

MASTER CONTRACT

**UNITED CUSD #304
BOARD OF EDUCATION**

AND

UNITED EDUCATION ASSOCIATION

2015 - 2018

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**MASTER CONTRACT
UNITED DISTRICT 304 BOARD OF EDUCATION
UNITED EDUCATION ASSOCIATION**

PREAMBLE

The District Board of Education of District 304, hereinafter referred to as the "District Board", and the United Education Association, hereinafter referred to as the "Association", recognize that the aim of public school is to provide the best education possible for children and youth in the district without interruption.

Attainment of educational objectives of the district requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the Education Profession.

ARTICLE 1. RECOGNITION

The District Board hereby recognizes the U.E.A., affiliated with I.E.A. - N.E.A., as the exclusive and sole negotiation agent for all regularly employed full time and part time certificated personnel except the following classifications: Superintendent, Principals, and other administrative or supervisory personnel and any managerial, confidential, and short term employees as set forth in the Section 2(b) of the IELRA.

ARTICLE 2. DEFINING OF RESPONSIBILITIES AND RIGHTS

- A. The District Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

- B. Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment, as well as the impact thereon, upon request by employee representatives.

To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of the Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours, or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act. (As stated in Section 4 of the Law)

Additional matters may be negotiated if mutually agreed upon.

C. As a duly elected body exercising governmental power under color of law of the State of Illinois, the District Board undertakes and agrees that it will continue not to directly or indirect discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of Illinois and the United States; that it will continue not to discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the District Board, or his institution of any grievance, complaint, or proceeding under this agreement.

D. Teachers shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.

Reasonable request for access by Association representatives to work areas of professionals represented by the Association will be granted by the administration provided that no interference with the instructional program would be occasioned by the granting of such requests and provided all visitors obtain permission from the Superintendent's office before proceeding to their ultimate destinations.

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating unit's business on behalf of the members of the negotiating unit. All material so disseminated through school channels must be approved by the Superintendent or his designee.

The Association shall also have the right to hold general membership meetings on school district property provided such meetings in no way interfere with any aspect of the instructional program and provided that if such meetings entail additional maintenance or custodial expenses, the Association will assume the additional charge.

The Association shall be allowed to use bulletin board space in each school. Only representatives of the Association will use bulletin boards for Association business.

E. No Association's views on matters relating to Supervisor-teacher or District Board-teacher relationships will be discussed in the presence of students.

F. Any teacher who is required to appear before the District Board to answer a charge which may result in discipline, suspension, demotion, or discharge may be represented by the Association at such meeting. The Teacher shall be given at least forty-eight (48) hours notice of such meeting and the nature of the charge.

G. A teacher will be given notice of a change in a tentative assignment by July 15. If a teacher's tentative assignment is changed thereafter due to student enrollment, staff changes, or other reasons, the superintendent will meet with the teacher and discuss the reason for the assignment change.

H. The Association shall be given the name and address of each newly hired full-time teacher.

I. Fair Share: Except those who were non-members on November 1, 2004, and who do not subsequently join, 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.

In the event that the teacher does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the District Board shall deduct the fair share fee from the wages of the non-member. The District Board shall pay such fee to the Association no later than ten (10) days following deduction.

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.

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 District Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

- J. The superintendent shall email the official minutes of the District Board meetings or hearings to the Association President within five working days of their approval.

ARTICLE 3. EFFECT OF AGREEMENT

- A. This agreement shall not be modified in whole or in part except by an amendment in writing duly executed by both the Association and the District Board.
- B. The terms and conditions of this agreement shall be reflected in individual contracts.
- C. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in effect. Should any additional modification or change be made in this agreement it shall be necessary that the parties mutually agree in writing.

ARTICLE 4. NEGOTIATING PROCEDURES

- A. Upon demand of either party, collective bargaining between the employer and an exclusive bargaining representative must begin within 60 days of the date of certification of the representative by the Board, or in the case of an existing exclusive bargaining representative, within 60 days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a 60-day period, unless a contract is entered into. (As stated in the Law p. 7, Section XII, paragraph 2)
- B. Once an agreement is reached between representatives of the educational employees and the educational employer, and is ratified by both parties, the agreement shall be reduced to writing and signed by the parties. (As stated in the Law p. 6, Section X)
- C. If the parties engaged in collective bargaining have not reached an agreement by 90 days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations. (As stated in the Law p. 7, Section XII, paragraph 1)

Mediation/Fact-Finding (As stated in the Law p. 7, Section XII, paragraphs 3, 4, 5)

If after a reasonable period of negotiation and within 90 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 Board to initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If mutually requested by the Association and the District Board, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the Board and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the American Arbitration Association selected by both the exclusive bargaining representative and the employer.

If the parties engaged in collective bargaining fail to reach an agreement within 45 days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Educational Labor Relations Board shall invoke mediation.

The costs of fact finding and mediation shall be shared equally between the District Board and the Association.

ARTICLE 5. GRIEVANCE PROCEDURE

DEFINITIONS

- A. A grievance shall be any claim by the Association or any employee that there has been a violation, misrepresentation, and misapplication of the terms of this Agreement as it relates to the employees' rights to fair treatment under the Agreement.
- B. 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, then time limits shall consist of all weekdays.

PROCEDURES

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the association, a grievance may be processed as follows:

- A. STEP I - The Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within two (2) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision. The Step I grievance must be filed within twenty (20) days of the occurrence giving rise to the grievance or the teacher or Association's reasonable knowledge of the alleged contract violation. The Step I grievance must include a summary of the factual basis for the grievance, cite the alleged contract sections violated, and identify any requested remedies.
- B. STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the superintendent or the superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The superintendent shall arrange with the Association representative for a meeting to take place within five (5) days of the superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.
- C. STEP III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.
 - 1. Neither the District 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.
 - 2. The arbitrator shall have no power to alter the terms of this agreement.

BYPASS TO SUPERINTENDENT

If the Association and superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

BYPASS TO ARBITRATION

If the superintendent and the Association agree, a grievance may be submitted directly to arbitration.

CLASS GRIEVANCE

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

ASSOCIATION PARTICIPATION - EMPLOYEE REPRESENTED

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

ASSOCIATION PARTICIPATION - EMPLOYEE NOT A MEMBER OF THE ASSOCIATION

When an employee is not a member of the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

BOARD - ADMINISTRATION COOPERATION

The Board and the administration shall cooperate with the Association in the investigation of any grievance.

NO REPRISALS CLAUSE

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

RELEASED TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.

FILING OF MATERIALS

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

GRIEVANCE WITHDRAWAL

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

NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step. If the Association fails to appeal the grievance in accordance with the time limits set forth in their grievance procedure, the grievance shall be waived and the Association precluded from further appeal of the grievance.

AAA RULES

At the request of either party, the Expedited Arbitration Rules of the American Arbitration Association shall be used.

The parties shall share the fees and the expenses of the arbitrator equally.

ARTICLE 6. NOTICE OF VACANCIES, PROMOTIONS, AND TRANSFERS

A. POSTING

In the event the District Board determines that a vacancy exists, notice will be posted of such opening in a teaching, administrative, or stipend schedule position for a period of ten (10) working days unless the superintendent determines the position must be filled more promptly due to critical staffing issues or other extenuating circumstances. The vacancy shall be posted on the District website, the mail room bulletin board in each of the District's educational buildings, and emailed to the Association President. Any District teacher who applies for a posted vacancy shall be given an interview unless the superintendent determines the position must be filled more promptly due to critical staffing issues or other extenuating circumstances.

B. VOLUNTARY TRANSFERS

A teacher who informs the superintendent in writing that he or she wishes to transfer to another posted position in the District shall be given an opportunity for an interview prior to the time that the position is filled, unless the superintendent determines that an emergency exists.

C. INVOLUNTARY TRANSFERS PROCEDURES

When the District Board determines that it is necessary to transfer a teacher involuntarily, the teacher so transferred involuntarily may resign without penalty. In the event of an involuntary transfer, the District will consider volunteers who have requested the position in writing; however, the final decision shall be made by the superintendent in accordance with his determination of the best interests of the District.

ARTICLE 7. PERSONNEL FILE

A. CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS

A teacher shall be given a copy of any material to be placed in the teacher's personnel file, excepting pre-employment recommendations, provided the teacher's written response is submitted within thirty (30) days of the receipt of such material.

B. PERSONNEL FILE RIGHTS

The Teacher shall have the right to respond to any material that is entered into their file and his/her response shall be attached to the file. A teacher shall have the right to examine his/her personnel file and to have a representative of the Association accompany him/her in such review. Upon request, the District Board will reproduce any materials in his/her personnel file without cost one time. Thereafter, each copy shall be made at the cost of \$.05 per page except as may be required by law.

ARTICLE 8. TEACHER EVALUATION

The evaluation plan of the District shall be developed with the Association and shall provide a rating system for teacher's performance, provide that a copy of the evaluation shall be placed in the teacher's personnel file, provide for a post evaluation conference, and provide for the opportunity for a teacher to sign the completed evaluation. The plan shall specify that the teacher's signature does not necessarily constitute agreement to the substance of the evaluation. The plan shall specify that a teacher may file a written response to the evaluation, that the evaluation and response shall be attached and placed in the teacher's personnel file, and that the supervisor will sign the response acknowledging receipt. Only regularly employed and qualified District administrators will evaluate teachers.

ARTICLE 9. SUSPENSION

The District Board may suspend a teacher with pay at its discretion. The District Board may suspend a teacher without pay for cause due to misconduct, violation of the rules of the Board or other failure to perform professional responsibilities. Prior to suspension without pay for cause, the teacher shall be given an opportunity to be heard by the Board on the suspension. In no case shall a disciplinary suspension without pay extend for more than ten (10) workdays. Nothing in this Article shall be construed to have any application to any procedure for dismissal and shall not restrict the ability to suspend a teacher without pay following adoption of a Board resolution and prior to hearing on the dismissal. The Association President will be notified the same day as the association member of a suspension.

ARTICLE 10. SENIORITY

A. SENIORITY

Seniority will be defined as the length of continuing service as a teacher in the District beginning with the first day on which full-time, probationary teaching duties are performed, provided, however, that less than full-time teaching service will be computed on a pro rata basis. Unpaid leaves of absence approved by the District Board will not constitute a break in teaching service provided, however, that unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority.

B. SENIORITY TIEBREAKER

1. If total continuing service as a teacher with the District is equal between two or more teachers, then seniority will be determined by total service as a teacher with the District, whether or not continuous. (Such service will be computed as described in paragraph A above.)
2. If total service as a teacher with the District is equal between two or more teachers, then seniority will be determined by educational lane placement on the salary schedule and the

teacher with the more advanced lane placement (i.e., furthest horizontal lane advancement) will be considered the most senior.

3. If total service as a teacher with the District and educational lane placement are equal between two or more teachers, then seniority will be determined by total service as a teacher outside of the District.
4. If two or more teachers remain equal in seniority after application of the above-listed factors, the teacher with the greatest seniority will be decided by drawing lots.

C. LOSS OF SENIORITY

Seniority is lost upon resignation, dismissal for cause, retirement, failure to return within ten (10) days from a leave of absence, refusal of recall to a regular position or failure to respond within ten (10) days after the mailing of a written recall notice sent by certified mail. The Association President will be notified the same day as the teacher of the loss of seniority.

ARTICLE 11. REDUCTION IN FORCE AND RECALL

A. SEQUENCE OF HONORABLE DISMISSAL LIST PROCEDURES

At least 75 days before the end of each school term, the Superintendent shall distribute copies of a Sequence of Honorable Dismissal list ("SOD List"), categorized by teaching positions and the RIF groupings set forth in Section 5/24-12 of The School Code to the UEA President. The District may move teachers from RIF grouping one into another RIF grouping during the period of time from 75 days until 45 days before the end of the school term. Each teacher must be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established in a District job description. Legal qualifications, as used in this Article, shall include all statutory and regulatory prerequisites for teaching service in a specific position, including the certification requirements of Article 21 of The School Code, the academic experience requirements of the State Board of Education No. 1 (or its successor or supplementary regulations), and any additional job description requirements for the position established on or before May 10 prior to the school year during which the sequence of dismissal is determined.

B. REDUCTION-IN-FORCE AND RECALL PROCEDURES

If the Board's decision to decrease the number of teachers employed or to discontinue some type of teaching service requires the RIF dismissal of teachers, the Board shall dismiss teachers in the position(s) affected by the RIF in order of the teachers' RIF grouping, with teachers in RIF grouping one dismissed first and teachers in RIF grouping four dismissed last. The sequence of dismissal within RIF grouping one is at the District's discretion. Within RIF grouping two, teachers with the lowest average performance evaluation ratings based upon the teacher's previous two (2) performance evaluation ratings will be dismissed first. Within RIF groupings three and four, the teacher with the shortest length of continuing District service as defined by Article 10 shall be dismissed first. Teachers dismissed shall receive notices of honorable dismissal at least 45 days before the end of the school term in accordance with the requirements of Section 5/24-12 of The School Code.

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following its reduction-in-force, the Board shall tender the vacant position to the honorably dismissed teachers in RIF groupings three or four who are legally qualified to hold the position in inverse order of RIF dismissal. Any recalled teacher shall retain his or her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the

tenured teacher did not teach shall not be counted towards seniority. A teacher in RIF grouping two will be entitled to limited recall rights pursuant to Section 5/24-12(b) of the School Code, provided the teacher meets the qualifications for limited recall rights under the statute based upon their previous performance rating.

To be eligible for recall, an honorably dismissed teacher must provide the District Board in writing, prior to the last day of the school term of dismissal, with the address where the teacher may be reached. The teacher must also notify the District Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position tendered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. Any teacher who rejects an offer of a full-time vacant position shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

ARTICLE 12. CALENDAR -- WORK LOAD

A. LENGTH OF WORK DAY

The length of the instructional workday for all teachers shall extend from fifteen (15) minutes prior to the first class in the morning until twenty-five (25) minutes after the last class in the afternoon. However, the principal may release a teacher after the last class in the afternoon upon being satisfied that a good cause exists.

1. LUNCH PERIODS

All full-time teachers shall have a duty free lunch period of not less than thirty (30) minutes per day.

2. PREPARATION TIME

Junior and Senior High School Teachers shall receive as a preparation time a period of time no less than a class period.

The Association reserves the right to bargain the impact of any change in the class schedule.

Elementary teachers shall receive as a preparation time a period of time during the school day of thirty (30) minutes but not less than twenty-five (25) continuous minutes during which students are involved in for recess, physical education, art or other such activities.

3. Subject to prearrangement with the building principal, athletic coaches/extracurricular sponsors will be released at the end of the teacher instruction time to enable them sufficient time to travel to practices. Sponsors/coaches will be released from all duties for contests.

Nothing in this section shall operate to deny any teacher a lunch period as otherwise provided in this Agreement. Nothing in this section shall operate to limit the ability of the administration to schedule additional preparation time.

B. CLASS SIZE

The parties recognize that class size is dependent upon the financial resources of the district and the District Board's determination of the best interests of the students. The District Board acknowledges as its goal suitable and appropriate class sizes and invites Association comment upon its efforts to achieve those goals.

C. THREAT TO TEACHERS

Any case of assault or telephone threats upon a teacher shall be promptly reported to the administration. The District Board shall provide all reasonable assistance to the teacher in handling the incident by law enforcement and judicial authorities.

D. EARLY DISMISSALS

The District Board shall designate seven (7) days in the school year for a two-hour early dismissal. This time is to be spent on building collaboration, grade level collaboration, subject area collaboration, student growth, AIMSWEB, PARCC, state mandated training, common core, ACT, and Aspire. There will be an early dismissal day at the end of each semester for the purpose of grade preparation.

E. PARENT-TEACHER CONFERENCES

On Thursday of all district parent-teacher conferences, the students shall be dismissed early, and parent-teacher conferences will be from 4:00 p.m. to 8:00 p.m. On Friday there will be no students, and conferences will be from 8:30 a.m. to 11:30 a.m.

The two-hour early dismissal day in February of each year will be designated as an additional parent-teacher conference from 1-6:30 p.m. Each building's participation in this parent teacher conference will be optional and at the discretion of the building administrator. The teachers in the participating buildings will be compensated at the committee pay rate for any time in which conferences takes place beyond their contractual day.

F. SCHOOL YEAR

School shall start in District 304 on August 15, 2016 and August 14, 2017.

ARTICLE 13. EMERGENCY SCHOOL CLOSING

A. NOTIFICATION PROCEDURE

When school is canceled due to inclement weather or other emergency, notifications of the closing of schools will be released for broadcast over Galesburg, Monmouth, and Aledo radio stations. The District shall develop and use a phone system to contact employees.

B. BOMB THREAT PROCEDURE

No Teacher shall be required to search for the bomb in the event school is evacuated due to a bomb threat.

ARTICLE 14: IN-SERVICE TRAINING AND SCHOOL IMPROVEMENT DAYS

The Association shall, at its discretion, provide the District Board with recommendations as to the content and scheduling of in-service training programs based upon teacher input.

One full school improvement day per school year shall be organized and used to integrate a district-wide vertical alignment of curriculum, unless deemed unnecessary by the District Professional Development Committee.

ARTICLE 15. DISSOLUTION AND ANNEXATION, COMBINATION, UNIT DISTRICT FORMATION, CONVERSION, DEACTIVATION, OR OTHER FORM OF REORGANIZATION OF THE DISTRICT

In the event the District Board votes to combine with another school district, or, in the event the Board receives notice from another school district of its petition to combine with this school district, the District Board shall notify the Association of the vote or petition and shall offer to enter into negotiations with the Association regarding the impact of such combination upon the faculty of this District.

ARTICLE 16. LEAVES

A. SICK LEAVE

The District Board will grant twelve (12) days of sick leave privileges with pay each year and such days may be accumulated without limitation. Upon accumulation of 100 sick days, the District Board will grant fifteen (15) sick days per year. If a teacher falls below 100 days, the teacher will return to twelve (12) sick days. Sick leave days will be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The use of sick leave will be determined by section 122-24-6 of the Illinois School Code. "Immediate family" includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition to the "immediate family" defined by section 122-24-6, this section shall include a son-in-law and daughter-in-law.

Teachers who work less than full-time shall receive prorated sick days equal to the amount of time worked each day. These days can accumulate for part-time teachers.

B. PERSONAL LEAVE

Each teacher will be allowed two (2) days personal leave per year. Teachers with fifteen (15) years of service in the District will be allowed three (3) days personal leave per year. Teachers with twenty-five (25) years of service in the District will be allowed four (4) day of personal leave per year. Teachers who work less than full-time shall receive prorated personal days equal to the amount of time worked each day. Unused personal leave days will be automatically added to the accumulated sick leave at the end of the year.

On workdays immediately preceding or following a day of non-attendance (holiday), a limit of 10% of District teachers may utilize personal leave. Personal days on these dates will be granted by the Superintendent on a first come, first served basis. Leave request forms must be filled out, dated, and turned into the Superintendent or his designee. The superintendent or his designee will respond to the request in fewer than 10 working days. The superintendent may grant additional leaves on these dates based on extenuating circumstances and substitute availability.

C. PROFESSIONAL LEAVE (PAID)

Teachers may request professional leave to attend conferences and other professional activities. Such requests shall be considered on a case by case basis by the District and may be granted as the District determines the needs of the District may warrant.

D. ASSOCIATION DAYS

The United Education Association will be allowed four days per school year of released time for the handling of Association business as deemed appropriate by the Association President(s). The Association will pay for the substitute for those days.

E. SABBATICAL LEAVE

The Board of Education will consider requests for Sabbatical leave for tenured teachers as provided in Section 24: 6-1 of the School Code.

F. BEREAVEMENT LEAVE (PAID)

Teachers shall be granted bereavement leave for leave connected with the attending of funerals of the immediate family as follows:

1. Each employee shall be granted up to one (1) bereavement day with pay per occurrence to be used in the event of the death of the teacher's grandfather-in-law, grandmother-in-law, aunt, uncle, niece, nephew, or cousin.
2. Each employee shall be granted up to two (2) bereavement days with pay per occurrence to be used in the event of the death of the teacher's brother, sister, legal guardian, children-in-law, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or foster child.
3. Each employee shall be granted up to three (3) bereavement days with pay per occurrence to be used in the event of the death of the teacher's spouse, child, stepchild, father or mother.
4. Bereavement leave shall not accumulate and is not transferable. Bereavement day(s) taken pursuant to this clause shall not be deducted from sick leave.
5. Additional leave for bereavement may be granted at the Superintendent, or his/her designee's discretion.

G. FAMILY LEAVE

The collective bargaining agreement is bound to the parameters established by state and federal law. Consequently, Family Leave is subject to the U.S. Department of Labor (Wage and hour Division) Family and Medical Leave Rights and Procedures. This reference is included in the addendum at the end of the master contract.

H. JURY SERVICE AND SUBPOENA (PAID)

There shall be no loss of pay due to jury service by a teacher or subpoena issued by the clerk of a court and served on the employee who attends a trial or gives a deposition in any matter arising from his/her employment as a teacher pending in a court, provided, however, that the amount received for jury service or per diem fees for the subpoena shall be given to the District by the teacher.

I. OTHER LEAVE OF ABSENCE (NON PAID)

The District Board, in its discretion, may grant non paid leaves of absence for study, child care, or other appropriate causes. Leaves shall be granted without loss of accrued sick leave, tenure, or seniority.

J. WORKERS COMPENSATION

If a teacher qualifies to receive benefits under the District's workers compensation insurance policy, the District will pay the balance of his/her regular contract salary for the duration of said eligible worker's compensation claim. If the teacher wishes to be paid directly by the District for his/her full regular contract salary during a workers compensation benefit period, the teacher shall sign over by endorsement or reimburse to the District any benefits paid to the employee by the District's insurance carrier.

ARTICLE 17. CONTINUING EDUCATION

A. COLLEGE CREDIT

Additional salary for increased graduate level college credit toward a Master's Degree will be granted for work completed by September 1 and December 31 of the contract year. Additional salary for graduate level work beyond the Master's Degree will be granted annually on September 1. In both cases, the teacher must meet the stated deadlines for approval of the credit

Teachers who have a Master's degree as a means to earn initial certification will be placed at the BA Level. Teachers who have earned graduate credit, as a means to earn initial certification, will not be given credit for that coursework and movement on the salary schedule.

Coursework must be in an area to advance professional teaching proficiency or a certified graduate degree program and be pre-approved by the teacher's building principal and the superintendent.

All hours must be earned at an N.C.A.T.E. accredited college/university. Hours at a non-N.C.A.T.E college/university must be pre-approved by the building principal and the superintendent.

A final grade of B or above must have been earned.

An official transcript from the college/university demonstrating successful completion must be on file in the District's administrative office.

The employee must be in active pay status.

Teachers taking such course work must have completed the course prior to September 1 and December 31, if applicable, in order to receive credit for horizontal movement on the salary schedule for the current year. Transcripts must be filed in the Superintendent's office by September 1 in order to be reflected in the September 15 paycheck and by December 31 to be included in the January 15 paycheck. In no case will a transcript be accepted for this purpose after September 1 or December 31.

B. TUITION REIMBURSEMENT

The Board will reimburse teachers up to nine (9) graduate credit hours per year. The District Board will reimburse teachers up to \$150 per semester hour of the tuition cost. Proof of tuition payment amount must be provided to the superintendent. The District reimbursement amount is not to exceed the cost of the course tuition.

ARTICLE 18. INSURANCE

A. MEDICAL, DENTAL, VISION AND LIFE INSURANCE

The District Board shall pay up to 90% of the per month premium cost for individual health insurance coverage under the District's plan. The employee will be responsible for the first \$1000 deductible each policy year. The District Board will solicit input from the Association regarding the nature of the plan coverage and identity of the carrier prior to approval.

The District Board will pay 100% of the per month premium cost for an individual dental and vision plan of the District's choice. The District Board will also pay 100% of the premium of a life insurance policy provided at a maximum of \$25,000. The Association and/or the District Board shall retain the right to bargain the impact of any change in plan coverage.

Teachers may purchase dependent and/or family health, dental, or vision insurance subject to the District carrier's approval. If the health insurance is re-bid or changed by the District Board, all currently insured employees and dependents shall be included as part of the bid specifications.

The District Board will include one UEA officer and one member to represent the Association in matters pertaining to changes in the District's health insurance provider.

B. END OF EMPLOYMENT

Health insurance will terminate as soon as the District's insurance carrier's policy allows for teachers who have had their employment terminated by the District Board or who resign their position prior to the completion of their contract year. Teachers who tender their resignation or retirement following the end of their contract year shall receive health insurance through the end of the contract year, August 31st.

ARTICLE 19. COMPENSATION

A. PAYROLL SCHEDULE

Each teacher shall be paid in twenty-four (24) equal installments on the 15th and 29th of the month. If a regular pay date falls on a day when the District is not in session, the teacher shall receive pay on the last workday preceding the scheduled pay date. All employees will have their installments paid via direct deposit.

B. ADDITIONAL LOAD COMPENSATION

Any teacher, who fails to get a preparation period on a school day, as provided in Article 12, Section A, Number 2, shall be paid twenty dollars (\$20.00) for such day excepting on days when the school day is shortened.

Any required committee meeting beyond the contractual day shall be paid at the hourly rate of fifteen (\$15) dollars. Committee membership shall be at the discretion of district administration.

C. SALARY COMPUTATION

Salary shall be deducted or increased for a full workday by a factor of 1/180 of the full-time teacher's salary.

D. LONGEVITY INCREMENT

The longevity salary increase will be determined each year by taking the amount in row 24 of the appropriate column of that year's salary schedule and multiplying it by the federal cost of living percentage rate, as determined the prior December. The longevity salary increase shall not increase the previous year's salary by more than 2.75%.

E. EXTRA-CURRICULAR

Subject to pre-approval of the UEA, Board of Education, and teachers performing extra-curricular activity assignments, the contractual stipend for the assignment may be shared by participating teachers as appropriate based upon each teacher's role and participation in supervising the extra-curricular activity.

ARTICLE 20. OTHER PAY RATES

A. HOMEBOUND

Homebound teaching assignments will be paid at \$25 per hour, not to exceed 5 hours per week.

B. MILEAGE

Whenever possible a District owned vehicle should be used for District purposes. When a teacher is required to use a personal vehicle for daily/regular transportation between District buildings, the teacher shall be paid for one authorized direction of that trip at the IRS rate per mile as of July 1 of the current year. The one-way distance between facilities will be determined before the start of the school year in which the travel is required.

ARTICLE 21. RETIREMENT

A. ANNUAL LIMIT ON TRS CREDITABLE EARNINGS

1. A teacher who provides written notice of his/her intent to retire by January 1 shall receive annual increases in his/her TRS creditable earnings (including, but not limited to, vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives) of 6% for any years remaining before retirement that would be used to calculate the teacher's final average earnings salary ("FAS") for TRS retirement purposes, provided that the teacher retires without any Board penalty or contribution due or owing to TRS. Notwithstanding any contrary or other provision of this contract, including, but not limited to, vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives, in the event a teacher's TRS creditable earnings for any school year used to determine the teacher's FAS for TRS retirement purposes annually would increase by more than 6%, the teacher shall only receive the maximum 6% creditable earnings allowed under this provision.

2. If a teacher submits a notice of retirement and begins receiving FAS creditable earnings increases in accordance with this provision and subsequently rescinds his/her notice of intent to retire, the amount of FAS creditable earnings received in excess of the annual salary increase received by the teacher pursuant to the teacher salary schedule, will be deducted from the teacher's regular salary in equal installments for the same number of pay periods in which he/she received the FAS creditable earnings increases under this Article.
3. If a teacher submits a notice of retirement and incurs creditable earnings reductions which limit their annual salary to 6% in accordance with paragraph A.1. above, and subsequently rescinds his/her notice of intent to retire, an amount equal to the reduction in the teacher's creditable earnings will be added to the teacher's regular salary in equal installments for the same number of pay periods in which he/she received the FAS creditable earnings reductions under this Article provided that these additional creditable earnings payments shall not be paid in any school year which would be used to calculate the teacher's FAS for TRS retirement purposes as set forth in paragraph A.1. above.
4. If a teacher submits a notice of retirement and ceases to serve in an extra-curricular stipend paid position for any or all of the remaining years of their employment, the amount of said stipend (from the previous year) will be deducted from the previous year's TRS creditable earnings prior to figuring the 6% increase in accordance with paragraph A.1. above.
5. If legislation prohibits the stated increases from this article, the Board reserves the right to open Article 21 of the contract to negotiate the change in legislation.

B. UNUSED SICK DAYS

Upon retirement, unused sick days beyond 360 shall be paid to the retiree at \$25 per day after the last employment check to the retiree has been dispersed.

ARTICLE 22. NO STRIKE PROVISION

During the term of this agreement or any extension thereof, no teacher covered by this Agreement or the Association, nor any person acting on behalf of the Association shall ever engage in, authorize, or instigate a strike of the United District teachers.

ARTICLE 23. BOARD'S RIGHTS

The District Board retains all rights not restricted by the specific terms of this Agreement.

ARTICLE 24. DURATION

This contract becomes effective beginning July 1, 2015 and ends at 11:59 p.m. on the day prior to the beginning of the 2018-2019 school year.

Date: _____

Date: _____

Co-President - U.E.A.
United Education Association

President - United C.U.S.D. 304
Board of Education

Co-President - U.E.A.
United Education Association

Secretary - United C.U.S.D. 304
Board of Education

ADDENDUM

References: The collective bargaining agreement is bound to the parameters established by state and federal law. Consequently, this addendum to the master contract lists resources that will super cede the language within this contract as legislation is enacted. The list is not all-inclusive.

TOPIC		Reference
Illinois School Code*		Illinois School Code (105 ILCS 5/) Illinois State Board of Education
Collective Bargaining Procedures		Illinois Education Labor Reform Act (115ILCS 5/) Illinois Education Labor Reform Board
Family and Medical Leave Rights and Procedures		U.S. Department of Labor (Wage and Hour Division)
Retirement and Pension Tier I and Tier II		Illinois Pension Code (40/ILCS 5/16-101) Illinois Teachers' Retirement System
Worker's Compensation	I	Illinois Worker's Compensation Act (820 ILCS 305/) Illinois Worker's Compensation Commission

*For a list of topics covered by Illinois School code, view the appendix at the following link:
<http://ilga.ov/legislation/ilcs/ilcs3.asp?ActID=1005&ChapterID=17>

2015-2016
United Certified Salary Schedule

	B	B+8	B+15	B+23	M	M+8	M+15	M+23	M+30
1	33,684	34,488	35,292	36,096	37,061	38,128	39,194	40,261	41,327
2	34,327	35,147	35,968	36,788	37,772	38,860	39,948	41,036	42,124
3	34,983	35,820	36,657	37,494	38,498	39,607	40,717	41,826	42,936
4	35,653	36,506	37,360	38,213	39,237	40,369	41,501	42,633	43,765
5	36,335	37,206	38,077	38,947	39,992	41,146	42,301	43,455	44,610
6	37,032	37,920	38,808	39,696	40,762	41,939	43,117	44,294	45,472
7	37,742	38,648	39,554	40,460	41,547	42,748	43,949	45,150	46,351
8	38,467	39,391	40,315	41,239	42,347	43,572	44,797	46,022	47,248
9	39,206	40,148	41,091	42,033	43,164	44,414	45,663	46,913	48,162
10	39,960	40,921	41,882	42,844	43,997	45,272	46,546	47,821	49,095
11	40,729	41,709	42,690	43,670	44,847	46,147	47,447	48,747	50,047
12	41,513	42,513	43,513	44,513	45,713	47,040	48,366	49,692	51,018
13	42,313	43,333	44,353	45,373	46,597	47,950	49,303	50,655	52,008
14	43,129	44,170	45,210	46,251	47,499	48,879	50,258	51,638	53,018
15	43,962	45,023	46,084	47,145	48,419	49,826	51,233	52,641	54,048
16	44,811	45,893	46,976	48,058	49,357	50,793	52,228	53,663	55,099
17	45,677	46,781	47,885	48,989	50,314	51,778	53,242	54,706	56,170
18	46,560	47,686	48,812	49,939	51,290	52,783	54,277	55,770	57,264
19	47,461	48,610	49,758	50,907	52,286	53,809	55,332	56,855	58,379
20	48,380	49,552	50,723	51,895	53,301	54,855	56,409	57,962	59,516
21	49,317	50,512	51,708	52,903	54,337	55,922	57,507	59,091	60,676
22	50,273	51,493	52,712	53,931	55,393	57,010	58,626	60,243	61,859
23	51,249	52,492	53,736	54,979	56,471	58,120	59,769	61,418	63,066
24	52,243	53,512	54,780	56,048	57,570	59,252	60,934	62,616	64,297
	1	2	3	4	5	6	7	8	9

2016-2017
United Certified Salary Schedule

	B	B+8	B+15	B+23	M	M+8	M+15	M+23	M+30
1	33,936	34,746	35,557	36,367	37,339	38,414	39,488	40,563	41,637
2	34,584	35,411	36,237	37,064	38,056	39,152	40,248	41,344	42,440
3	35,246	36,089	36,932	37,775	38,786	39,904	41,022	42,140	43,258
4	35,920	36,780	37,640	38,500	39,532	40,672	41,812	42,953	44,093
5	36,608	37,485	38,362	39,239	40,292	41,455	42,618	43,781	44,944
6	37,310	38,204	39,099	39,994	41,067	42,254	43,440	44,626	45,813
7	38,025	38,938	39,850	40,763	41,858	43,068	44,278	45,488	46,698
8	38,755	39,686	40,617	41,548	42,665	43,899	45,133	46,368	47,602
9	39,500	40,450	41,399	42,348	43,488	44,747	46,006	47,265	48,524
10	40,260	41,228	42,196	43,165	44,327	45,611	46,895	48,179	49,464
11	41,034	42,022	43,010	43,998	45,183	46,493	47,803	49,113	50,422
12	41,825	42,832	43,840	44,847	46,056	47,392	48,728	50,064	51,400
13	42,631	43,658	44,686	45,714	46,947	48,310	49,672	51,035	52,398
14	43,453	44,501	45,549	46,598	47,855	49,245	50,635	52,025	53,415
15	44,291	45,361	46,430	47,499	48,782	50,200	51,618	53,035	54,453
16	45,147	46,237	47,328	48,419	49,727	51,173	52,620	54,066	55,512
17	46,019	47,132	48,244	49,357	50,691	52,166	53,642	55,117	56,592
18	46,909	48,044	49,179	50,313	51,675	53,179	54,684	56,188	57,693
19	47,817	48,974	50,132	51,289	52,678	54,212	55,747	57,282	58,816
20	48,743	49,923	51,104	52,284	53,701	55,266	56,832	58,397	59,962
21	49,687	50,891	52,095	53,300	54,745	56,341	57,938	59,534	61,131
22	50,651	51,879	53,107	54,335	55,809	57,438	59,066	60,695	62,323
23	51,633	52,886	54,139	55,391	56,895	58,556	60,217	61,878	63,539
24	52,635	53,913	55,191	56,469	58,002	59,696	61,391	63,085	64,780
	1	2	3	4	5	6	7	8	9

2017-2018
United Certified Salary Schedule

	B	B+8	B+15	B+23	M	M+8	M+15	M+23	M+30
1	34,276	35,094	35,912	36,731	37,713	38,798	39,883	40,969	42,054
2	34,930	35,765	36,600	37,435	38,436	39,543	40,650	41,757	42,864
3	35,598	36,449	37,301	38,152	39,174	40,303	41,432	42,562	43,691
4	36,279	37,148	38,016	38,885	39,927	41,079	42,230	43,382	44,534
5	36,974	37,860	38,746	39,632	40,695	41,869	43,044	44,219	45,394
6	37,683	38,586	39,490	40,394	41,478	42,676	43,874	45,073	46,271
7	38,406	39,327	40,249	41,171	42,277	43,499	44,721	45,943	47,165
8	39,143	40,083	41,023	41,963	43,092	44,338	45,585	46,831	48,078
9	39,895	40,854	41,813	42,772	43,923	45,194	46,466	47,737	49,009
10	40,662	41,640	42,618	43,597	44,770	46,067	47,364	48,661	49,958
11	41,445	42,442	43,440	44,438	45,635	46,958	48,281	49,604	50,927
12	42,243	43,260	44,278	45,296	46,517	47,866	49,216	50,565	51,914
13	43,057	44,095	45,133	46,171	47,416	48,793	50,169	51,546	52,922
14	43,887	44,946	46,005	47,064	48,334	49,738	51,142	52,546	53,950
15	44,734	45,814	46,894	47,974	49,270	50,702	52,134	53,566	54,998
16	45,598	46,700	47,801	48,903	50,225	51,685	53,146	54,606	56,067
17	46,479	47,603	48,727	49,850	51,198	52,688	54,178	55,668	57,158
18	47,378	48,524	49,670	50,816	52,192	53,711	55,231	56,750	58,270
19	48,295	49,464	50,633	51,802	53,205	54,755	56,305	57,855	59,405
20	49,230	50,423	51,615	52,807	54,238	55,819	57,400	58,981	60,562
21	50,184	51,400	52,616	53,833	55,292	56,905	58,517	60,130	61,742
22	51,157	52,397	53,638	54,878	56,367	58,012	59,657	61,302	62,947
23	52,149	53,415	54,680	55,945	57,464	59,141	60,819	62,497	64,175
24	53,162	54,452	55,743	57,033	58,582	60,293	62,005	63,716	65,427
	1	2	3	4	5	6	7	8	9

PER DIEM INCREMENTS

The following positions will be paid at the teacher’s per Diem rate for days worked beyond the contract year.

- Elementary Counselor – 5 days
- JH Counselor – 10 days
- HS Band – 15 days
- HS Counselor – 14 days
- HS Voc Ag – 40 days
- JH Tech – 20 days

EXTRA-CURRICULAR STIPEND SCHEDULE

Note: Extra-curricular stipends are not included in the computation of base salary increases.

Category A - \$5700

- HS Football, Head
- Hs Volleyball, Head
- HS Boys Basketball, Head
- HS Girls Basketball, Head

Category B - \$4000

- HS Baseball, Head
- HS Softball, Head
- HS Track, Head

Category C - \$3500

- HS Football, Asst
- HS Volleyball, Asst
- HS Boys Basketball, Asst
- HS Girls Basketball, Asst

Category D - \$2600

- JH Volleyball
- JH Boys Basketball
- JH Girls Basketball
- HS Baseball, Asst
- HS Softball, Asst

Category E - \$2300

- HS Track, Asst
- HS Golf
- HS Cheerleading

Category F - \$2000

- JH Baseball
- JH Track
- Play Director (\$1000/play)

Category G - \$1500

- HS Student Council
- HS Speech
- HS Scholastic Bowl
- HS Cross Country

Category H – \$1100

- Prom Coordinator

Category I - \$ 1000

- JH Student Council

Category J - \$850

- JH Yearbook
- JH Scholastic Bowl
- JH Math
- JH Speech
- WYSE
- ICTM
- HS Choir
- HS Yearbook

Category K - \$750

- JH Cheerleading

Category L - \$135

- HS Class Sponsor

Contest Helper - \$25

HS AD - \$5500

JH AD - \$3000

