty positions which become available will be publicized to all teachers in the District.
- D. If there is a lack of qualified volunteers as determined by building Administration for any duty on Appendix C then administration will assign positions to certified staff.
 - 1. Class Sponsorship is considered a four (4) year assignment and only assigned to Jr/Sr. high staff.
 - 2. First year teachers will not be assigned to the class sponsorship rotation. They may volunteer, but will be assigned at the discretion of the building administration.
 - 3. All teachers completing a four (4) year cycle as a class sponsor shall have at least one (1) full school year free of all class sponsorship responsibilities. However, any qualified teacher wishing to waive this subparagraph and accept a new class sponsorship may do so with the administration's consent.

5.6 Extra-Duty Payroll Procedures

- A. All items listed in Appendix B (coaches, Athletic Sponsors) shall be added to the annual salary and paid on a monthly basis as part of the monthly salary payment.
 - 1. Coaches, Athletic or other Sponsors are required to turn in and/or maintain a yearly inventory of equipment and supplies, turn in request(s) for materials/supplies for the next season, and complete a list of awards/records for his/her respective activity. This information is to be returned to the respective building principal within two weeks of the closing of the season or end of the yearly activity. Coaches and other sponsors are required to

maintain or increase the number and/or reasonable quality of the issued equipment.

- B. All items listed on Appendix C shall be added to the teacher's annual salary and paid on a monthly basis as part of the monthly salary except for the following:
 - 1. Scorekeepers, timekeepers, ticket sellers, and crowd control shall be paid following the completion of each athletic season.
 - 2. Mileage and supplemental hourly pay must be submitted by the individual teacher by the 1st of the month to be paid in that month. Teachers will be reimbursed for mileage equal to the State mileage rate.

5.7 Board Requested Overtime

- A. The hourly rate for the Board requested teaching related overtime shall be calculated according to base pay (Step 1 BS Lane) / number of school days (185) / hours per day (8).
- B. Teachers, with the exception of study hall teachers, when required by the administration to accept students from an absent teacher for an entire period, will be paid at the same rate as Board requested overtime.

5.8 Insurance

- A. The District will pay \$470 per month toward the cost of the individual employee premium for the employees participating in the District's Health Insurance Program during the 2016 – 2017 and 2017-2018 school years.
 - 1. Should the premium be less than the district contribution, the contribution will be capped at the cost of the premium.
- B. The District will provide a \$20,000 term life insurance policy for each employee in the District.

5.9 Teacher Health Security Fund

The District shall pay the full contributions to the Illinois Health Security Fund.

5.10 Teacher Retirement

The District shall pay the teacher contributions of 7% of the teacher's salary to the Teachers Retirement System beginning with the 2003-2004 school years.

5.11 Continuing Education

Teachers are encouraged to be involved in professional development activities, including in-service trainings, professional conferences, workshops, and college coursework. The District will pay for professional development activities approved in advance, by both the building principal and superintendent within the District's budget limitations. Budget permitting, the District will pay for the cost of the professional development activity, travel, and food expenses.

Compensation for horizontal advancement on the salary schedule will require that college credit be earned at the graduate level. All coursework must be approved in advance by the

Superintendent of Schools. The Board reimbursement rate for teachers will be \$150 per semester credit hour of coursework taken and completed. 2014-2015 will be the last year that multiple movements horizontally will be allowed. Horizontal movement will be limited to one step/lane per year, starting with the 2015-2016 school year.

- A. All course work must be completed from an approved, accredited college or university. Teacher must submit a narrative to Superintendent detailing the program and the benefit to the district as well as how the program will enhance the teacher's classroom as part of the approval process.
- B. Refund for course work will be the actual amount of tuition paid by the employee, but shall not exceed \$150 per semester credit hour.
- C. An official grade report, transcript, letter, or e-mail from the college or university by August 1st will be required for this reimbursement to be made the same scholastic year.
- D. The reimbursement will be made once yearly, in September, for graduate work done from September 1 to August 31 of the preceding year. This payment will be forfeited if the teacher takes another position or leaves the District prior to the start of the school year in which the payment is to be made.
- E. All course work not in an approved program toward an advanced degree must be in the teacher's field of study, or a subject approved by the Superintendent.
- F. The District will cap total reimbursement at \$5,000 yearly. In the event that total reimbursements at \$150 per semester credit hour have surpassed the \$5,000 maximum, the reimbursement will be pro-rated according to earned hours among eligible recipients.
- G. Only tenured teachers will be eligible for the coursework reimbursement program.
- H. Beginning in the 2013-2014 scholastic year, quarter hours will be equivalent to 0.67 semester hours. Hours submitted will be rounded to the nearest whole number. E.g. 3 quarter hours = 2.01 = 2 semester hours.
- I. All teachers who successfully completes a doctoral degree in an approved field of study will receive a one (1) time bonus of \$1000.

5.12 Summer School Instruction

- A. Summer School will be paid through regular payroll checks.
- B. Teachers shall be paid at the rate of \$1.00 per hour above the established overtime rate.
- C. For every six (6) hours of direct student contact (instruction), the teacher will be paid for one hour of preparation time.

5.13 Senior Scholarship

The Mulberry Grove School District will cooperate jointly with the Mulberry Grove Education Association in establishing and maintaining two (2) senior scholarships. The Board will contribute \$500 toward each of the following two (2) scholarship Funds beginning with the 2007 - 2008 school year.

* The MGEA Senior Scholarship & ** The Sandra Gnaedinger Scholarship.

5.14 Flex-Time

Teachers shall be granted Flex-Time equal to one work day (7 ½ hours) per year. This time can only be used with prior approval of building administration and used in 30,60 or 90 minute intervals, between 8a.m. and 3p.m.. Administration has the right to limit or deny the request and that decision cannot be grieved by the association or any of the members. This time may not accumulate from year to year and if not used will be forfeited at the conclusion of each school year. The person given the directive to cover the flex-time understands there will be no compensation for this assignment.

ARTICLE VI

ABSENTEEISM AND LEAVES

6.1 Sick Leave and Absenteeism

- A. Teachers will minimally be entitled to ten (10) sick leave and two (2) personal days each year. Sick leave shall accumulate to unlimited days.
- B. (Sick Leave Balloon) A teacher retiring from the District shall be eligible for a sick leave balloon benefit. In order to receive this benefit the employee shall provide the District with an irrevocable letter of resignation five (5) years in advance. The employee shall confirm the number of sick leave days accumulated at the time this retirement letter is given. The employer shall increase the employee's accumulated sick leave by 50% above what the employee has accumulated in total at that time. The maximum number of additional sick leave days granted will not exceed a total accumulated number of 340 sick leave days.
- C. Teachers will be entitled to ten (10) sick and two (2) personal leave days for each of years 1-4; Tenured teachers will receive ten (10) sick leave days and three (3) personal leave days for each of years 5-9, ten (10) sick days and four (4) personal leave days for each of years 10-14, and ten (10) sick days and five (5) personal leave days for years 15 and over.
- D. If more than two (2) personal leave days are used, then the employee will not be eligible for full attendance incentive.
- E. Each teacher shall be notified in writing as to his/her present accumulated sick leave days no later than the first day of the current year.
- F. A personal leave day may be requested just before or after a holiday with administrative approval. Denial may not be grieved.
- G. All personal leave days are to be requested one (1) week prior to the leave date except in an emergency. Administrative action on requests for personal leave shall be taken within two (2) working days.
- H. Sick leave shall be interpreted to mean personal illness or illness or death in the immediate family or household. The immediate family for the purposes of this agreement shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers and sisters-in-law, significant others. In unusual circumstances, and with administrative approval, sick leave may be granted for illness or death of aunt, uncles, nephews, nieces, and legal guardians.
- I. The Board will offer an incentive for attendance as follows:
 - 1. Sick Leave, Dock days (beyond four (4) Bereavement days and two (2) personal leave days used per year).

Incentive

| | |
|------------|-------|
| 0 | \$400 |
| 1/2 to 1 | \$350 |
| 1 1/2 to 2 | \$300 |
| 2 1/2 to 3 | \$250 |

2. Attendance incentive will be paid in the July pay period following the school year.
- J. Any absenteeism, other than that which is approved by the building principal, is deductible from the yearly salary based upon the yearly salary divided by one hundred eighty-five (185) days.
- K. Substitute teachers must be paid by the Board.
- L. Any conditions other than as stated above must be approved by the Board.

6.2 Bereavement Leave

Bereavement leave shall not exceed four (4) days per family loss. The first four (4) days will not be charged against the attendance incentive and do not count against entitled personal leave days. Additional days beyond the first two will result in loss of incentive pay. Bereavement leave beyond four (4) days will be counted as sick leave. Bereavement leave shall not accumulate.

6.3 Maternal-Paternal Leave

- A. Absence due to a pregnancy related disability shall be treated as sick leave. The Board shall grant a request for maternal-paternal leave of absence of not more than one semester.
- B. The beginning and termination days of leave shall be determined by the teacher and attending physician.
- C. A teacher who returns from maternal-paternal leave shall be reinstated to the teacher's former position or equivalent.

6.4 Family Medical Leave Act

- A. All full and part-time employees shall be eligible for up to twelve (12) weeks of family medical leave in a 365-day rolling period, for any purpose allowed by the Family Medical Leave Act.
- B. During the family medical leave period, the employer shall continue to pay the health insurance premium pursuant to this collective bargaining agreement. Following the leave period employees shall be reinstated to his/her previous position, if it is available. If the employee's previous position is not available, the employee shall be reinstated to an equivalent position.
- C. The employee shall have the option to make use of family medical leave or any other contractual leave consecutively. Employees shall not be required to use family medical leave prior to, instead of, or as a substitute for any accrued leave. At the employee's option, the employee may elect to use personal leave or sick leave before or after the approved period, not intermittently. Where both the employee and a covered individual (e.g. spouse, parent, child, etc.) are employed by the Board, each will be entitled to twelve (12) weeks of leave in a rolling 365-day period.

- D. The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.
1. The employee ordinarily must provide (30) days advance notice when the leave is "foreseeable".
 2. An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at employer's expense) and a fitness for duty report to return to work.

6.5 Association Leave

The Association will be allowed four (4) days absence from their duties without loss of pay each year to attend to Association business and affairs.

6.6 Leave of Absence

A leave of absence of up to one (1) year without pay shall be granted at the discretion of the Board to any teacher who has reasonable need for such a leave. Association viewpoints will be heard prior to the final approval or disapproval.

6.7 Sick Leave Donation

- A. Any teacher may donate sick leave days to any other member of the bargaining unit that has exhausted his/her sick leave days.
- B. Sick leave days donated by an employee shall not count against the employee's attendance bonus.
- C. Application for the donated sick leave shall be made to the association president.
- D. Members of the bargaining unit will be informed of the need for sick leave donation by the association president. A form will be used for employees to elect to donate days.
- E. Contribution of sick leave will be strictly voluntary and at the option of each individual employee.
- F. The Superintendent and the Association president will administer the donated days jointly through a drawing. Donated days which are not used shall be returned to the donating employee.

ARTICLE VII

GUIDELINES FOR NEGOTIATIONS

- 7.1 The Board of Education and the Mulberry Grove Education Association agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith concerning wages, fringe benefits, and working conditions.
- 7.2 The negotiating teams are defined as a team of no more than four (4) members, including no more than three (3) Board members, representing the Mulberry Grove Board of Education and a team of no more than four (4) members representing the Mulberry Grove Education Association. Each team shall appoint co-spokespersons.
- 7.3 It is the mutual responsibility of both the Board and the Association to confer upon their designated representatives the necessary authority to make proposals, consider proposals, and make counter proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Board of Education and the Association for ratification.
- 7.4 The negotiation meetings shall be held on such dates and times agreed to by both parties.
- 7.5 Proposals and items to be considered for negotiations shall be submitted by both the Board and the Association at the initial meeting.
- 7.6 Both parties may call upon competent professional or lay persons to consider the matter under discussion and make suggestions. The parties have the right to utilize the services of a consultant in the deliberations.
- 7.7 When the Association and the Board reach a tentative agreement on all matters being negotiated, the items shall be reduced to writing and submitted to the membership of the Association for ratification and to the Board for official approval.
- 7.8 Negotiations meetings shall be closed to the public and to personnel except for team members. The following ground rules shall be observed:
 - A. All communications to the press will be issued as a unit by co-spokespersons of each party.
 - B. Caucuses by both parties shall be kept to a maximum of thirty (30) minutes.

EFFECT OF AGREEMENT

This agreement shall become effective retroactive to July 1, 2016 and remain in effect until June 30, 2018.

This agreement is signed this 23rd day of September, 2016.

For the Mulberry Grove Community Unit District # 1 Board of Education:

_____, President

_____, Secretary

Mulberry Grove Education Association (MGEA)

_____, President

_____, Secretary

2016-2017 SALARY SCHEDULE

1.5% + Step/Longevity

| Step | BS | BS+8 | BS+16 | BS+24 | MS | MS+8 | MS+16 | MS+24 | MS+32 |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 31775.40 | 32875.40 | 33975.40 | 35075.40 | 36175.40 | 37275.40 | 38375.40 | 39475.40 | 40575.40 |
| 2 | 32675.40 | 33775.40 | 34875.40 | 35975.40 | 37075.40 | 38175.40 | 39275.40 | 40375.40 | 41475.40 |
| 3 | 33575.40 | 34675.40 | 35775.40 | 36875.40 | 37975.40 | 39075.40 | 40175.40 | 41275.40 | 42375.40 |
| 4 | 34475.40 | 35575.40 | 36675.40 | 37775.40 | 38875.40 | 39975.40 | 41075.40 | 42175.40 | 43275.40 |
| 5 | 35375.40 | 36475.40 | 37575.40 | 38675.40 | 39775.40 | 40875.40 | 41975.40 | 43075.40 | 44175.40 |
| 6 | 36275.40 | 37375.40 | 38475.40 | 39575.40 | 40675.40 | 41775.40 | 42875.40 | 43975.40 | 45075.40 |
| 7 | 37175.40 | 38275.40 | 39375.40 | 40475.40 | 41575.40 | 42675.40 | 43775.40 | 44875.40 | 45975.40 |
| 8 | 38075.40 | 39175.40 | 40275.40 | 41375.40 | 42475.40 | 43575.40 | 44675.40 | 45775.40 | 46875.40 |
| 9 | 38975.40 | 40075.40 | 41175.40 | 42275.40 | 43375.40 | 44475.40 | 45575.40 | 46675.40 | 47775.40 |
| 10 | 39875.40 | 40975.40 | 42075.40 | 43175.40 | 44275.40 | 45375.40 | 46475.40 | 47575.40 | 48675.40 |
| 11 | 40775.40 | 41875.40 | 42975.40 | 44075.40 | 45175.40 | 46275.40 | 47375.40 | 48475.40 | 49575.40 |
| 12 | 41675.40 | 42775.40 | 43875.40 | 44975.40 | 46075.40 | 47175.40 | 48275.40 | 49375.40 | 50475.40 |
| 13 | 42575.40 | 43675.40 | 44775.40 | 45875.40 | 46975.40 | 48075.40 | 49175.40 | 50275.40 | 51375.40 |
| 14 | 43475.40 | 44575.40 | 45675.40 | 46775.40 | 47875.40 | 48975.40 | 50075.40 | 51175.40 | 52275.40 |
| 15 | 44375.40 | 45475.40 | 46575.40 | 47675.40 | 48775.40 | 49875.40 | 50975.40 | 52075.40 | 53175.40 |

2017-2018 SALARY SCHEDULE

1% + Step/Longevity

| Step | BS | BS+8 | BS+16 | BS+24 | MS | MS+8 | MS+16 | MS+24 | MS+32 |
|------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1 | 32093.15 | 33193.15 | 34293.15 | 35393.15 | 36493.15 | 37593.15 | 38693.15 | 39793.15 | 40893.15 |
| 2 | 32993.15 | 34093.15 | 35193.15 | 36293.15 | 37393.15 | 38493.15 | 39593.15 | 40693.15 | 41793.15 |
| 3 | 33893.15 | 34993.15 | 36093.15 | 37193.15 | 38293.15 | 39393.15 | 40493.15 | 41593.15 | 42693.15 |
| 4 | 34793.15 | 35893.15 | 36993.15 | 38093.15 | 39193.15 | 40293.15 | 41393.15 | 42493.15 | 43593.15 |
| 5 | 35693.15 | 36793.15 | 37893.15 | 38993.15 | 40093.15 | 41193.15 | 42293.15 | 43393.15 | 44493.15 |
| 6 | 36593.15 | 37693.15 | 38793.15 | 39893.15 | 40993.15 | 42093.15 | 43193.15 | 44293.15 | 45393.15 |
| 7 | 37493.15 | 38593.15 | 39693.15 | 40793.15 | 41893.15 | 42993.15 | 44093.15 | 45193.15 | 46293.15 |
| 8 | 38393.15 | 39493.15 | 40593.15 | 41693.15 | 42793.15 | 43893.15 | 44993.15 | 46093.15 | 47193.15 |
| 9 | 39293.15 | 40393.15 | 41493.15 | 42593.15 | 43693.15 | 44793.15 | 45893.15 | 46993.15 | 48093.15 |
| 10 | 40193.15 | 41293.15 | 42393.15 | 43493.15 | 44593.15 | 45693.15 | 46793.15 | 47893.15 | 48993.15 |
| 11 | 41093.15 | 42193.15 | 43293.15 | 44393.15 | 45493.15 | 46593.15 | 47693.15 | 48793.15 | 49893.15 |
| 12 | 41993.15 | 43093.15 | 44193.15 | 45293.15 | 46393.15 | 47493.15 | 48593.15 | 49693.15 | 50793.15 |
| 13 | 42893.15 | 43993.15 | 45093.15 | 46193.15 | 47293.15 | 48393.15 | 49493.15 | 50593.15 | 51693.15 |
| 14 | 43793.15 | 44893.15 | 45993.15 | 47093.15 | 48193.15 | 49293.15 | 50393.15 | 51493.15 | 52593.15 |
| 15 | 44693.15 | 45793.15 | 46893.15 | 47993.15 | 49093.15 | 50193.15 | 51293.15 | 52393.15 | 53493.15 |

Board Paid Retirement - 7%

NOTE# Teachers who have more than 15 years of full time service on the salary schedule will receive a longevity bonus in the amount of 900 dollars. This bonus will not be used in calculating the teacher's salary for the following year.

APPENDIX B

EXTRA DUTY SCHEDULE

2016-2017 Base \$31,775.40

2017-2018 Base \$32,093.15

| <u>Position</u> | <u>2016-2018</u> |
|----------------------------|------------------|
| Head H.S. BKB | 12% |
| Assistant BKB | 6% |
| H.S. cheerleading | 6% |
| H.S. Softball | 6.5% |
| Assistant Softball | 2% |
| H.S. Baseball | 10% |
| H.S. Asst. Baseball | 3.5% |
| H.S. Volleyball | 8% |
| Assistant Volleyball | 3.2% |
| J.H. BoysBKB | 7.5% |
| J.H. Cheerleading | 4% |
| Asst. J.H. Boys BKB | 3.4% |
| J. H. Girls BKB | 5% |
| J.H. ASST. GBKB | 2% |
| J.H. Baseball | 5% |
| Asst. J.H. Baseball | 2% |
| J.H. Softball | 5% |
| Asst. J.H. Softball | 2% |
| J.H. Volleyball | 6% |
| Asst. J.H. Volleyball | 2% |
| Elementary Basketball | 3.5% |
| Asst Elem. Basketball | 1.5% |
| Elem. Cheerleading | 2.5% |
| Scholar Bowl/WYSE Team (2) | 4% |

APPENDIX C

OTHER ASSIGNED DUTIES

2016-2017 Base \$31,775.40

2017-2018 Base \$32,093.15

| <u>Position</u> | <u>2016-18</u> |
|----------------------------|------------------|
| Athletic Director | 12.5% |
| Class Sponsors: | |
| Freshman (2) | 1% |
| Sophomore (2) | 1.5% |
| Junior (2) | 2% |
| Senior (2) | 2.5% |
| Color Guard | 0.7% |
| Score Keeper/Timer | \$40/per evening |
| Ticket Taker/Crowd Control | \$30/per evening |
| Band @ games | \$30/per evening |
| National Honor Society | 1.5% |
| F.F.A. | 2.5% |
| Yearbook | 4% |
| Student Council | 2% |