

STEELEVILLE COMMUNITY UNIT DISTRICT
#138

2019-2021 CONTRACT

WITH THE STEELEVILLE EDUCATION
ASSOCIATION (SEA)

ARTICLE I

RECOGNITION

- 1.1 The Board of Education of School District No. 138, Randolph County, Steeleville, Illinois, hereinafter referred to as the "Board", recognized the Steeleville Education Association, hereinafter referred to as "Employees", excluding the superintendents, assistant superintendents, administrative assistants, teachers' aides, and nurses.
- 1.2 The Board agrees not to negotiate or consult with any other Employees organization.

ARTICLE II

EMPLOYEE AND ASSOCIATION RIGHTS

- 2.1 Right of Representation - When an Employee is required to appear before the Board concerning any matter, which could affect the Employees employment, the Employees position, or the Employees salary, the Employee shall be entitled to have a representative of the Association present. Further, when an Employee is required to appear before the Board, the Employee shall be advised in writing of the reasons for the requirement.
- 2.2 Personnel File - Each Employee shall have the right, upon request, to review the contents of said Employees personnel file and to place therein written reactions to any of its contents. Employees must, upon notification by the District, have in their files all necessary items as required by the State of Illinois.
- 2.3 Right to Organize - Employees shall have the right to organize, join or not join the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any Employee with respect to hours, wages, terms and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this agreement.
- 2.4 (A) Dues/Fair Share Deduction - The Board shall deduct from each Employees pay the current dues of the Association, provided that the Employee requests such deductions be made by completing a dues

deduction form provided by the Board, annually on or before the third day of each school year. Dues will be deducted from the first eighteen (18) pay periods based on a twenty (20) or twenty-four (24) equal pay schedule for all Employees.

2.5 Meetings, Notice and General Information

- a. Use of School Buildings - The Steeleville Education Association shall have the right to hold meetings on school district property after the regular Employee workday. Any out-of-pocket expense to the District resulting from such meetings will be borne by the Association. All such meetings shall be scheduled with the administrator of the building in which the meeting is to be held.
- b. Use of Mail Boxes - The Association may have the right to use faculty mailboxes for appropriate announcements relating to the Association's business.
- c. Bulletin Board - The Association shall be provided with a bulletin board in the respective buildings providing it may be utilized for other announcements relating to the welfare of the Employees.
- d. Use of District Equipment - The Association or individual Employee shall reimburse the District for any out-of-pocket expenses as a result of the use of any District equipment for Association or personal business. This includes, but is not limited to, telephone; fax machines, copy machines, computers, printers, Internet, and e-mail accounts.

2.6 Board Minutes-Association Copies - Three copies of all Board minutes shall be made available to the President of the Association through the normal in-district mailing procedure as soon as they have been prepared. These minutes shall be issued subject to approval at the next regular meeting of the Board of Education.

2.7 Board Meeting Agenda - Three copies of the agenda for Board meetings shall be made available to the President of the Association through the normal in-district mailing procedure twenty-four (24) hours prior to the meeting.

2.8 Contract Distribution - Within fifteen (15) school days of the ratification of the agreement, the Board shall have sufficient copies of the agreement prepared, and deliver to the Association one (1) copy. The Board and administration shall also receive copies of this agreement. It shall be the responsibility of the Association to provide a copy of the contract to new Employees if they so desire.

2.9 The Association recognizes that Article II embodies attitudes and intentions which are not readily interpreted except by inference and, therefore, agrees that items 2.1 - 2.8 are not subject to the grievance procedure, Steps 3 and 4 except Section 2.2, which is grievable Steps 1 - 4.

ARTICLE III

EMPLOYMENT CONDITIONS

- 3.1 Employee Work Day - The work day for Employees shall begin fifteen minutes prior to the start of school and end fifteen minutes after the high school dismissal time. The length of the school day shall not be greater than seven and one half hours. It is further understood that extra time may have to be added to the day that is beyond the control of the Board. If school is started late due to emergency conditions, Employees will be required to be at their work stations fifteen (15) minutes before the announced start of school. If an employee is to be absent, they are to notify the building administrator by 6:45 a.m. or sooner. Agreed upon situations may arise that may prevent such notification.

NOTE: Workstations are defined as the location where the Employees assignment for his/her teaching task can be prepared and conferences with parents may be held.

- 3.1a Preparation Time - A period of time where teachers are at school but do not teach and are not responsible for students, and are therefore able to prepare for later classes. All certified employees shall have a preparation period equal to or greater than one class period daily comparable to the High School and Junior High regular class periods.

- 3.2 Changes in Assignment - If a change in assignment is anticipated, the Employee will be given an opportunity for their input concerning the change. When a decision is reached on the change of assignment of an Employee, the Employee shall be notified as soon as practical following student registration in August. Circumstances may arise beyond the control of the Board that would prevent such notification.

All potential teaching vacancies shall be posted in the respective offices of each building and communicated through e-mail.

All open or potentially open positions for extra duties shall be posted in the respective offices of each building and communicated through e-mail by May 1 of each school year. Any positions that become vacant after May 1 each year will be posted in the respective offices of each building and communicated through e-mail as soon as practicable. Certified individuals shall be given preference over non-certified individuals. All extra-duty assignments held by non-certified individuals shall be re-evaluated at the end of each school year.

- 3.3 Requisition Policy - Each Employee shall have the opportunity to submit requisitions to the administrator for instructional material and supplies for the current or upcoming school term. Employees are to justify each requisition on the back of each form. The administrator will return a copy of the requisition to the Employee indicating materials ordered.
- 3.4 Internal Substitution - Internal substitution shall be strictly voluntary. The Employee substituting must be assigned and/or approved in advance by the administration. Students being placed in an existing class in which a study hall is being conducted or a regular study hall does not constitute a substitution period. Employees will be paid for internal substitution only when they have a planning period. Elementary Employees will be paid for teaching music or art due to Employee absences. Any other times will be considered as part of their teaching salary. As part of their regular assignment, Employees will be required to assist with the supervision of their students when special classes or practices are arranged. All substitutes are to follow the approved lesson plans of the regular teacher. Employees will be required to sign the Record of Substituted Time List provided in the respective buildings. Each substituting Employee must sign this form on the day of the substitution. Employees shall be paid at the rate of twenty dollars (\$20.00) for periods over forty (40) minutes and ten dollars (\$10.00) for periods under forty minutes.

- 3.5 Tutoring – Employees, at the request of the administration, provide special grant supported before or after school tutoring, shall be paid twenty-seven dollars (\$27.00) per hour. Extra tutoring shall be done outside of the workday as outlined in 3.1. If students have not arrived by 3:30 pm for sessions, the tutors will not be required to provide the service.
- 3.6 Mileage Reimbursement - Upon prior written approval by the Superintendent, Employees may be paid mileage for the use of their personal vehicle for school related activities. Failure to obtain prior approval will result in denial of reimbursement. A payment request form must be filed with the Unit Office upon completion of the trip. The rate of said mileage reimbursement will be equal to the current rate allowed by the Internal Revenue Service.
- 3.7 Supervision of School Property - During the work day or during additional time for which the Employee is compensated, Employees shall be responsible for supervision of school property and for the supervision of students whenever they are involved in school related activities. Employees shall be responsible for and know the location and disposition of all school materials and equipment assigned to them. Nothing contained in this section shall be construed so as to establish any financial responsibility upon the Employee for any loss or damage to school property or equipment. Employees shall be financially responsible for equipment to be used for Employees personal use.
- 3.8 Schedule of Duties - The administration will have a tentative duty schedule available to be distributed on the workshop day.
- 3.9 Steering Committee – A committee shall be created to discuss the scheduling of individual building schedules, computer lab schedules, as well as the yearly calendar. Members will consist of three tenured teachers from within the District that have been elected by SEA members from each of their respective buildings (one K-5, one 6-8, and one 9-12). In addition, Steering Committee members shall act as liaisons between the administration and members of the SEA. The committee shall meet at a mutually agreeable time for those involved. Additional agenda items for Steering Committee meetings must be sent to administration a minimum of three (3) days prior to meeting so administration can complete an agenda.
- 3.10 Security Cameras – Security cameras were installed to enhance the safety of students and faculty members. The security cameras shall not be used to evaluate an employee’s teaching performance. Video will only be viewed by school administration or other authorities as deemed necessary.

ARTICLE IV

EMPLOYEE EVALUATION

- 4.1 Non-tenured Employees will be evaluated once each year. Tenured Employees will be evaluated at least once every two years. Additional evaluations may be made as deemed necessary by the administration.
- 4.2 An advisory group of three Employees will meet with the Board representatives to provide input to the Board in the development of the instrument used in the evaluations. The advisory input will not be subject to the grievance procedure.
- 4.3 Within six (6) weeks after the beginning of each school year, Employees shall be made acquainted by a member of the administrative staff with the evaluation procedures to be observed. No evaluation will be done without the Employee being acquainted with the instrument.
- 4.4 The evaluator shall have a meeting with the Employee following the evaluation to discuss the evaluation within the (10) working days.
- 4.5 The Employee shall have the right to attach an explanation to any evaluations.
- 4.6 Agreeing to the procedures delineated in Sections 1 - 5 above does not limit the right of management to utilize informal observations or other evaluative criteria for considering competency of any employees.
- 4.7 Any grievance filed relative to this article shall be limited to violations of the specified procedures.

ARTICLE V

EMPLOYEE COMPENSATION AND FRINGE BENEFITS

- 5.1 Educational Credit - After completion of the bachelors or masters degrees, Employees may move across the adopted salary schedule upon completion of prior approved undergraduate or graduate hours above the bachelor or master degrees that pertain to elementary and/or secondary education and in the opinion of the superintendent will improve their abilities as a teacher. If approval is denied, an appeal may be made to the Board of Education. Upon approval of the Board of Education, the Employee shall move across the adopted salary schedule. Hours that are taken to complete certification requirements cannot be counted, however up to 8 hours, if approved in advance by the superintendent, may be counted towards the BS + 8 providing it benefits the District as determined by the superintendent. Hours earned prior to completing a master's degree cannot be used for advancement in the master's +16 column. The degrees or hours shall be subject to review of an official transcript by the unit superintendent. The Board agrees to pay for all degrees that are directly related to elementary and/or secondary education. Movement from one column to another column on the salary schedule may take place in the second semester of the current school term providing official transcripts and/or letters of verification are submitted at least one week prior to the start of the second semester.
- 5.2 Tuition Payment - The Board agrees to reimburse each Employee for approved educational related university courses. No tuition payment will be approved when either District or other funds are made available for Employees participation that is equal to or greater than the cost of tuition for said course. A request must be submitted to the superintendent prior to registration for the course to determine if the specific course will be approved. Payment will be made upon receiving a completion report or an official transcript. The amount granted to each Employee and the total amount of District expenditures shall not exceed the amounts as per salary schedule. All requests for payment must be submitted on or before June 10th. The amount allocated for tuition reimbursement will be equally divided between the three semesters (Summer, Fall, Spring). The maximum number of hours allowed for reimbursement will be six (6) semester hours per Employee in any given semester. The amount allotted for each semester will be equally divided between each qualifying Employee at the end of the said semester. Any amount not used in any given semester will carry over the next semester, but not the succeeding fiscal year. Courses approved as per this section may not necessarily be counted for advancement on the salary schedule.
- 5.3 School Year - The school year shall not be more than one hundred eighty (180) days.
- 5.4 Salary Schedules - Salary schedules are attached to and become a part of this agreement including increments for extra pay for duties beyond the Employees work schedule as a teacher. Duties considered for extra pay are listed on the salary schedules. The extra duties schedule shall show the IRS salary as well as the TRS salary. Duties not so listed are considered part of the Employees regular work schedule.
- 5.5 Pay Schedule - Employees will be paid on the fifteenth and thirtieth of each month. If the fifteenth or thirtieth fall on Saturdays or Sundays, Employees will be paid on the preceding Friday. Employees may elect to receive their salary in twenty (20) or twenty-four (24) pays. Those electing to receive twenty (20) pays will have all remaining deductions taken from their twentieth check. Equal deductions will be made over twenty (20) pays, if upon final determination of Employees insurance coverage, it is physically possible with the current payroll system. Employees must declare their preference within three (3) working days of the new school year. Changes will not be made during the year. Employees will be paid for internal substitution and ticket sales the first pay period in June.

5.6 Retirement - The Board shall pay on behalf of each Employee the sum of 9.8901% of the Employee's taxable income directly to the Teachers' Retirement System as direct contribution to the Teachers' Retirement System. This amount shall be paid on behalf of the Employee to the Teacher's Retirement System for the purpose of providing the Employee with a tax-sheltered pension contribution consistent with IRS tax rulings 414(h) and 81-35 and 81-36.

5.7 T.H.I.S. - Beginning with the 2004-05 school year, the Board agrees to pay, on behalf of each Employee, the .75% to the Teachers' Health Insurance Security (T.H.I.S.) Fund.

5.8 Insurance - The amount allotted for health and/or dental insurance along with the cash option shall be listed on the attached salary schedule(s). Any TRS payment relating to insurance or any cash option in lieu of insurance shall be paid by the Employee (deducted from wages).

If two persons who are married or are partners in a civil union are employed by Steeleville, each shall be paid the employer's health insurance contribution. Such married employees or partners in a civil union may, between them, combine the employer health insurance contribution to which they are each entitled and apply the combined amount to purchase family or dependent coverage. In no case shall the employer be liable to the employee or carrier for an amount greater than the single premium amount for each employee.

As a result of the negotiations for the school year 2006-2007, the District agrees to create an asset account entitled "Insurance Reserve" in the amount of \$25,688.34 for the difference in the negotiated premium amount and actual premium amount. For the 2019-2020 school year, \$4334.37 remains in this account. The money from this account will be used in future years as new premiums presented are greater than the amount allotted by the Board for a single coverage.

Employees must select the type of insurance coverage within five (5) working days of the start of school or employment. Any changes in the type of coverage after the five days shall only be made in cases of family necessities.

5.9 Ticket Sales - Employees will not be responsible for selling tickets at any extra-curricular activities.

5.10 Additional Compensation - Upon advance approval of the Superintendent, Employees shall be paid \$27 per hour for any work outside of the school day for any work on School Improvement or creation of Professional Development Presentations for staff. The additional compensation shall include summer work.

ARTICLE VI

LEAVES

- 6.1 Sick Leave – Each full time Employee shall be granted sick leave not less in amount than twelve (12) days at full pay in each school year. When full-time employees reach their fifteenth year of service to the District they will be granted fifteen (15) days of sick leave at full pay in each school year through the nineteenth year. At the beginning of the twentieth year, full-time employees will be granted twenty (20) days at full pay in each school year through the twenty-fourth year. At the twenty-fifth year, full-time Employees will be granted twenty-five (25) days at full pay in each subsequent year. Sick leave will be prorated for all part-time employees. If any such Employee does not use the full amount of annual leave thus allotted, the unused amount shall accumulate as outlined in Sections 6.3 and 6.6. The number of accumulated sick days shall be transferred to another district or kept for future retirement. Upon leaving the District, the former Employee shall be given a statement of the number of unused sick days available for such use.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. If sick days must be used for doctor or dental appointments, Employees are asked to attempt to use only ½ day. The building administrators must approve the use of a full day for doctor or dental appointment. The Board may require a physician's certificate, or if the treatment is by a practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days or personal illness or as it may deem necessary in other cases. The Board will pay for all substitutes.

NOTE: For purposes of this section, the Board has approved a policy defining "immediate family" to include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, and uncles. All time granted without forfeiture of pay will be time covered by the sick leave policy.

Employees may make a request to the Superintendent to use accumulated sick leave days due to the death of individuals other than immediate family. The request must be made in advance to the Superintendent. The Superintendent may allow a maximum amount of two (2) days during the school year to any Employee for this purpose.

The Board shall maintain a complete accounting of each Employee's sick leave days and shall notify each Employee of the number of accumulated sick leave days by September 15 providing Employees file a Report of Absence following the use of sick days.

- 6.2 Severance Benefit – An Employee upon leaving the District will be paid a severance benefit based upon the number of consecutive years employed in the District. Severance benefit shall be paid according to the following:

After fifteen (15) consecutive years of employment, an Employee shall receive three-fourths (3/4) of one (1) full month salary based on a nine (9) month school year. After twenty (20) consecutive years of employment an Employee shall receive one (1) full month salary based on a nine (9) month school year.

The total severance benefit amount due and employee as outlined herein shall be added to the pooled benefit amount and distributed as provided in 6.8.

- 6.3 Personal Leave – Each Employee may be granted three (3) personal days per year. Only one (1) personal day per building may be taken. The request must be made to the building administrator one (1) week in advance. Exceptions may be made when informed of the reason for the absences. No personal day

may be taken before or after any day(s) that have been designated by the Illinois State Board of Education as a legal school holiday (s) or day(s) approved by the Board in the school calendar as non-attendance day(s). Personal days not used will be added to the accumulated total at the end of the year as outlined in 6.1. As a result of family necessities and upon approval of the Superintendent, after having the situation explained, an Employee may be permitted to use up to four (4) personal days at one time, three (3) days from the current year plus one (1) personal day that has accumulated as a sick day in the previous year as outlined in 6.1.

- 6.4 Professional Day – Each Employee may be granted two (2) professional days per year upon approval of the Superintendent. A written summary of the activity and its expected contribution to the children of the District must be provided for approval by the Superintendent. Once per semester the Superintendent will provide a brief summary of the professional development that has been approved for reimbursement. The total amount of District expenditures shall not exceed the amount as per salary schedule. All requests for payment must be submitted on or before the 30th calendar day of the following semester. The amount allocated for Professional Development reimbursement will be equally divided between the three semesters (Summer, Fall, and Spring). The amount allotted for each semester will be equally divided between each qualifying Employee at the end of the said semester not to exceed \$100 per event. Any amount not used in any given semester will carry over to the next semester, but not the succeeding fiscal year. Any Professional Development where college credit is received is not eligible under this section and should refer to section 5.2. A day absence from the classroom due to attending an approved workshop or a meeting shall be considered a professional day. If the professional days are not utilized, only one (1) professional day shall be allowed to accumulate as a sick day at the end of the school year. Teachers attending District mandated meetings shall not be required to use professional days to fulfill this requirement and the District shall pay all dues and fees.

All Professional Development required by the District for school improvement must be accompanied by adequate time for completion. If that time is to be outside of work hours, the District must provide compensation equal to \$27 per hour. An estimate of the time required, and the time expected to be used should be given to the employee at the start of any mandated Professional Development.

- 6.5 Association Leave – In the event the Association desires to send representatives to the local, state, or national conference, or on other business pertinent to Association affairs, the representatives shall be excused without loss of salary or use of personal leave provided the Association reimburses the District for the cost of the substitute(s), if the absence occurs on a student attendance day and a substitute is required. The Superintendent must approve a written request for such leave. No more than six (6) days per school year will be allowed for this purpose, and no more than three teachers may be absent from work at any given time for Association business.
- 6.6 Leave of Absence – Leaves of absence without pay for up to one (1) year may be granted to tenured Employees if requested at least three (3) months before the leave is to be taken, subject to approval by the Board. Leaves may be granted for:
- A. Advanced study leading to a degree in an approved university.
 - B. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel would improve the educational program.
 - C. Other reasons acceptable to the Board which will improve the educational program in the Steeleville Community Unit School District #138.

Employees on such leaves may continue benefits if they reimburse the District for any prorated costs of benefits for which they apply. Employees will not advance on the salary schedule while on any approved leave of absence without pay.

6.7 Additional Sick Days Accumulation Reward Payment – Employees shall be paid for remaining unused sick days. Any sick days accumulated may only be used for retirement pay at a rate of fifty (50) dollars per day to a maximum of eighty (80) such days (maximum benefit of \$4000) upon retirement from the District. An available sick leave day as used herein is a day that was awarded and accumulated under Sick Leave, which until the time of retirement, was available for the use in the event of illness, and at the time of retirement as used herein, shall be used by reporting the day(s) to TRS for credit for creditable service or for compensation under the terms of this provision, not both. Any day compensated as a part of creditable service in accordance with the terms of this provision shall not be reported to TRS as an available sick leave day. The District shall report all days, as required, for individuals not receiving compensation for available, unused sick leave days post retirement, and for whom service credit is not needed to meet the service credit requirements of TRS for full retirement (not using an ERO option).

All awards for available sick leave as outlined in 6.1 shall be added to the pooled benefit amount on the last day of employment and distributed as provided in 6.8.

6.8 Distribution of Severance Benefits – The Steeleville Board of Education shall provide a severance benefit (calculated on the basis of salary schedule pay and not including extra duty pay) to any Steeleville certified employee who not later than January 2nd in any given year submits his or her irrevocable notice of retirement containing a certain retirement date. No such retirement date shall be more than four years later than the end of the school year in which the notice is given for Tier I employees. No such retirement date shall be more than six years later than the end of the school year in which the notice is given for Tier II and Tier III employees. In an emergency, the Superintendent may, at her/his discretion, approve a request to retire if the notice is received after January 2nd. Access to any incentive or benefit under this provision shall require the employee seeking the incentive or benefit to retire pursuant to the notice contemplated herein and pursuant to a TRS retirement program as contemplated herein.

The severance benefit shall be an determined by years of service to the District as outlined in 6.2 and as reflected by proper placement on the salary schedule (not including extra duties) during the employee's last year before retirement.

The calculation of the severance benefit shall be estimated at the time the notice of retirement is received by the employer, and a final calculation shall be made and the amount of the benefit adjusted as necessary at the actual time of retirement.

The intent of the parties is that the above incentive shall not be used in conjunction with any other retirement program offered by TRS if the benefit required by the employer to TRS or the employee would, when combined, exceed the severance bonus as outlined above. The benefit contemplated herein shall not be used in conjunction with a military buyout, if any payment for the military buyout is made by the employer during the employee's last four years of employment, notwithstanding any provision which might seem to suggest otherwise elsewhere in this contract. Neither shall the incentive provided for hereunder be available to any employee who retires under ERO or exercises an ERO option. The employer shall be permitted to recover without contest from the employee or the Association any incentive contemplated hereunder if paid to an employee who retires under ERO. All compensation for severance benefits resulting from 6.2 shall be a portion of a pooled benefit amount for distribution as provided herein.

Distribution – The time period between the date that the retirement letter is received until the actual date of retirement constitutes the pre-retirement period. During each year of the pre-retirement period, the employee's total creditable earnings will be increased from the creditable earnings derived using proper placement on the salary schedule to an amount equal to the maximum percent increase allowed by TRS without incurring penalties increase over the total creditable earnings for the prior year. The amount that it takes to increase the creditable earnings derived from proper placement on the salary schedule to the amount that is the maximum percent increase allowed by TRS without incurring penalties above the

creditable earnings from the prior year shall be deducted from the pooled benefit amount. The same procedure shall be used each year of the pre-retirement period until the total pooled benefit amount is paid out or retirement occurs. The calculation shall be adjusted, if necessary, so that the pooled benefit amount is never exceeded.

During the pre-retirement period until the final day of employment, the funds available for distribution from the pooled benefit amount will be solely derived from 6.2. On the last day of employment, the benefits due the employee from 6.7, if any, shall be added to the pooled benefit amount. The employee's total creditable earnings will be increased from the creditable earnings derived using proper placement on the salary schedule up to an amount equal to the maximum percent increase allowed by TRS without incurring penalties over the total creditable earnings for the prior year paid in one lump sum on or after July 15 of the year in which the Employee retires. The amount that it takes to increase the creditable earnings derived from proper placement on the salary schedule to the amount that is the maximum percent increase allowed by TRS without incurring penalties above the creditable earnings from the prior year shall be deducted from the pooled benefit amount. The actual amount of increase will be determined by the actual dollar amount of the pooled benefit on the final day.

If retirement occurs prior to expending the pooled benefit, the remaining balance shall be paid to the employee in one lump sum. The benefits anticipated in this paragraph will be paid on or after July 15 of the year in which the Employee retires.

In calculation of the maximum percent increase allowed by TRS without incurring penalties, the amount each year may be rounded down to the nearest \$5.00 to avoid TRS penalties.

Intent – The intent of the parties is that the employer shall not experience any penalty for payment to any teacher of any creditable earnings in excess of three percent resulting solely from 6.8 and the bargaining that resulted in 6.8, plus any wage increase in a given year was premised on that understanding. It was also the intent of the parties to protect present benefits and retirement income to the extent possible (without invocation of a penalty obligation on the employer) and not to penalize any employee financially, if not necessary, to protect the employer from penalty.

The benefits provided for hereunder shall not be available to any employee who retires under ERO or who exercises an ERO option. The employer shall be permitted to recover, without contest from the employee or the Association, any incentive contemplated hereunder if paid to an employee who retires under ERO.

These provisions may be bargained at the discretion of the parties in a successor agreement; however, it is the intent of the parties that to the extent the employer can provide any employee offering a resignation under this provision the incentives provided for herein without incurring a TRS penalty for exceeding the 3% cap, the employer shall do so.

Either party may request to reopen consideration of this provision following any legislative changes or rule (including TRS interpretation of rules) changes that affect this provision for the purpose of negotiating appropriate revisions. Status quo for the purposes of such bargaining shall be compliance with this provision (to the extent possible) but under no circumstances shall status quo be interpreted to require the District to incur any additional assessment or penalty. If and when bargaining begins pursuant to a demand to bargain and if and when no agreement can be reached on the issue, the employer shall not be required to distribute the pooled benefit amount in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the legislative change or rules change beyond the negotiated benefit amount paid on behalf of the employee and the District's normal obligation. The District shall distribute the pooled benefit amount in a fashion that results in no additional assessment or penalty with as great a portion as possible being applied to creditable earnings.

Any employee offering a resignation as outlined herein will receive the pooled retirement benefit as a minimum guarantee through up to three years beyond the expiration of this agreement as outlined herein regardless of the inclusion of this provision in successor agreements.

Once established, the retirement date can be moved forward without penalty to the employee so long as the employee will not retire under ERO or exercise an ERO option on the newly established date of retirement, and retirement may be moved forward as long as notice is given by January 2nd of the year of retirement. A greater portion of the pooled benefit amount may be distributed post retirement as negotiated herein.

This provision is tentatively agreed to and ratified with the understanding that Article VI, Retirement, will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from Article VI, Retirement, and that the language of 6.7 and 6.8 is not otherwise problematic to TRS. The language shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance is obtained.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association or an Employee that there has been a violation, misinterpretation, or misapplication of the terms of this agreement shall be a grievance.
2. All time limits consist of school days, except during the summer recess where a day shall be defined as any day the central administrative office is regularly open for business. School days for the purposes of the grievance procedure shall mean Employee employment days.

B. Procedures

Upon selection and certification of a grievance representative by the Association, the Board shall recognize such representative in each building. At least one (1) Association representative may be present if requested by the aggrieved at any meeting, hearing, appeal or other proceedings beyond Step #2 below relating to a grievance, which has been formally presented. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this agreement.

STEP #1: The parties hereto acknowledge that it is usually most desirable for an Employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, the building representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Employee, a grievance may be processed as follows:

Grievances must be filed within twenty (20) days of the occurrence of the event, which initiated the grievance. Failure to do so constitutes a waiver of the right to file for that particular event.

STEP #2: The Grievant may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Grievant and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievance to the Grievant and the Association within five (5) days after the meeting. This answer shall include the reasons for the decisions.

STEP #3: If the grievance is not resolved at STEP #2, then the Grievant may refer the grievance to the Superintendent or his/her official designee within fourteen (14) days after the STEP #2 meeting. The Superintendent shall arrange for a meeting with the Grievant to take place within five (5) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have five (5) days in which to provide this written decision with reasons to the Grievant and Association.

STEP #4: If the grievance is not resolved at STEP #3 within the time limits provided, the grievance may be heard by the Board at its option. The president of the Board shall arrange for a meeting to take place with the Grievant within fifteen (15) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the president of the Board shall have five (5) days in which to provide a written decision with reasons to the Grievant and the Association.

STEP #5: If the grievance is not resolved in STEP #4 or the Board does not opt to hear the grievance within the specified time limits, then the Association may submit the grievance to final and binding arbitration. The arbitrator shall be selected from a panel to be secured from the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of the date for the superintendent's STEP #3 reply or the Board's STEP #4 reply then the grievance will be deemed withdrawn. If the parties mutually agree, the expedited labor arbitration rules of the American Arbitration Association may be utilized in any arbitration proceeding.

Each party shall bear the full cost for its' representation in this arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties.

Should either party request a transcript of the proceedings, then that party shall bear the full cost for that transcript. Should both parties order a transcript, then the cost of the transcripts will be divided equally between the parties.

- C. If the Association and the Superintendent agree, STEP #2 and/or STEP #3 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- D. 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 #3.
- E. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, STEPS #3 and #4 if requested by the Grievant, and no Employee shall be required to discuss any grievance at these steps if the Association's representative is not present.
- F. The Board and the administration shall cooperate with the Association in its investigation of any grievance, and further, they will, if possible, furnish the Association with any readily available information requested for the processing of any grievance. Cooperation does not include released time for such activity.

- G. No reprisal of any kind shall be taken by the Board or the Association against employees because of his participation in this grievance procedure.
- H. If no written decision has been rendered within the time limits indicated by a step, then the grievance may move to the next step.

ARTICLE VIII

NEGOTIATIONS PROCEDURE

- 8.1 The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions set forth in this Agreement. Failure of the Association or the Board to request in writing, that the contract be re-negotiated prior to April 1 preceding the termination date will automatically renew the Agreement for another year from date of termination. Each party shall select its own representatives. Negotiations shall begin no earlier than April 1.
- 8.2 If agreement is not reached within forty-five (45) days prior to the termination of this Agreement, either party may declare to the other, in writing, that an impasse exists and call for a mediator.
- 8.3 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps, as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

*Good faith for the purpose of this Agreement is defined as the willingness of both parties to meet, discuss the issue, make proposals, and counter proposals. It does not imply acquiescence or concession to either party's demands, either in whole or in part.

ARTICLE IX

EFFECT OF AGREEMENT

- A. This Agreement shall become effective September 23, 2019, and shall continue in effect until September 1, 2021, and year to year thereafter unless either party executes written notification to the other party prior to April 1 that it wishes the Agreement to expire on the subsequent anniversary date, provided that the Agreement shall be terminated only by mutual agreement when negotiations for the following year have not been completed. Salaries and benefits shall be negotiated on an annual basis.
- B. The Association agrees that during the dates of this Agreement it will not engage in any work stoppage, picketing, withholding of service in whole or part, strike, or take any other concerted action to demonstrate against the Employer or its representative.
- C. If any provision of the Agreement or any application of this Agreement to any bargaining unit member or Employee or group of bargaining unit members or Employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.
- D. This Agreement is signed this 23rd day of September 2019.

In Witness Whereof:


For the Steeleville Education Association

For the Board of Education

Steeleville Community Unit School District #138



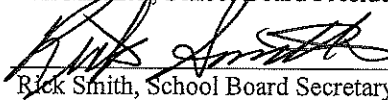
John Antonacci, SEA President



Tim Mitchell, School Board President



Amy Brown, SEA Vice President



Rick Smith, School Board Secretary