

AGREEMENT BETWEEN

BOARD OF EDUCATION

SCOTT-MORGAN COMMUNITY UNIT SCHOOL
DISTRICT #2

AND

BLUFFS EDUCATION ASSOCIATION, IEA/NEA

2021 – 2022

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ARTICLE 1

RECOGNITION

1.1 Recognition

The Scott-Morgan Community School District #2, of Morgan and Scott Counties, Bluffs, Illinois, hereinafter referred to as the "Board", hereby recognizes the Bluffs Education Association, IEA/NEA, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for the regularly employed full time and part time certified personnel employed by the Board. All supervisory, managerial and confidential, short-term employees as defined by the Act will be excluded from the Bargaining Unit.

1.2 Part-Time Teachers

All tenured part-time teachers who are employed more than 50% of each school day on a regular basis (5 days per week) shall receive the same rights and benefit (except salary and TRS) under this contract as full-time tenured teachers. Sick Leave days shall be based upon the length of each teacher's employment day. The tenured part-time teachers shall attend parent-teacher conferences, attend faculty meetings, and perform other duties that a full-time teacher normally performs. Non-tenured part-time teachers or tenured part-time teachers who are employed less than 50% of each school day on a regular basis (5 days per week) shall receive the rights and benefit under this contract on a pro-rata basis.

ARTICLE 2

NEGOTIATING PROCEDURES

2.1 Bargaining Teams

Each party in any negotiations shall select its own negotiating representatives and shall limit the size of their teams to a maximum of 5 individuals including their representatives.

2.2 Good Faith Negotiations

Both parties agree that it is their mutual responsibility to meet at reasonable times and to negotiate in good faith.

2.3 Commencement of Negotiations

By March 15 proceeding the contract expiration date, the Association shall submit to the Board notification of its desire to amend, modify, or continue the provisions of the Agreement.

2.4 Ground Rules

This meeting shall be used to discuss ground rules for negotiations between the Board and the Association and establish a mutually agreeable schedule and place for future meetings.

2.5 **Tentative Agreements**

Upon reaching tentative agreements on individual items, those items will be signed off by both parties. Once a full package has been agreed upon then both parties shall present the package to their respective groups for ratification.

2.6 **Mediation**

If agreement cannot be reached during negotiations, either party may request mediation as a means of attempting resolution of the item or items in dispute. The other party must honor such request. The Board and the Association shall stipulate in writing the points of disagreement.

The services of the Illinois Education Labor Board's mediation roster shall be used. Nothing prohibits the use of individuals or organizations such as FMCS or AAA, if mutually agreeable to both parties. The mediator shall have the responsibility to confer separately or jointly with the parties to persuade the parties to resolve their differences and effect an agreement.

The Board and the Association shall equally share the costs of mediation.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 **Definition of Grievance**

A grievance shall be defined as a claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.

3.2 **Informal Level**

The parties hereto acknowledge that it is most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. Further, the parties hereto acknowledge that it is usually most desirable for the Association and administration to resolve problems through free and informal communications. The foregoing does not preclude formal communication between employees and supervisors. When requested by the employee, a person of the employee's choice may accompany the employee to assist in the informal resolution of the grievance. If the employee requests a person of the employee's choice to accompany the employee to assist in the informal resolution of the grievance, the employee and the supervisor must mutually agree that the informal level will continue. Without such agreement, the grievance shall advance to the next level.

3.3 **Immediate Supervisor**

If a formal grievance is to be filed, it must be filed within twenty (20) workdays of the incident-giving rise to the grievance. The immediate supervisor should arrange a meeting within ten (10) working days after receipt of the written grievance. The aggrieved employee, the representative of their choice (optional), the immediately involved supervisor shall be present for the meeting. The immediate supervisor shall have ten (10) work days after said meeting in which to present a written decision to the Grievant. In the case of a grievance filed by the Association, two (2) representatives of the Association, the superintendent or the superintendent's designee and other appropriate parties shall be present for the meeting.

3.4 **Superintendent's Level**

The Association shall have fifteen (15) work days following receipt of the immediate supervisor's decision to forward the grievance to the superintendent's level. The Superintendent should arrange a meeting within five (5) working days after receipt of the written grievance. The aggrieved employee, the representative of their choice (optional), and the superintendent or the superintendent's designee shall be present for the meeting. The superintendent shall have fifteen (15) work days after said meeting in which to present a written decision to the Grievant.

3.5 **School Board Level**

The Association shall have fifteen (15) work days following the receipt of the Superintendent's Response to forward the grievance to the School Board. The School Board should arrange a meeting at the next regularly scheduled meeting to discuss the grievance. The Board shall have fifteen (15) days from the hearing to respond in writing giving their disposition of the grievance.

3.6 **Arbitrator's Level**

If the Association is not satisfied with the disposition of the grievance at the Board's level, and if the claim is an alleged contract violation, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the American Arbitration Association within thirty (30) calendar days of the date of the Board Level answer, then the grievance shall be deemed withdrawn.

3.7 **Arbitrator's Authority**

The arbitrator shall not amend or modify any of the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the union and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this Agreement.

3.8 Procedural Items

- A. Each party shall bear the full costs for its representation in the grievance procedure.
- B. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.
- C. Each party shall share equally the cost of the arbitrator and the AAA.
- D. Failure of the employee or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the Grievant to proceed to the next step. Time limits shall be extended by mutual consent.
- E. Any investigation, handling, or processing of any grievance by the Grievant shall be conducted so that the related work activities of the Grievant or the work staff is not interrupted. With the superintendent's approval, the Grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings.
- F. No reprisals shall be taken by the Board or the administration against an employee because of his participation in a grievance.
- G. All records related to a grievance shall be filed separately from the personnel files of the employees.
- H. A grievance may be withdrawn at any level without establishing precedent.
- I. If both the superintendent or designee and Association mutually agree, the expedited Arbitration Rules of the American Arbitration Association may be used instead of the voluntary Labor Arbitration Rules.
- J. **Bypass Procedure**. All grievances will be filed with the immediately involved Administrator. If there is a question as to which Administrator is the immediately involved Administrator then by mutual agreement between the Association and the Superintendent, any steps of the grievance procedure may be bypassed, and a new timetable mutually established.
- K. **Union Representative**. A union representative may be present at all grievance meetings if the Grievant so requests.
- L. If either party withdraws a demand for arbitration or cancels, postpones or continues arbitration and the Arbitrator charges a cancellation fee, the party who caused the cancellation shall pay such cancellation fee. If cancellation is mutual, both parties will split cancellation fee.

ARTICLE 4

ASSOCIATION RIGHTS

4.1 Right To Representation

When an employee is required to appear before the Board or their supervisor pursuant to an investigation that may lead to disciplinary action or for the imposition of disciplinary action, the employee may request to have a representative of the employee's choice present. Further, when an employee is required to appear before the Board pursuant to an investigation that may lead to disciplinary action or for the imposition of disciplinary action, he or she shall be advised in writing of the reasons for the requirement. Such written notification shall be delivered to the employee a minimum of forty-eight (48) hours in advance of the meeting.

4.2 Mail Facilities

The Association shall have the right to use the school mailboxes in each building and to use the inter-school mail for purposes of reasonable communication with members.

4.3 Bulletin Boards

The Association shall also have adequate space on existing bulletin boards as designated by the Principal or Superintendent for posting Association business bulletins, and/or announcements.

4.4 Association Meetings

The Association will be allowed to use District facilities for local Association business upon prior approval of the building principal. At least three (3) days advance request for use of the facility shall be made to the principal. It is agreed that Association meetings shall not be held during regular working hours. Teachers shall notify principals at least two (2) days in advance if they plan to attend Association meetings during regular working hours.

Teachers shall not neglect professional responsibilities to attend Association meetings.

4.5 Association Dues Deductions

The Board of Education shall deduct in equal installment dues as may be authorized by each teacher on or before October 1 annually. Said signed dues authorization cards shall be received in the business office no later than October 1, or the last business day prior to October 1.

Deductions will be made beginning with September and ending with the following May paycheck (9 installments).

All dues deducted shall be remitted to the assigned representative of the Association no later than ten (10) calendar days after such deductions are made.

4.6 **Association Use of District Equipment**

The Association may reasonably use District business equipment (i.e. computers, typewriters and duplicating machines) during lunch periods and before and after school. The Association shall reimburse the District for actual cost of paper and diskettes, if used.

4.7 **Board Agenda**

Two copies of the Board of Education Meeting Agenda, Financial Statements and Agenda Summary, excluding executive session documents, will be placed in the Association President(s) school mailbox during the school year and mailed during June, July and August for each meeting. A copy of the agenda will be posted as required by the Open Meetings Act for each meeting.

ARTICLE 5

EMPLOYEE RIGHTS

5.1 **Parental and/or Student Complaints**

If an Administrator receives a complaint regarding a teacher, that Administrator will inform said teacher of the complaint.

The teacher and Administrator will confer about how to respond to the complaint.

5.2 **Personnel File**

Each employee shall have the right to review the contents of said employee's personnel file with the exception of those contents exempt in the Employee Record's Act of Illinois and to attach and place therein written reactions to the contents. The employee may review his/her file upon two (2) working days' written advance notice submitted to the Superintendent or designee during the regular business hours or at a time mutually agreeable with the Superintendent and the employee. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee. The employee may have a representative of his/her choice at the time the file is reviewed. All personnel files are to be kept in the district office.

An employee may request a copy of his/her personnel file except for the material as stated above. If an employee requests in writing a copy of his/her file, the Board shall have within seven (7) working days to meet such request. For each page of material copied, the Board shall charge the standard fee for copying.

Notice shall be provided to the teacher when materials that reflect adversely on the teacher's job performance are placed in the teacher's personnel file.

An employee may attach a written response to any material contained in his/her file.

5.3 **Teacher Protection**

If a teacher is assaulted while on duty and operating under Board policy and/or established procedure, and if the teacher notifies the police and/or files charges in accordance with Board policy and/or established procedures, the teacher shall suffer no reprisals, provided the teacher was not also at fault in the incident. If the teacher was not at fault in the incident, then any required police interviews or court appearances shall not be charged to a teacher's allotted sick or personal leave. If the teacher was not at fault in the incident and suffered damage of personal property in the incident, then the Board will pay up to \$250.00 in actual cash value loss.

5.4 **Individual Mail Boxes**

No paychecks, evaluations, or materials of a disciplinary nature will be placed in an employee's mailbox.

ARTICLE 6

TRANSFERS AND VACANCIES

6.1 **Professional Staff Assignments and Transfers**

All vacancies shall be posted in each building prior to being filled. All vacancy notices will be posted in the buildings at the time they are received. Between June 15 and August 15, vacancies will be posted in the Board Office and mailed to the Association Presidents.

Teachers, who desire to be considered for a vacancy, shall notify the Superintendent in writing in the timelines required by the notice. The District shall give teachers within the District who apply for a vacancy and are legally qualified, consideration over other applicants provided that all other qualifications are equal as determined by the Superintendent.

6.2 **Assignments**

Tentative teacher assignments for the next school year will be provided by no later than May 1. Any changes in assignments will not be made without a conference with the teacher.

ARTICLE 7

CONDITIONS OF EMPLOYMENT

7.1 **Teacher Work Day**

- A. All certified personnel shall be present in their assigned buildings to conduct their class and perform other assigned duties for seven and one-half hours (7½ hours) per day including a duty free lunch.

- B. All certified personnel who must stay past the end of the scheduled day shall be allowed input on the scheduling of committee meetings at least forty-eight (48) hours in advance whenever it is possible.
- C. If teachers have doctor's appointments or an emergency that arises, the teacher will be allowed to leave the building at the end of day (3:05) after notifying administrator/office. Immediately after the students have been dismissed without a dock in pay, personal or sick leave time.
- D. The Superintendent or his designee shall schedule regular monthly faculty meetings, after seeking input from the teachers. The schedule for the meetings shall be posted by September 15 of each year for the remainder of the school year. These regular monthly faculty meetings shall commence 15 minutes after school is dismissed and shall conclude in one hour. All teachers are required to attend these faculty meetings, unless excused by Superintendent or his designee due to illness. A teacher will be allowed to miss one faculty meeting during the school year. Teacher/coaches are required to be at the monthly faculty meetings unless they have a post season contest on the day of a scheduled faculty meeting. These monthly faculty meetings shall extend the teacher's work day as provided in subparagraph A above for the time of the faculty meeting only. Nothing herein restricts the Superintendent from calling special faculty meetings at other times as the need arises, but such special faculty meetings shall not extend the teacher's work day beyond that provided in subparagraph A above. Furthermore, on scheduled school improvement day's staff will not be allowed to take personal days.
- E. When a teacher is required to attend a meeting beyond the normal work day in sub paragraph A above, the teacher will be paid \$20.00 each hour to a maximum of 1 hour. However, regular team meetings and faculty night events are exempt from this provision.
- F. Annually, the Board shall prepare a school calendar, as required by the School Code, which currently requires a total not to exceed one hundred eighty-five (185) days. The current 185 days in a school calendar shall be divided so that there are one hundred eighty (180) teacher work days, one hundred seventy six (176) student attendance days, and five (5) emergency days.
- G. An early release day will be provided at the end of the 1st and 3rd quarters with the remainder of the day to allow teachers to finalize quarterly record keeping. An early release day will be provided the last two (2) days of the 1st and 2nd semester to allow teachers to finalize semester and yearly record keeping with no other school related activities scheduled.

7.2 Duty Free Lunch

For the duration of the contract, all teachers will be scheduled for a daily minimum 30-minute duty free lunch period, exclusive of between class passing times, during the normal instructional day.

7.3 Elementary Planning Period

All elementary classroom teachers, including special education teachers, shall receive for the regular work week duty free planning time that equals in total minutes for the week the length of the daily planning period that high school teachers receive on a weekly basis. Each teacher will receive his or her daily planning time in addition to his or her minimum thirty (30) minutes duty free lunch period during the normal instruction day.

7.4 **High School Planning Period**

A teacher at the High School Level will receive one planning period equal to a regular school period in each school attendance day, plus a 30-minute duty free lunch period, exclusive of passing time.

7.5 **Junior High Planning Period**

A teacher at the Junior High School Level will receive one planning period equal to a regular school period in each school attendance day plus the 30-minute duty free lunch period, exclusive of passing time.

7.6 **Administering Medication**

The Board and Association agreed that no certificated employee will be required to administer medication of any type to students.

7.7 **Doubling Up**

If the Board/Administration assigns a teacher two (2) academic preparations in the same class period for Jr/Sr high, the teacher shall be paid \$300 additional per semester. Doubling up academic preparations shall not include Special Education classes, Music, Physical Education, Art, Elementary classes, Title I or other similar classes.

7.8 **School Improvement Committee**

School Improvement Committee will be established to help implement the School Improvement Plan as per State Board of Education's Guidelines. The SIP Committee will report to the Superintendent and may make recommendations to be considered by the Board for final action.

7.9 **School District Committees**

A. **Calendar Committee**

The Board and the Association shall appoint two designees each to serve on a Calendar Committee. The appointments shall be made by October 1 of each year for the school year. The purpose of the Committee will be to recommend the beginning and ending dates of school, breaks and holidays to the Superintendent by April 15 of each school year. The Superintendent, in consultation with the Board, shall have the right to establish the school calendar for the best needs of the District.

B. **Consultation Committee**

The Association shall designate not more than 3 persons to serve on a committee to provide positive feedback and concerns to the Superintendent. One representative will be from K-4, and one representative from 5-8, and one representative from high school. The committee will also include one non-certificated person. The committee exists for the purpose of meeting from time to time to confer regarding matters of mutual interest. The Boards committee shall include the Superintendent. There shall be an agenda for each meeting. Either party can call a meeting at a mutually agreed time. Nothing said by any person at such a committee meeting shall be used adversely against that person or the parties to this agreement in any other context. The purpose of this committee is to promote labor management communications. These meetings shall not constitute collective bargaining sessions.

ARTICLE 8

LEAVES

8.1 Sick Leave

All full-time regularly employed certified employees covered by the agreement shall receive the following sick leave with unlimited accumulation:

0-9 in district years	12 days
10-19 in district years	13 days
20-29 in district years	15 days
30+ in district years	20 days

All employees with at least (70) accumulated sick leave days shall be able to use one (1) sick leave day per year as additional personal days.

Any teacher absent more than three consecutive days may be asked to provide the district with a medical note

Any teacher who uses no sick days during a given school year will be granted two extra days to be put towards their next year's total. Teachers using two or less sick days during a given school year will receive one extra sick day to be put toward their next year's total. These sick days will accrue in the same manner as regular sick days.

8.2 Personal Leave

All full-time regularly employed certified employees covered by this Agreement shall receive two (2) personal days per year without restriction as to purpose. It will be the teacher's responsibility to get the missed materials presented at the beginning of the school term. No more than two (2) teachers may be absent from the district on any one (1) day. Teachers shall notify the principal of their intent to take such day at least forty-eight (48) hours prior to use. Unused personal leave shall be added to the teacher's accumulated sick leave.

A personal day may be granted at the beginning or end of the term upon approval of the building principal and superintendent.

8.3 **Unpaid Leave of Absence**

Any authorized absence from work not covered by the above leave policy shall be considered uncompensated leave and the employee will be docked a proportionate amount of salary.

8.4 **Extended Leave of Absence**

An extended unpaid leave may be granted to non-probationary teachers for illness or to care for ill members of the immediate family upon recommendation of the Superintendent and approval of the Board, such leave not to exceed one year. Upon return from an extended leave of absence for personal illness, said person shall present to the Board a statement of satisfactory health by a qualified examining physician designated by the Board. All requests for extended leave shall be approved by the Board. (All benefits will be frozen during the duration of the leave.) Membership in the group insurance plan will be continued if paid by the employee.

8.5 **Absence Due to On the Job Injury - Worker's Compensation**

Absence due to injury in the course of the employee's work day while assigned duties shall be treated as sick leave unless eligible for worker's compensation. However, income received from Worker's Compensation shall be deducted from the District's compensation liability to the employee and charged pro-rata sick leave. When income from other District's funds is received by the employee due to his/her injury, the District shall only be responsible for the remaining salary owed the employee. The intent of the District is that in no case shall the employee who was injured while performing his/her duties receive more than 100 percent of his/her gross salary.

8.6 **General Leaves of Absences**

Leaves of absence without pay may be granted to non-probationary teachers upon making application and receiving the approval of the Board. Each approved leave of absence shall be of the shortest possible duration required for the leave and shall be consistent with a reasonable continuity of instruction for students.

Leaves of absence without pay may be granted to non-probationary teachers for up to a maximum of one full year, according to the following conditions:

1. Written requests for a leave of absence without pay should be made at least ninety (90) days before the leave is desired, and all such leaves are subject to final approval of the Board.
2. Dates of departure and return must be acceptable to the Board and administration, and shall be determined in advance of any leave granted.
3. A teacher granted a leave of absence scheduled to end at the end of the school year must inform the Superintendent of his/her desire to return to work, in a position for

which he/she is qualified, no later than February 15. A teacher granted a leave of absence scheduled to end at a time other than the end of the school year shall notify the Superintendent of his/her desire to return to work, in a position for which he/she is qualified, at least ninety (90) days prior to the scheduled ending date.

4. Leaves of less than one month, if acceptable and approved by the Superintendent, shall not require Board approval nor three months notice.
5. A teacher on approved leave of absence may continue insurance benefits, provided the insurance carrier deems it acceptable, and the full cost of the insurance premium is paid by the employee on monthly dates established by the administration.

8.7 **Maternity/Paternity Leave**

The Board shall grant a maternity/paternity leave of absence without pay or loss of accrued sick leave, tenure or seniority to any full time tenured teacher who submits a written request, accompanied by a physician's certificate of pregnancy, for such leave. Such leaves shall be subtracted from the employee's sick leave accumulation.

The effective date of the leave and the end of the leave (if scheduled to be at the end or beginning of a semester) shall be established by the teacher in writing and shall be submitted to the Superintendent at least sixty (60) days in advance of the beginning of the leave. Such leave shall not be for more than two (2) complete semesters. Maternity leave requests for less than one semester and scheduled to end prior to the end or after the beginning of a semester must have prior approval of the Superintendent.

A maternity leave may be granted for purposes of adoption. A paternity leave may also be granted for the purposes of adoption.

For the purposes of reinstatement the following shall be met by the teacher:

- A. A physician's statement, stating the teacher is able to assume all duties required of a teacher, shall be submitted to the Superintendent in advance of the return.
- B. A teacher returning from such leave shall give the Superintendent written notice by April 1, of their intention to return from a leave scheduled to end as of the beginning of or during the first semester.
- C. If the leave is scheduled to end as of the beginning of or during the second semester, said written notice of the teacher's intention to return shall be given to the Superintendent by the prior November 15.

8.8 **Jury Duty**

Employees shall suffer no loss in salary because of jury duty except that the Board may make a deduction equal to the amount received for such jury duty, excluding non-duty days, mileage allowance, meal allowance, and parking fees.

8.9 **Professional Leave**

Full-time teachers and part-time tenured teachers employed more than 50% of each school day on a regular basis (5 days a week) will be allowed four (4) Professional Leave Days per school

year to participate in a conference, workshop or seminar that reasonably relates to their teaching assignments. Other part-time teachers shall receive Professional Leave Days, not to exceed four (4) days, as approved by the Superintendent. Each teacher shall notify the Superintendent in writing at least seven (7) school days prior to the Professional Leave Day requested. The teacher shall provide sufficient materials to the Superintendent to justify that the meeting reasonably relates to the teaching assignment. The Superintendent, or his designee, may, in his sole discretion, approve more than four (4) professional leave days per school year for a teacher, based on educational need and available funding.

8.10 Family Medical Leave

After the exhaustion of paid leave time, teachers who are eligible may apply for leave pursuant to the Family Medical Leave Act. During any approved Family Medical Leave, the District will continue to pay its portion of health insurance contributions as agreed to in Section 10.6 (Insurance) in this Agreement. A teacher who is on Family Medical Leave shall continue to be eligible for the district group health insurance program to the same extent as other similarly situated teachers.

8.11 Definition of Half Day Usage

For the purpose of this article, when an employee takes a half-day of leave, the half-day mark will be defined as lunchtime. An employee taking a half day in the AM must return prior to the ending of the lunch period and for the PM a teacher can leave immediately following the bell for the beginning of the lunch period.

8-12 A Bereavement Leave

Each teacher shall be granted three (3) days of bereavement leave per occurrence for the purpose of attending the funeral of a member of their immediate family which is defined as an employee's spouse, employee's parent or guardian, spouse's parent, child, step-child, brother or sister, grandchild, employee's grandparent or spouse's siblings. Use of bereavement days under this paragraph shall not result in a reduction in sick leave.

8-12 B Each teacher shall be granted one (1) day of leave per occurrence, for the purpose of attending the funeral of anyone outside of the immediate family (stated above). Use of such days under this paragraph shall result in a reduction in sick leave.

ARTICLE 9

LAY OFF AND RECALL PROCEDURES

9.1 REDUCTION IN TEACHING STAFF

If there is a decision to decrease the number of tenured certified teaching staff employed, or to discontinue in a particular type of teaching service and normal annual attrition of faculty does not produce the required decrease in positions, written notice of dismissal is to be given those teachers to be dismissed by registered mail at least forty-

five (45) days before the end of the school term. If the tenured teacher has performed satisfactorily, the notice to dismiss will include a statement of honorable dismissal.

Reduction in Force processes and procedures shall be consistent with all laws relating to such reductions and consistent with all decisions and guidelines established by the Joint RIF Committee operating within the parameters of its legal authority. For Groups 3 and 4, seniority shall determine the order of dismissal.

When District seniority is equal between two or more teachers, the following criteria shall be used in determining which tenured teacher (s) shall be honorably dismissed by the Board:

Seniority shall be determined based upon the teachers' dates (including the year) of hire by the District and continuous service in the District since the date of hire. If the date of hire is the same for one or more tenured teachers subject to being honorably dismissed from the same teaching assignment (i.e. 7th grade English), District seniority shall be determined by random lot selection conducted by the Superintendent in the presence of the Association President and Board of Education President.

Honorably dismissed tenured teachers shall be given first priority for the vacant position in the reverse order they were dismissed if positions become available during fourteen (14) months from their dismissal. Recalls shall occur first in Group 4 by seniority and then in Group 3 by seniority. Group 1 and Group 2 teachers do not have recall rights. The fourteen (14) months is defined as within fourteen (14) months, commencing three (3) business days from the last day of the school term in which they were honorably dismissed.

ARTICLE 10

EMPLOYEE COMPENSATION

10.1 Payroll

Teachers shall receive their paycheck on the 15th of each month or on the previous workday if the pay day falls on a weekend or holiday. Teachers shall have the choice to be paid either nine (9) or twelve (12) months during the school year. Staff will be subject to receiving their paychecks by automatic deposit utilizing the banking facility of their choice.

10.2 Salary

Salary schedule for the term of this contract is listed in Appendix A. All teachers will receive a step increase during the term of this contract.

10.3 Extracurricular

- A. All Extra Duty Stipends are attached in Appendix B of this contract.
- B. Payment of Extracurricular Activities.

All persons involved in Extracurricular Activities as per Appendix B will notify the District Office at the beginning of each school year how their extra duty stipends are to be paid. The employees will notify the payroll clerk if the stipend is to be paid out over their regular paychecks or in separate installments in December and June in separate checks.

- C. All class sponsorships will be placed on a rotating basis. All Jr. High and Senior High School teachers will be included in the rotation. All full time staff can volunteer for the paid class sponsorship positions.
- D. In the event the Board enters into a cooperative agreement with one or more school districts for the purpose of activities listed in Appendix B and the Board employs the coach/sponsor as an employee of the Scott-Morgan Community Unit School District #2, the Board may, at its discretion, either pay the coach/sponsor at the stipend level listed in Appendix B or at the stipend level for the same position as contained in the extracurricular schedule of one of the other school districts that is a member of the same cooperative agreement, provided that the stipend offered for any such position shall not be less than the salary or stipend for the similar position listed in Appendix B. The stipend for any sponsor/coach of a coop activity shall be at least 5% higher than the assistant for the same activity.

10.4 **School Year**

The school year shall comply with the requirements of 105 ILCS 5/10-19.2.

10.5 **Continuing Education**

- A. General Purpose Reimbursement Program: The Board will reimburse any full-time teacher for college credit hours earned at the rate of \$300.00 per college credit hour. The Board will reimburse the teacher within 30 days after the teacher submits proof of compliance that all conditions below have been met.
 - 1. All courses which are to be submitted for reimbursement must first have the approval from the Superintendent prior to taking the course.
 - 2. Approval of the courses shall be limited to the curricular area that the teacher teaches in up to 16 college credit hours or are being earned by the teacher to become certified to teach in another curricular area as recognized by the Illinois State Board of Higher Education; or to be toward an advanced degree.
 - 3. College credit hours must be earned from a recognized college or university in the United States.
 - 4. Reimbursement will only occur if teacher earns a passing grade of "B" or above.
 - 5. Reimbursements shall be limited per full-time teacher.

10.6 **Health Insurance**

- A. The Board agrees to pay 75% of the individual health insurance premium.
- B. Insurance Committee shall be established comprising of three (3) members appointed by the Association and three (3) members appointed by the Superintendent. This Committee shall be responsible for researching proposals for a District group health insurance plan that complies with federal and state law and that reasonably meets District employee health needs subject to federal and state law requirements at a reasonable cost to the District. The Insurance Committee, by a majority vote, shall present a proposal for a District group health insurance plan from a reputable insurance carrier to the Board of Education for its approval. Coverage and premium charges shall not result in the District being assessed fines and/or monetary penalties on taxes (“pay or play tax”, “Cadillac plan”) pursuant to the Patient Protection & Affordable Care Reconciliation Act of 2010 and/or rules and regulations implementing this Act. Upon thirty (30) days written notice by either Party to the other, the Parties agree to re-open this Paragraph 10.6 to negotiate changes to the District health insurance plan mandated by federal or state law.

10.7 **Pre-Retirement Incentives**

Retirement Incentive for School Year 2021-2022

A teacher who has 35 years or more of creditable TRS service or has reached at least the age of 60 years with 20 years or more of creditable service by his/her resignation/retirement date, and who submits an irrevocable letter of retirement and resignation on or before May 1st effective at the end of the next, second, third or fourth school year thereafter, the teacher will be removed from the salary schedule (no further movement on the salary schedule, vertically or horizontally) for the next, second, third or fourth school years. The teacher will receive for each year of employment thereafter an increase of six percent (6%) on the teacher’s TRS creditable earnings over the immediately preceding year.

In no event shall a teacher, who participates in this retirement incentive be paid or receive an increase in total TRS creditable earnings in excess of six percent (6%) of the creditable earnings paid the teacher in the previous fiscal year pursuant to the TRS rules and regulations. Any such creditable earnings that exceed this six percent (6%) limit from one fiscal year to the next shall not be considered due and owing to the teacher. Exemptions to the 6% limitation on creditable earning as provided for by law will be recognized and authorized to the extent the exemptions are allowed under TRS rules and regulations.

10.8 **Internal Substitute**

- A. **High School/Junior High.** Any teacher substituting during his/her planning period will receive a stipend in the amount of \$ 25.00 per period for loss of their planning period.

- B. **Elementary.** Any employee substituting during his/her planning period (including no substitute being hired) will be paid at the rate of \$12.50 per partial period for loss of their planning period.

10.9 **Increments**

All teachers will receive vertical movement on the salary schedule annually provided that nothing contained in this provision shall be construed to mean that any extra steps or cells shall be added to the teacher salary schedule. Teachers completing college credit hours will move horizontally at the beginning of each school year.

10.10 **Mileage Reimbursement**

Employees required to transact business during a School Business Day will be paid at the Internal Revenue Service mileage rate.

10.11 **TRS**

The Board will pay toward each full time employee's Teacher Retirement System obligation for the year an amount equal to 9% of the teacher's salary for the duration of the contract term.

- 10.12 All certificated staff will be allowed a free school lunch.

ARTICLE 11

EVALUATION

11.1 **Annual Review**

The Evaluation Committee shall annually review the District evaluation instrument and plan to make adjustments as may be required by 105 ILCS 5/24A et. al. and/or Senate Bill 7 and/or other applicable law.

11.2 **Evaluation Committee**

The Evaluation Committee shall consist of three (3) persons appointed by the Association and three (3) persons appointed by the Superintendent. The Committee shall meet at least during the month of October each year and schedule such other meetings as may be mutually agreed to from time to time throughout the school year. Evaluation Committee decisions shall be made by a majority vote of all Committee members.

11.3 **Teacher Evaluation**

- A. The evaluation instrument to be used for the purpose of evaluations of teachers who are in continued contractual service (hereinafter referred to as "tenured teachers") and non-tenured teachers employed by the District is attached to

Appendix ___ to this Agreement.

1. The evaluation instrument shall provide that the teacher may be rated as either "excellent", "proficient", "needs improvement", or "unsatisfactory" by administrators who have been employed by the Board and who have the training and certification required by the Illinois State Board of Education to conduct teacher evaluations.
2. All non-tenured teachers shall be evaluated at least two (2) times each school year. All tenured teachers shall be evaluated at least one time every two (2) years. All teacher evaluations shall be conducted by administrators qualified under the law at the time the evaluation is done to perform the evaluation. Nothing prohibits qualified administrators from conducting evaluations of a teacher's performance and/or assigned duties more frequently in any year than set forth in this paragraph.
3. Each formal written evaluation shall be preceded by at least three observations by the administrator conducting the evaluation. One (1) observation shall be scheduled with the teacher at least one (1) day in advance, and the other two (2) observations should be "drop in" observations on separate days. The formal summative evaluation of the teacher shall be scheduled and conducted after the three observations have been conducted and with at least one (1) day's prior notice to the teacher.
4. The administrator who conducted the formal summative evaluation of the teacher shall, within thirty (30) calendar days of completing this evaluation, deliver a written copy of that written evaluation to the teacher and shall schedule a conference with the teacher not less than 24 hours nor more than three (3) school days thereafter, to discuss the formal summative evaluation with the teacher. At the conclusion of this conference, the teacher shall sign the evaluation document. The teacher may deliver to the administrator who conducted the evaluation a written statement to be attached to the formal summative evaluation within seven (7) calendar days following the date of the conference. The administrator who conducted the teacher's formal summative evaluation shall cause a copy of this evaluation to be placed in the teacher's personnel file along with any written statement by the teacher.
5. A professional development plan shall be completed as required by 105 ILCS 5/24A-5(2)(h), for a teacher who receives a rating of "needs improvement" in a formal summative evaluation.
6. A tenured teacher who receives a rating of "unsatisfactory" in a formal summative evaluation shall follow the remediation procedure set forth in 105 ILCS 5/24A-5(2)(i), provided the basis for the unsatisfactory rating is the result of possibly remediable teaching performance. The remediation procedures in 5/24A-5(2)(i) shall not apply if the basis for teacher dismissal is irremediable teacher misconduct.

7. Nothing in the evaluation procedures delineated herein shall limit the right of the administration to utilize informal observation, insubordination, or other evaluative criteria for considering the competency of an employee.
- B. Any grievance filed concerning Paragraph 6.1 of Article XI of this Agreement shall be only limited to violations of specific evaluation procedures in the evaluation instrument contained in Appendix ___ to this Agreement.

ARTICLE 12

EMPLOYEE DISCIPLINE

12.1 Discipline Procedures

Teachers shall receive prior written notice of any discipline and the basis for such discipline. The teachers shall have the right to a due process hearing with the Superintendent prior to the effective date of any discipline. Discipline shall be appropriate to the offense.

12.2 Dismissal

Teachers dismissed shall follow the procedures of the School Code.

ARTICLE 13

MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers and authority of the Board which are not expressly limited by the express language of this Agreement are retained by the Board to manage the district and to implement Board decisions for the best interest of the school district during the term of this contract. The Board shall have the right to proceed unless the Association makes a formal written demand to bargain a mandatory subject of bargaining.

ARTICLE 14

EFFECT OF AGREEMENT

14.1 Individual Contracts

Individual contracts or employment agreements shall reflect the terms and conditions of this Agreement.

14.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

14.3 **No Strike**

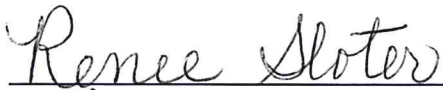
During the term of this Agreement, the Association agrees the teachers shall not participate in a strike in whole or in part.

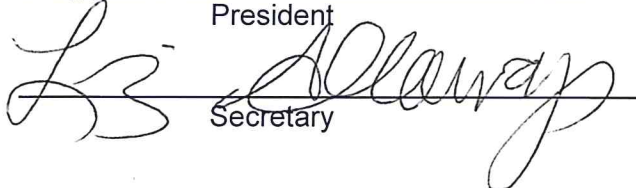
14.4 **Duration**

This Agreement shall be effective on August 1, 2021, and shall continue in effect until August 1, 2022. This Agreement shall expire at such expiration date unless it is extended for a specified period or periods by mutual written agreement of the parties or if replaced by a successor agreement.

This Agreement executed on this 12th day of April, 2021.

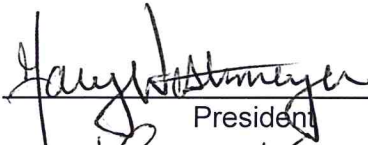
FOR THE BLUFFS EDUCATION
ASSOCIATION, IEA/NEA

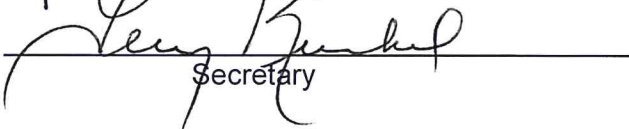


President


Secretary

FOR THE BOARD OF EDUCATION,
SCOTT-MORGAN COMMUNITY UNIT
SCHOOL DISTRICT NO. 2



President


Secretary

APPENDIX A

APPENDIX A-1 – SALARY SCHEDULE 2021-21..... 26
APPENDIX B – EXTRA CURRICULAR AND COACHING SALARY SCHEDULE... 27-29

APPENDIX A

YEARS	BACHELOR	BS + 8	BS + 16	BS + 24	MASTERS	MS +8
1	\$ 32,797	\$ 33,453	\$ 34,122	\$ 34,804	\$ 35,848	\$ 36,565
2	\$ 34,109	\$ 34,621	\$ 35,140	\$ 35,667	\$ 36,494	\$ 37,223
3	\$ 34,446	\$ 34,964	\$ 35,488	\$ 36,020	\$ 37,150	\$ 37,893
4	\$ 34,787	\$ 35,310	\$ 35,839	\$ 36,377	\$ 37,819	\$ 38,576
5	\$ 35,304	\$ 35,834	\$ 36,371	\$ 36,917	\$ 38,500	\$ 39,270
6	\$ 35,828	\$ 36,366	\$ 36,912	\$ 37,465	\$ 39,193	\$ 39,977
7	\$ 36,458	\$ 37,006	\$ 37,561	\$ 38,124	\$ 39,898	\$ 40,696
8	\$ 37,095	\$ 37,651	\$ 38,216	\$ 38,789	\$ 40,617	\$ 41,429
9	\$ 37,736	\$ 38,302	\$ 38,877	\$ 39,460	\$ 41,348	\$ 42,175
10	\$ 38,207	\$ 38,780	\$ 39,362	\$ 39,952	\$ 42,092	\$ 42,934
11	\$ 38,972	\$ 39,556	\$ 40,149	\$ 40,751	\$ 42,850	\$ 43,707
12	\$ 39,751	\$ 40,347	\$ 40,952	\$ 41,566	\$ 43,621	\$ 44,493
13	\$ 40,546	\$ 41,154	\$ 41,771	\$ 42,397	\$ 44,406	\$ 45,294
14	\$ 41,357	\$ 41,977	\$ 42,607	\$ 43,245	\$ 45,205	\$ 46,109
15	\$ 42,184	\$ 42,817	\$ 43,459	\$ 44,110	\$ 46,019	\$ 46,939
16	\$ 43,028	\$ 43,673	\$ 44,328	\$ 44,992	\$ 46,847	\$ 47,784
17	\$ 43,888	\$ 44,547	\$ 45,214	\$ 45,892	\$ 47,691	\$ 48,644
18	\$ 44,766	\$ 45,437	\$ 46,119	\$ 46,810	\$ 48,549	\$ 49,520
19	\$ 45,661	\$ 46,346	\$ 47,041	\$ 47,746	\$ 49,423	\$ 50,411
20	\$ 46,575	\$ 47,273	\$ 47,982	\$ 48,701	\$ 50,313	\$ 51,319
21	\$ 47,506	\$ 48,219	\$ 48,942	\$ 49,675	\$ 51,218	\$ 52,243
22	\$ 48,456	\$ 49,183	\$ 49,920	\$ 50,669	\$ 52,140	\$ 53,183
23	\$ 49,425	\$ 50,167	\$ 50,919	\$ 51,682	\$ 53,079	\$ 54,140
24	\$ 50,414	\$ 51,170	\$ 51,937	\$ 52,716	\$ 54,034	\$ 55,115
25	\$ 51,422	\$ 52,193	\$ 52,976	\$ 53,770	\$ 55,007	\$ 56,107
26	\$ 52,451	\$ 53,237	\$ 54,035	\$ 54,845	\$ 56,107	\$ 57,117
27	\$ 53,500	\$ 54,302	\$ 55,116	\$ 55,942	\$ 57,229	\$ 58,145
28	\$ 54,570	\$ 55,388	\$ 56,218	\$ 57,061	\$ 58,374	\$ 59,191
29	\$ 55,661	\$ 56,496	\$ 57,343	\$ 58,202	\$ 59,541	\$ 60,257
30	\$ 56,774	\$ 57,626	\$ 58,490	\$ 59,366	\$ 60,732	\$ 61,342
31	\$ 57,910	\$ 58,778	\$ 59,659	\$ 60,554	\$ 61,946	\$ 62,446
32	\$ 59,068	\$ 59,954	\$ 60,853	\$ 61,765	\$ 63,185	\$ 63,570
33	\$ 60,249	\$ 61,153	\$ 62,070	\$ 63,000	\$ 64,449	\$ 64,714
34	\$ 61,454	\$ 62,376	\$ 63,311	\$ 64,260	\$ 65,738	\$ 65,879

APPENDIX B

Extra-Curricular Stipend Schedule

Stipend percentage will be based on FY'22 Base Salary of \$TBD. The base salary for the stipend sheet will be adjusted each year for the length of this contract. Salary will be rounded to the nearest dollar.

Position							Base Salary = \$
High School Athletics	Stipend Experience						
	1-4 Years	Amount		5-8 Years	Amount		9+ Years
							Amount
District Athletic Director	31%	\$9,719		32%	\$10,033		\$10,346
Head Football	12 %	\$3,762		13%	\$4,076		\$4,389
Assistant Football (2)	9 %	\$2,822		10%	\$3,135		\$3,449
Head Boys Basketball	12 %	\$3,762		13%	\$4,076		\$4,389
Assistant Boys Basketball	9 %	\$2,822		10%	\$3,135		\$3,449
Freshman Basketball	6 %	\$1,881		7%	\$2,195		\$2,508
Head Girls Basketball	12 %	\$3,762		13%	\$4,076		\$4,389
Assistant Girls Basketball	9 %	\$2,822		10%	\$3,135		\$3,449
Head Volleyball	12 %	\$3,762		13%	\$4,076		\$4,389
Assistant Volleyball	9 %	\$2,822		10%	\$3,135		\$3,449
Head Baseball	10%	\$3,135		11%	\$3,449		\$3,762
Assistant Baseball	6 %	\$1,881		7%	\$2,195		\$2,508
Head Golf	10%	\$3,135		11%	\$3,449		\$3,762
Head Softball	10%	\$3,135		11%	\$3,449		\$3,762
Assistant Softball	6 %	\$1,881		7%	\$2,195		\$2,508

Head Co-Ed Track	12 %	\$3,762	13%	\$4,076	14%	\$4,389
Boys Track	10%	\$3,135	11%	\$3,449	12 %	\$3,762
Girls Track	10%	\$3,135	11%	\$3,449	12 %	\$3,762
Cheerleading	6 %	\$1,881	7%	\$2,195	8%	\$2,508
Position					Base Salary = \$	
Junior High Athletics	Stipend Experience					
	1-4 Years	Amount	5-8 Years	Amount	9+ Years	Amount
Head Boys Basketball	9 %	\$2,822	10%	\$3,135	11%	\$3,449
Assistant Boys Basketball	4 %	\$1,254	5 %	\$1,568	6 %	\$1,881
Head Girls Basketball	9 %	\$2,822	10%	\$3,135	11%	\$3,449
Assistant Girls Basketball	4 %	\$1,254	5 %	\$1,568	6 %	\$1,881
Co-Ed JH Track	12 %	\$3,762	13%	\$4,076	14%	\$4,389
Boys Track	9 %	\$2,822	10%	\$3,135	11%	\$3,449
Assistant Boys Track	4 %	\$1,254	5 %	\$1,568	6 %	\$1,881
Girls Track	9 %	\$2,822	10%	\$3,135	11%	\$3,449
Assistant Girls Track	4 %	\$1,254	5 %	\$1,568	6 %	\$1,881
Head Volleyball	9 %	\$2,822	10%	\$3,135	11%	\$3,449
Head Baseball	6 %	\$1,881	7%	\$2,195	8%	\$2,508
Head Softball	6 %	\$1,881	7%	\$2,195	8%	\$2,508
Cheerleading Sponsor	4 %	\$1,254	5 %	\$1,568	6 %	\$1,881

Coaches will be placed at the level in years in which they are entering for each particular season. Experience does not carry over from one sport to another sport. Experience does carry over from Assistant to Head assignment or from Junior High to High School within the District.

Other	Stipend	
FFA	8 %	(1 person)
High School Yearbook	4 %	(1 person)
Student Council	1.5 %	(1 person)
National Honor Society	1.5 %	(1 person)
Senior Class Sponsor	1 %	(2 people)
Junior Class Sponsor	1.5 %	(2 people)
Class Sponsor (Fr & So)	.5 %	(2 people)
JH Class Sponsor	.25 %	(7 th & 8 th)
Scholastic Bowl	3.5 %	(1 person)