

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
LIBERTY COMMUNITY UNIT SCHOOL DISTRICT # 2
AND
LIBERTY UNIT TEACHERS ASSOCIATION
2017-2020

INDEX

		Page
ARTICLE I	RECOGNITION	4
ARTICLE II	EMPLOYEE AND ASSOCIATION RIGHTS	5
	2.1 Right to Organize	5
	2.2 Personnel File	5
	2.3 Right to Representation	5
	2.4 Dues Deduction	5-6
	2.5 Meetings, Notices and General Information	6
ARTICLE III	EMPLOYMENT CONDITIONS	7
	3.1 School Calendar	7
	3.2 Regular Teacher School (or Teacher Work) Day	7-9
	3.3 Changes of Duties or Responsibilities	9
	3.4 Planning Period Substitution	9
	3.5 Class Size	9
	3.6 Preparation Time	10
	3.7 Use of School Equipment for Students Class Work	10
	3.8 Workrooms	10
ARTICLE IV	TEACHER EVALUATION	11
	4.1 Teacher Evaluation/Illinois Law	11
	4.2 Disciplinary/Remediation Procedures	11
ARTICLE V	GRIEVANCE PROCEDURES	12
	5.1 Grievance Procedures	12
	5.2 Time Limits	12
	5.3 Procedures	12
	5.4 Rules	13-14
ARTICLE VI	EMPLOYEE COMPENSATIONS AND FRINGE BENEFITS	15
	6.1 Salary Schedule	15
	6.2 Payroll Installments	15
	6.3 Supplemental Jobs – (Added to Salary Schedule)	15
	6.4 Life Insurance	15
	6.5 Hospitalization and Major Medical	15-16
	6.6 Professional Growth Tuition Reimbursement	16-17
	6.7 Payments to State Teacher's Retirement System and Teacher's Health Insurance Security	17-18
	6.8 Retirement Savings Plan	18
	6.9 Six Percent Cap	18

ARTICLE VII	LEAVES	19
	7.1 Sick Leave/Bereavement Leave	19-20
	7.2 Personal Business Leave	20-21
	7.3 Unpaid Leave for Selected Purposes	21-22
	7.4 Association Leave	22
	7.5 Professional/Job Performance Business Leave	23
	7.6 Special Leave	23
ARTICLE VIII	NEGOTIATION PROCEDURES	24
	8.1 Responsibility	24
	8.2 Beginning Date	24
	8.3 Members	24
	8.4 Duration	24
ARTICLE IX	FAIR SHARE	25
	9.1 Generally	25
	9.2 Deduction	25
	9.3 Indemnification	25
	9.4 Procedures	25-26
	9.5 Religion Objections	26
	9.6 No Grievance	26
ARTICLE X	EFFECT OF AGREEMENT	26
	10.1 Complete Understanding	26
	10.2 Saving Clause	26
	10.3 No Strike Clause	27
	10.4 Education Reform in the State of Illinois	27
ARTICLE XI	TERMS OF AGREEMENT	27
APPENDIX		
	Salary Schedule	28
	Athletic Stipend Schedule	29
	Academic/Certified Stipend Schedule	30

ARTICLE I RECOGNITION

- 1.1 The Board of Education of Liberty Community Unit School District #2, Adams County, Liberty, Illinois hereinafter referred as the “board” hereby recognized the Liberty Unit Teachers Association, hereinafter referred to as the “Association” affiliate with the Illinois Education Association and the National Education Association, as the exclusive and sole negotiation agent for all regularly employed certified full and part-time teaching personnel except the Superintendent, Assistant Superintendent, Principals, Assistant Principals and Dean of Students.
- 1.2 The Board agrees not to negotiate with any other teacher organization with regard to negotiable items unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.
- 1.3 Part-time regularly employed certified teachers will receive benefits on a pro-rate basis except where specified.

Definitions

- 1.4 Members of the bargaining unit are hereinafter sometimes referred to as “teacher” or “teachers”, “employee” or “employees”, “certified staff”, “bargaining unit members”, or other appropriate references.
- 1.5 “Days” shall mean working days, except as otherwise specified in this Agreement.
- 1.6 “Superintendent” shall mean the Superintendent of Schools or the Superintendent’s designee.

ARTICLE II
EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Right to Organize

Teachers shall have the right to form an Association for the purpose of participating in professional negotiations with the Board for wages, hours, and other terms and conditions of employment.

2.2 Personnel File

- A. No evaluative materials shall be placed in the file unless the teacher has been offered an opportunity to read such materials. The teacher shall acknowledge that he/she has read any materials evaluative in nature, by affixing his/her signature on the copy to be filed.
- B. The teacher shall have the right to respond to any material filed and his/her response shall be attached to the file.
- C. Upon appropriate written request by the teacher, he/she shall be permitted to examine his/her files in the presence of an administrator and a colleague of the teacher's choice.
- D. The teacher shall be permitted to reproduce at his/her own expense any materials in his/her file. Letters of reference for an employee shall be specifically exempt from such a review, as are other such items specified by law.
- E. The files will be kept locked at all times other than regular office hours.
- F. In regards to letters placed in a teacher's file, performance issues will be reflected in the teacher's evaluation. A letter in regards to disciplinary issues shall remain in the teacher's file permanently. The teacher will be made aware of these instances.

2.3 Right to Representation

When teachers are required to appear before the Board or the Administration concerning any matter which, in their opinion could adversely affect their employment, position, or salary, said teachers are entitled to have a representative of the Association present. Further, when teachers are required to appear before the Board, they shall be advised in writing of the reason for the required appearance.

2.4 Dues Deduction

Any new full-time or part-time teacher may sign and deliver to the Board office the appropriate authorization forms for annual dues deduction. These authorization forms shall be provided by the Association. This annual authorization will be presented to the Board between September 1 and October 1 of each year, from those teachers requesting

dues deduction. All dues deducted by the Board shall be remitted to the Association no later than fifteen (15) days after such deductions are made. The first deduction will be made beginning with the October paycheck.

Dues will be deducted monthly in eight (8) equal amounts as long as the teacher is still under contractual agreement with said District. Those teachers who are employed after the beginning of the school year may request dues deduction for the remainder of the year, in an amount equivalent to the dues yet to be deducted for the remainder of the year. The Association shall indemnify and hold harmless the Board from and against any and all claims, demands, suits or other forms of liability, monetary or other wise, and related costs, expenses or attorney fees, that may arise out of, or by reason of, any action taken by the Board or on behalf of the Board pursuant to this paragraph 2.4. This indemnification and hold harmless provision shall not apply to claims made by the Association against the Board regarding distributions of funds to the Association.

2.5 Meetings, Notices and General Information

- A. With the understanding that any and all costs incurred by the Association will be fully reimbursed to the school district, consistent with charges that would be assessed any group or organization, the Association may be allowed the following:
 - 1. The use of school facilities for meetings, before and after school hours, with prior authorization of the building administrator after his/her consideration has been given to other school activity scheduling. In any instance, no Association meeting scheduled after school shall commence until the buses have departed.
 - 2. The use of school equipment and technology.
- B. The Association shall have use of employee mailboxes, inter-school mail, and a designated faculty workroom bulletin board. The bulletin board and the faculty workroom will be designated by the Superintendent or his/her designee.

ARTICLE III
EMPLOYMENT CONDITIONS

3.1 School Calendar

The superintendent will provide the Association with a proposed calendar so that the Association can give suggestions with regard to the configuration of the calendar. Such suggestions will be submitted to and discussed with the Superintendent by April 1 of each year.

3.2 Regular Teacher School (or Teacher Work) Day

The regular teacher school day for certified staff, other than part-time employees, will commence fifteen (15) minutes before class periods are scheduled to begin and end fifteen (15) minutes after school is dismissed. The regular teacher school day is or may be subject to variation as follows:

- A. Teachers may be required to attend teachers' meetings to conclude no later than 4:15 p.m. In said instances, teachers will be given at least forty-eight (48) hours notice of such meetings, except where emergency or immediate circumstances do not allow giving such notice. No penalty will be imposed on teachers who need to be excused early so long as prior notification has been given to the administration.

Each building Principal may call no more than four (4) required attendance teachers' meetings per calendar month. The Superintendent, however, shall have no restrictions placed on the number of meetings the Superintendent may call at which teacher attendance is required. Meetings may involve all or any number of teachers as determined by the person calling the meeting. Every effort shall be made to avoid calling teachers' meetings on Fridays or regular teacher school days prior to a holiday.

- B. In some situations, when guardians' schedules must be accommodated, teachers may be asked to attend 504 meetings, special education meetings, and IEP meetings that last until after 4:15 p.m. No penalty will be imposed on teachers who need to be excused early so long as prior notification has been given to the administration.
- C. On institute days, the regular teacher school day will not exceed the duration of the institute, nor shall the duration of the institute exceed the duration of the regular school day.
- D. Teachers may be required outside of the regular teacher work day to attend Liberty Community Association (LCA) open house meetings, parent-teacher conferences, extra-curricular duty assignments, and other activities or obligations.

- E. Teachers will receive a Comp Time Slip from their appropriate building administrator for attending a required meeting during scheduled planning or lunch time. Teachers may redeem this Comp Time Slip and be allowed to leave school early (as soon as the school buses have departed).

Teachers, having received the prior permission of the building administrator, may be allowed to leave school early (as soon as the school buses have departed) for reasons including, but not necessarily limited to medical reasons, emergencies, and/or early dismissal days.

- F. The Board agrees to provide four and one-half (4 1/2) hours, during the first five (5) days of school, for teachers to work on professional development concerns and issues within their classrooms. No less than three (3) of these hours will occur in the last two days of the first five days of school.

- G. Teachers may request approval from his/her building administrator to leave school for medical reasons that pertain to themselves or their immediate family, no earlier than 2:50 p.m. without using sick time provided the teacher has obtained a certified person to cover his/her duties at no cost to the district. Except in cases of emergencies, written requests should be made 24 hours prior to the anticipated absence whenever possible.

- H. Pay for Extended Hours.

1. For those bargaining members who at the administration's request or expectation, work beyond the normal school term and/or school day, the Board shall pay an hourly wage based upon the current hourly wage formula for certified staff (yearly salary /180 days/7.5 hours). Such an hourly wage shall be based upon the bargaining member's salary.
2. Tasks assigned by administration outside the regular school day which require professional credentials, including but not limited to teaching home bound students, teaching summer school or other classes, fulfilling special education IEPs (extended school year). This will be paid at the rate mentioned in 3.2H1 in this policy.
3. If staff is asked to attend classes, workshops, and/or trainings, they will be compensated at an hourly rate of \$15 per hour.
4. This is not to be construed as changing the policy stated in 3.2D.
5. The rate and hours to be worked pursuant to paragraphs 3.2H.1 and 3.2H.3 above shall be reduced to writing and signed by the staff member and Superintendent prior to the performance of the assignment.

- I. Should any variations be made in the regular teacher school day, other than as stated above, such as dismissing all students and teachers early, this shall not be deemed to establish a precedent or require the Board to continue such variation thereafter.
- J. The regular teacher school day for part-time employees will be determined by the Board of Education or Superintendent consistent with the employee's term of employment.

3.3 Changes of Duties or Responsibilities

With regard to this agreement, wages, hours, and other terms and conditions of employment for any member of the bargaining unit shall not be altered unless mutually agreed to by the parties, except for assignments of subject matter or classroom which are to be made by the district administration.

3.4 Planning Period Substitution

Any teacher requested to perform substitution duties during his/her regularly assigned planning period by an administrator or administrator's representative shall be compensated according to the following: BA0 salary (no less than 41 cents / minute) for instructing (i.e. certified teacher required) and 20 cents / minute for supervising (i.e. lunch room, recess, morning duty, study hall, or any other supervision able to be filled by non-certified staff).

3.5 Class Size

To provide a more desirable educational setting, class size should not exceed the following:

K-1	25 students
2-3	27 students
4-12	28 students
Lab Courses	Class size should be limited to the number of functioning lab/work stations available in those classrooms.

Should class size exceed the above limits at any time, the Association may seek to bargain and the Board agrees to negotiate the impact of the increase of the class size.

Class sizes for 7-12 Chorus and Band may exceed the class size limit only upon joint administrative and union agreement when schedules are determined.

3.6 Preparation Time

The Board shall provide each teacher a period of preparation time per day consistent with a High School class period with a minimum of 30 consecutive minutes.

3.7 Use of School Equipment to Prepare Educational Materials

There shall be facilities equipped with properly functioning machines to produce educational materials.

3.8 Workrooms

Two teachers' workrooms shall be provided. One will be located in the elementary area, and another in the junior high/senior high area.

ARTICLE IV TEACHER EVALUATION

- 4.1 Teacher evaluation shall be in accord with the law current as of the time of evaluation. If a teacher disputes the first evaluation, an alternate or additional evaluator may be requested by the teacher. This request must be submitted in writing within two weeks of the post-conference meeting. All evaluations will remain in the personnel file.

4.2 Disciplinary/Remediation Procedures

Employees shall be subject to disciplinary action by the Administration and/or board. Employee misconduct shall result in disciplinary sanctions ranging from verbal reprimand through dismissal. Sanctions less severe than suspension shall be in accord with procedures established by the superintendent. Suspensions shall be in accord with Board Policy 5:240. Dismissal shall be in accord with the Illinois School Code. At all stages of discipline employees shall have the right to union and/or legal representation.

The Association and Board acknowledge that appropriate disciplinary sanctions for employee misconduct shall be determined by the Administration and/or Board based on the nature of such misconduct and/or the magnitude or severity thereof. The initial disciplinary reprimand shall remain in effect for four years or as per state law.

In respect to any alleged misconduct, an effort will be made through discussions between the employee and the Administration to resolve problems before they reach a degree of seriousness to require further discipline.

If at any time a portion of Board Policy 5:240 is altered, the bargaining unit shall be notified.

ARTICLE V
GRIEVANCE PROCEDURE

5.1 Grievance Procedure

A grievance shall be defined as any claim by Association or any teacher that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

5.2 Time limits

All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

5.3 Procedure

Informal Step: An attempt shall be made by the grievant to resolve any grievance by means of an informal, verbal discussion between the grievant and his/her immediately involved superior. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follow:

Step A The teacher shall present the grievance in writing within fifteen (15) days of the alleged contract violation, specifying the article and clause alleged to have been violated and stating the remedy sought to the immediate superior involved, who will arrange for a meeting to take place with the grievant within five (5) days after the receipt of the grievance. The immediate superior shall provide a written answer to the grievant within ten (10) days of the receipt of the grievance.

Step B If the grievant is not satisfied with the disposition of the grievance at Step A, the grievant may refer the grievance in writing to the Superintendent within ten (10) days after the receipt of the Step A answer. The Superintendent will arrange for a meeting to take place with the grievant within ten (10) days after his receipt of the grievance. The Superintendent shall provide a written answer to the grievance within ten (10) days after the meeting.

Step C If the grievant is not satisfied with the disposition of the grievance at Step B, or the time expires without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, the grievance shall be deemed withdrawn.

5.4 Rules

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will be considered as maximum and every effort shall be made to expedite the process. However, when mutually agreed upon, the time limits may be extended.
- B. The term “days” when used in this procedure shall mean teacher employee days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, the “days” shall be calendar days.
- C. A teacher who participates in these grievance procedures shall not be subject to reprisals because of such participation.
- D. An administrator’s failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- E. Any teacher has a right to be represented in the grievance procedure. When the presence of said teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- F. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having it adjusted, provided they use the prescribed channels. In any instance where the Association is not represented in the grievance procedure, the Association shall be notified of the final disposition of the grievance.
- G. Hearings and conferences under this procedure shall be conducted at a time and place which will afford an opportunity for all persons, including witnesses entitled to be present, to attend and will be held in so far as possible, after regular school hours, or during non-teaching time of personnel involved. If it becomes necessary that such hearings and conferences must be held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- H. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the employees in a envelop marked “CONFIDENTIAL”.
- I. A grievance may be withdrawn at any level without establishing a precedence.

- J. If the Association and the Superintendent agree, Steps A and B of the grievance procedure may be bypassed and the grievance brought directly to Step C.
- K. Class grievances involving one or more teachers may be initially filed and prepared by the superintendent and the Association.
- L. Forms for filing grievances and other necessary documents shall be prepared by the Superintendent and the Association.
- M. Neither the Board of Education nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which has not been previously disclosed to the other party.
- N. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the School District and the grievant and his/her decision must be based only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- O. Each party shall bear the full costs for its representation in the grievance procedure.
- P. 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 cost of the two transcripts shall be divided equally between the Board and the Association.
- Q. The Board and the Association shall share equally the cost of the arbitrator and the AAA.

ARTICLE VI
EMPLOYEE COMPENSATION AND FRINGE BENEFITS

6.1 Salary Schedule

A. The salary schedules for the 2017-2020 school years shall be set forth in the Appendix which is attached to and incorporated into this Agreement.

- Step + 1% each year
- \$250 per cell each year in Masters columns
- 2.5% Masters longevity each of the 3 years, 2% Bachelors longevity each of the 3 years **Note: Any teacher receiving longevity shall not have his/her salary exceeded by a teacher at the same level of education on the salary schedule.**
- 4% per year for 2-year retirement incentive for staff who have been in the District for 10 years and grandfathering in Peggy Steinkamp

B. Stipend pay shall be disbursed according to a predetermined payment schedule (see stipend schedule).

- Add Athletic Director and keep Quiz Bowl on Academic Stipend Schedule
- Remove Athletic Schedule (see Memorandum of Understanding)

6.2 Payroll Installments

Teachers will have the option of being paid in twelve (12) equal payments or in monthly payments equal to the number of months they work. All such teachers must inform the Superintendent in writing on or before their first work day of the school year as to which option they have selected. Said teachers which do not so inform the Superintendent on or before the first day of the school year will be paid on the same basis as the prior year.

6.3 Supplemental Jobs - (Added to Salary Schedule)

The academic/certified and extracurricular stipends shall be set forth in the Appendix, which is attached to and incorporated into this Agreement.

6.4 Life Insurance

Full-time bargaining unit members shall be provided with \$10,000 term life insurance.

6.5 Hospitalization and Major Medical

A. For those full-time bargaining unit members who participate in the Board's hospitalization and major medical plan, the Board shall pay on a monthly basis

\$600.00 of a single member premium the first year (2017-2018), \$635.00 the second year (2018-2019), and \$675.00 for the third year (2019-2020). If the monthly premium is less than the above stated Board's payment, the board shall pay only the full premium amount. (Dental and vision coverage is optional and therefore it is not covered by Board payment.) Increases in the Board's payment will be effective commencing with September of the school year.

- B. Married employees (who are both employed by Liberty C.U.S.D. #2) shall have the option of either 1) receiving single insurance contribution for each employee or 2) applying each individual's board paid portion toward the cost of a family policy.
- C. Prior to August 1, 2002, the Board has provided a cash option of \$110.00 per month (\$1,320.00 maximum per year) for all bargaining unit members who chose not to participate in the District hospitalization and major medical plan. This \$110.00 is inclusive of Board payments to TRS and THIS. Except as herein provided, that option is eliminated for all persons. No newly hired employee whose first date of compensated employment is on or after August 1, 2002 may elect the cash option payment. No current participants in the hospitalization and major medical plan may, subsequent to December 31, 2002, elect such cash option. Full-time bargaining unit members who previously elected the cash option, and subsequent to that date, elect to participate in the District's hospitalization plan, but may not thereafter elect return to the cash option payment.

6.6 Professional Growth Tuition Reimbursement:

- A. Generally: To assist teachers in achieving and to encourage professional growth, a tuition reimbursement program is established.
- B. Eligible Teachers: All teachers are eligible for tuition reimbursements. Reimbursement is available to newly employed teachers the summer before services are to commence. Reimbursement will not be available beyond the effective date of termination for any teacher who is non-renewed, dismissed or otherwise discharged, except for courses then being taken by the teacher.
- C. Amount:
 - 1. The Board of Education will reimburse tuition costs of each eligible course up to the amount of \$125.00 for each eligible semester credit hour (or the equivalent if a quarter system applies) for up to 12 semester hours each year. For this purpose, a year is a school year and the preceding summer vacation period.

2. The amount of reimbursement is subject to a maximum yearly limit for all eligible credit hour reimbursement for all eligible teacher of \$10,000.00. Once the maximum has been met, further courses will be subject to availability of funds, which availability shall be determined by the Board of Education. To assist teachers for planning purposes, teachers are encouraged to submit courses to be taken in a year for approval by the Superintendent as soon as possible.

D. Eligible Hours:

1. Tuition reimbursement is available only for college or university credit courses taken at an accredited educational institution that directly relates to the teacher's current or anticipated teaching assignment, or that are graduate-level courses in education or related fields.
2. In order to be eligible to receive reimbursement, the course must be approved by the Superintendent prior to enrollment. A group of prospective courses may be tentatively approved, but reimbursement will be subject to this paragraph when actually taken as then in effect.
3. A teacher will receive reimbursement only where the course is satisfactorily completed and college or university credit received from the college or university attended. Within thirty (30) days after satisfactory completion of a course, proof thereof acceptable to the Superintendent (e.g., transcript) must be submitted to the Superintendent to obtain reimbursement.

E. Salary Schedule:

1. No changes in a teacher's placement on the salary schedule for the school year will be made based on courses completed by the teacher unless completed and proof thereof submitted to the Superintendent prior to September 1st of a school year. Where final proof is not reasonably available to the teacher by such date (e.g. an educational institution's delay in issuing a transcript), provisional proof will be accepted but unless final proof is submitted by December 31st, the adjustment made in salary shall be withheld from compensation payable over the balance of salary payment due the teacher during the school year.
2. Only those courses directly related to classroom instruction or administration are acceptable for movement on the salary schedule. Such courses require written approval in advance by the Superintendent to insure such schedule movement.

6.7 Payments To State Teacher's Retirement System and Teacher's Health Insurance Security.

- A. The Board of Education agrees that it will pay contributions due on account of a participating teacher to the Teachers' Retirement System of the State of Illinois as provided in this section. These payments are in addition to salary as set forth in the salary schedule.
- B. The contribution paid on account of a teacher for each school year of this contract shall be all of the contributions due on salary toward the cost of the retirement annuity paid for such year, but shall in no event exceed 10.3753% of salary.
- C. The contributions paid on account of a teacher for each school year of this contract shall be .5% of the contributions due on salary toward the cost of the Teachers' Health Insurance Security (THIS) paid for such year, plus contributions due on contributions made in accordance with subparagraph B above, toward the cost of the Teachers' Health Insurance Security paid for each year, but shall in no event exceed .5% of the total of salary and contributions made in accordance with subparagraph B for such year.
- D. "Salary" for purposes of this section is the salary as shown on the salary schedules without regard to contributions made under this section and not salary or compensation as calculated for the Teachers' Retirement System purposes. It is recognized that if the TRS contribution rate increases, the Board of Education has not agreed to pay that increase in addition to the attached salary schedules.

6.8 Retirement Savings Plan

The Board will allow the employees to voluntarily participate in a retirement plan. The employees utilizing the program will bear the cost of participation and contribution.

6.9 Six Percent Cap

No certified Staff member will exceed a 6% creditable earnings increase in the highest four years of the last 10 years in which they are eligible to retire. It is the intention of the parties hereto that any payment or benefit provided by the district to the teacher shall not generate compensation which exceeds any existing cap with regard to the Teacher Retirement System regulations which would require the District to pay any penalty or make an additional contribution to TRS on behalf of the teacher that the District is not otherwise obligated to make.

In the event that the law would be changed, either lowering or raising the cap, this paragraph would be open for re-negotiation.

ARTICLE VII LEAVES

7.1 Sick Leave/Bereavement Leave

Each teacher shall be entitled to the following for all three years (2017-2018, 2018-2019, and 2019-2020) with accumulation to three hundred forty (340) days, including Bereavement Leave:

- 0-10 years of experience at Liberty CUSD 2 = annual allotment of 12 days
- 11th year and above experience at Liberty CUSD= annual allotment of 15 days
- 11th year and above experience and used 6 sick days or fewer prior school year = annual allotment of 20 days

Note: None of which include personal days or personal bereavement

- A. Upon the birth or adoption of a child, the mother, father, or both may use up to five (5) of their accumulated sick days as district family leave days. District family leave days shall be fully paid.
- B. District family leave days under 7.1 A must be taken within the first 15 work days of the birth, or acquisition of physical custody of a child and shall not be contingent upon sickness or medical considerations.
- C. Personal Bereavement. Should an employee require leave because of the death of a parent, parent-in-law, spouse, child, sibling, sibling-in-law, or grandparent, the district will provide (2) paid bereavement leave days. This shall not be deducted from the employee's sick leave. For other bereavement, such as those close to the family, the bereavement policy stated in 7.1 stands.
- D. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and legal guardians. Sick leave encompasses medical and dental appointments.
- E. Serious illness is defined as being an illness which an attending physician would designate. Serious or personal illness may require written verification from the attending physician as a basis for pay during leave after an absence of three (3) days for personal illness or as the Board may deem necessary in other cases. If the Board does require a certificate as a basis for pay during leave of less than three (3) days, the Board shall pay, from school funds, the expenses incurred by the certified staff in obtaining the certificate. (Illinois School Code 105 ILCS 5/24-5)

- F. Use of Sick Leave – Leave for medical, maternity or child care are unpaid, except as provided in 7.1A above. To the extent a teacher has accrued sick leave credit, however, sick leave benefits will be paid for periods of medical, maternity or child care leave where absence is due to physician-certified disability of the teacher consistent with the applicable requirements for sick leave.

7.2 Personal Business Leave:

- A. Grant: All full-time certified teachers are entitled to three (3) days leave for personal business per year. At the end of each year, if one day, or part of a day, was unused, one day, or part of a day, will convert to future personal days to a maximum accumulation of 4 days. The other unused personal days, or partial day, will convert to sick leave.
- B. Procedures for Approval and Use:
1. Personal business leave days must be approved by the Building Principal and Superintendent.
 2. Written request for a personal business leave day must be presented at least three (3) full working days prior to the requested day to the Building Principal; and Superintendent. However, where a teacher is unable to be present at school due to a bona fide emergency beyond the teacher's control and which could not have been anticipated earlier, a request for personal business leave may be made and approved less than three (3) full working days prior to or on the requested day by the Principal, or, if unavailable, the Superintendent, provided the request shall be verified by the teacher in writing promptly upon return to school.
 3. Personal business leave days may not be used in increments of less than one-fourth (1/4) days at a time.
 4. No more than three (3) staff members may take personal leave the same day. If more than three (3) staff members request personal leave the same day, leave will be granted in the order of requests. The Superintendent may waive this limitation on the number of teachers permitted leave in the Superintendent's discretion and permit an additional teacher to be absent.
 5. Personal leave days will be subject to the availability of substitutes. Requests for personal leave will be considered in the order of their receipt by the Superintendent.
- C. Dock Day:

1. Where a teacher requests a personal business leave day and the sole reason for denial is that three (3) teachers have already requested and received a personal business leave day, the Superintendent may approve a dock day in lieu of a personal business leave day, provided all the requirements for a personal business leave day are otherwise met and, in the Superintendent's discretion, it is determined that the educational standards for the schools will not be adversely affected by the additional absence or absences of teachers.
 2. A teacher who utilizes a dock day will not be paid for that day.
 3. The number of personal days will be unaffected by the use of a dock day.
- C. Denial: Abuse or violation of leave is subject to investigation and action by the Board.

7.3 Unpaid leave for Selected Purposes

A. Maternity Leave:

New parents may use up to 8 weeks of sick leave for maternity leave from the date of birth or adoption. Additional sick leave may be used as maternity leave with a doctor's note. Accumulated sick leave can be used for this entire period of time. If a teacher does not have accumulated sick leave to cover the entire length of the absence, the days will be unpaid leave. Teachers desiring maternity leave should contact the Superintendent in writing as far in advance of such leave as possible indicating approximate start date and end date of the leave.

- B. Superintendent or designee and parent will sign off in advance of maternity leave on a written explanation of leave benefits/docked pay.

C. Medical Leave:

The Board shall grant an unpaid leave of absence to any teacher on contractual continues service (or Tenure) requesting such leave where a physician acceptable to the Board certifies in writing that such leave is necessary for specified medical reasons (including but not necessarily limited to pregnancy or maternity) and the teacher is unable to work due to such reasons. Such leave may be for up to the remainder of the year in which the leave commences and up to one (1) full school year afterward as approved in advance by the Board.

A teacher seeking a return from an unpaid medical leave may return to a position

for which the teacher is properly qualified and certified provided the teacher submits a physician's statement from a physician acceptable to the Board certifying that the teacher is physically able to resume the duties and responsibilities of the position. Such return from leave, of course, is subject to any considerations or actions by the Board relative to reductions-in-force.

Notice of intention to return from an unpaid leave at the start of any school year must be given by March 1 of the school year preceding the school year in which return is made or other timetable approved by the Board when the leave is granted.

D. Child Care:

Any teacher on contractual continued service (or tenure) shall be entitled to child care leave for the remainder of the year in which the leave commences and up to one full school year afterward as a result of the birth or adoption of a child. An employee requesting child care leave must notify the Superintendent at least ninety (90) days prior to the intended commencement of the leave. Child care leave may be granted as part of a medical leave for pregnancy or maternity purposes, but will not be granted in addition to a leave for pregnancy or maternity.

Notice of intention to return from leave at the start of any school year must be given by March 1 of the School year preceding the school year in which return is to be made or other timetable approved by the Board when the leave is granted. Child care leave is granted on the condition that the employee taking such leave will not utilize the leave period to engage in alternate employment which is in any way substantially equivalent in either income or career potential to the employee's teaching position in the district.

7.4 Association Leave

During any school year, representatives of the Association may be absent without loss of salary for an aggregate total not to exceed ten (10) school days for the purpose of attending any state or national meeting of the IEA and/or NEA.

A two (2) week advance notice to the Superintendent shall be given of the intended leave. The Association agrees to reimburse the Board for substitute teacher pay incurred to cover Association Leave related absences.

7.5 Professional/Job Performance Business Leave

Each teacher may, with the Superintendent's approval, use two (2) days for professional/job performance business. Additional professional/job performance business leave may be granted to teachers if the Board or Superintendent request that such leave be taken for professional/job performance business purposes. Teachers planning to use such days shall request such leave from the Superintendent at least one (1) week in advance of the anticipated absence.

Professional/Job Performance Business leave shall be used as follows:

- A. Visitation to view other techniques or programs, new equipment, and other observation visitations that relate to the teacher's performance of teacher's position.
- B. Attendance at or participation in conferences, workshops, professional meetings, or seminars.

Any teacher who is granted leave may be requested to file a written report, within one (1) week of the teacher's attendance at such visitation, conference, workshop, meeting, or seminar.

It will be expected that staff persons of the same gender will share a hotel room in order to use the budgeted amounts in a cost effective manner.

Reimbursement expenses for travel related to professional leave shall be as follows:

Lodging	100%- Reasonable and Customary Rates- Must be pre-approved by the Superintendent
Meals	\$30/day
Mileage	The rate used by the State of Illinois / mile or conveyance fare
Registration	All fees

7.6 Special Leave:

The Board of Education or its administrative staff, if and as authorized by the Board of Education, may grant special leave to individual teachers as agreed with individual teachers on a case-by-case basis. Special leave may be granted at the discretion of the Board of Education (or administrative staff).

ARTICLE VIII

NEGOTIATIONS PROCEDURES

8.1 Responsibility

Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, hours of employment, fringe benefits, conditions of employment, grievance procedures, and other matters of mutual concern. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

8.2 Beginning Date

Unless a later date is agreed to by the Superintendent and Association President, the parties shall commence bargaining for a successor agreement on or before March 15 and shall bargain as per the Illinois Education Labor Relations Act and its Rules and regulations.

All items proposed for negotiations shall be presented in writing by the parties at the second or next formal session if requested by either party at a negotiation session and thereafter shall not be expanded.

8.3 Members

Each party shall select its own representatives.

8.4 Duration

Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Either party may adjourn a meeting if progress is not being made. The parties may mutually agree to extend a meeting.

ARTICLE IX FAIR SHARE

9.1 Generally

It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses which appropriately are shared by all teachers who are beneficiaries of said agreement.

9.2 Deduction

Teachers who elect not to join the Association will execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the services rendered by the Association or pay directly to the Association a like sum. In the event for any year such an authorization is not signed or such payment is not made within thirty (30) days following the commencement of employment of the teacher or effective date of this Agreement, whichever is later, or an authorization is withdrawn, the board shall, after notification in writing from the Association, deduct such amount in equal payments from the regular salary check of the teacher. In no event shall fair share fees exceed the dues attributable to being a member of the Association. Amounts shall be prorated where a teacher is employed less than full-time or for less than the entire school year.

9.3 Indemnification

The Association, the Illinois Education Association, IEA, and the National Education Association, NEA, jointly and separately by virtue of receiving any fair share fees, agree to defend, indemnify and save the Board harmless against any claim, demand, suit, or other form of liability, monetary or otherwise, and related costs, expenses or attorneys' fees, which may arise by reason of any action taken by the Board or on behalf of the Board in complying with the provisions of the Article, provided that this Article shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure and/or negligence to comply with the obligations imposed upon it by this section.

9.4 Procedures

The Association shall annually certify to the Board the amount constituting each non-member teacher's share, which amount shall include only such expenses as qualify for inclusion in the Fair Share fee pursuant to the rules and regulations of the Illinois Educational Labor Relations Board.

Such certification shall be made in writing by the Association president and submitted to the business office on or before September 1 of each year, if deductions are to be made for that school year. In the event a teacher objects to the amount of such fee, in accordance with the rules and regulations of the Illinois Educational Labor Relations Board, the Board shall send the objecting teacher's fees to the IELRB where said fees

shall be placed in an escrow account pending final determination of the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during pendency of the action.

9.5 Religion Objections

If a non-member teacher declares the right to non-association based upon bona fide religious tenets or teaching of a church or religious body of which such teacher is a member, such teacher shall be required to apply an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Education Labor Relations Board in accordance with its rules.

9.6 No Grievance

It is specifically agreed that any dispute concerning the amount of fair share fees shall not be subject to the grievance and arbitration procedures set forth in the Agreement.

ARTICLE X
EFFECT OF AGREEMENT

10.1 Complete Understanding

The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties.

10.2 Saving Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, 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.

10.3 No Strike Clause

The No Strike Clause will not be in effect for the entire two years of the contract. It will go into effect each year AFTER salaries and benefits have been negotiated and agreed upon. After which time, Employees shall not participate in a strike in whole or part.

10.4 Education Reform in the State of Illinois

The parties acknowledge recent significant changes in Illinois Education law. The impact of these changes is still under review. The parties acknowledge that anything in this agreement to the contrary notwithstanding the parties must be in compliance with the new law.

ARTICLE XI
TERMS OF AGREEMENT

The provisions of this Agreement shall become effective as of August 1, 2017 and shall remain in full force and effect until August 1, 2020.

In witness thereof:

For the Liberty Unit Teachers Association

For the Board of Education,
Community Unit School District
No. 2, Adams County, Illinois

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

Date

Date

Salary Schedule

See attached salary schedules for 2017-2020.

2017-2020:

Longevity 2.5% for Masters and 2% for Bachelors for each of the three years (2017-2020). **Note: Any teacher receiving longevity shall not have his/her salary exceeded by a teacher at the same level of education on the salary schedule.**

Academic/Certified Stipend Schedule

2017-2020

Activity	Month Paid	Stipend
Sp Ed Coordinator – PreK-6	May	2511.29
Sp. Ed Coordinator – 7-12	May	2511.29
RTI Coordinator	May	0.00
Athletic Director (free period)	May	7099.71
Freshman Class	May	0.00
Sophomore Class (2 paid)	May	0.00
Junior Class	May	0.00
Senior Class	May	0.00
Annual Staff	May	0.00
Art Club – GS	May	0.00
Art Club – HS	May	0.00
Band – Jazz, Marching, Flags, Pep	May	1763.85
Band – Marching Event Asst	November	258.49
Elem/JH Yearbook	May	0.00
FBLA	May	0.00
FCCLA	May	1000.00
FFA	May	2000.00
National Honor Society	May	159.94
Quiz Bowl – JH	April	607.64
Quiz Bowl – HS	March	607.64
Quiz Bowl Moderator – per match	Monthly	13.42
Student Council	May	1200.00

MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTIES

The following agreement has been reached between Liberty Community District #2 Board of Education and the Liberty Unit Teachers Association regarding the extracurricular athletic opportunities in the District:

effective at the start of the 2017-2018 school year, the parties have agreed that the conditions, responsibilities, and payment of stipends for all after school athletic experiences shall cease to be a subject of negotiations between the parties;

the Board shall have the exclusive responsibility for provision of these activities and the Association shall have no contractual or legal role to represent any employees acting within the scope of such extracurricular duties;

any compensation paid to individuals involved in extracurricular athletic experiences shall not be considered in the costing of any future economic settlements bargained between the parties;

exceptions to these understandings shall be the continuation of the Scholastic Bowl stipend and the Athletic Director stipend which will be subject to collective bargaining between the parties;

the Memorandum of Understanding contained here shall be attached to and made part of the Agreement between the Board and the Association.

For the Board

Date

For the Association

Date

2017-18	Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
	0	33163	33475	33789	34102	34664	34976	35289	35602
	1	33579	33893	34206	34518	35132	35445	35758	36071
	2	33998	34310	34622	34935	35602	35914	36227	36540
	3	34414	34726	35039	35352	36071	36384	36697	37008
	4	34831	35144	35455	35768	36540	36851	37164	37478
	5	35248	35560	35872	36185	37008	37321	37634	37946
	6	35664	35977	36290	36601	37478	37790	38103	38416
	7	36081	36394	36706	37020	37915	38259	38571	38884
	8	36497	36810	37124	37437	38416	38728	39040	39353
	9	36914	37228	37540	37853	38884	39197	39510	39823
	10	37433	37745	38058	38371	39558	39871	40183	40496
	11	37950	38263	38576	38888	40232	40545	40858	41170
	12	38469	38781	39093	39406	40907	41219	41532	41845
	13	38986	39298	39611	39924	41580	41893	42206	42519
	14	39504	39817	40128	40441	42255	42567	42880	43193
	15	40022	40334	40646	40960	42929	43242	43555	43867
	16	40539	40852	41166	41477	43603	43915	44228	44542
	17	41058	41371	41683	41995	44277	44590	44902	45215
	18	41575	41888	42201	42514	44951	45264	45577	45890
	19	42093	42406	42718	43031	45625	45938	46250	46564
	20	42611	42923	43236	43549	46299	46612	46925	47237
	21		43441	43754	44066	46974	47287	47599	47912
	22			44271	44584	47647	47960	48273	48586
	23				45103	48322	48634	48947	49260
	24					48996	49309	49622	49934

2018-19	Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
	0	33495	33810	34127	34443	35261	35576	35892	36208
	1	33915	34232	34548	34863	35733	36049	36366	36682
	2	34338	34653	34968	35284	36208	36523	36839	37155
	3	34758	35073	35389	35706	36682	36998	37314	37628
	4	35179	35495	35810	36126	37155	37470	37786	38103
	5	35600	35916	36231	36547	37628	37944	38260	38575
	6	36021	36337	36653	36967	38103	38418	38734	39050
	7	36442	36758	37073	37390	38544	38892	39207	39523
	8	36862	37178	37495	37811	39050	39365	39680	39997
	9	37283	37600	37915	38232	39523	39839	40155	40471
	10	37807	38122	38439	38755	40204	40520	40835	41151
	11	38330	38646	38962	39277	40884	41200	41517	41832
	12	38854	39169	39484	39800	41566	41881	42197	42513
	13	39376	39691	40007	40323	42246	42562	42878	43194
	14	39899	40215	40529	40845	42928	43243	43559	43875
	15	40422	40737	41052	41370	43608	43924	44241	44556
	16	40944	41261	41578	41892	44289	44604	44920	45237
	17	41469	41785	42100	42415	44970	45286	45601	45917
	18	41991	42307	42623	42939	45651	45967	46283	46599
	19	42514	42830	43145	43461	46331	46647	46963	47280
	20	43037	43352	43668	43984	47012	47328	47644	47959
	21		43875	44192	44507	47694	48010	48325	48641
	22			44714	45030	48373	48690	49006	49322
	23				45554	49055	49370	49686	50003
	24					49736	50052	50368	50683

2019-20	Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
	0	33830	34148	34468	34787	35864	36182	36501	36820
	1	34254	34574	34893	35212	36340	36659	36980	37299
	2	34681	35000	35318	35637	36820	37138	37457	37777
	3	35106	35424	35743	36063	37299	37618	37937	38254
	4	35531	35850	36168	36487	37777	38095	38414	38734
	5	35956	36275	36593	36912	38254	38573	38893	39211
	6	36381	36700	37020	37337	38734	39052	39371	39691
	7	36806	37126	37444	37764	39179	39531	39849	40168
	8	37231	37550	37870	38189	39691	40009	40327	40647
	9	37656	37976	38294	38614	40168	40487	40807	41126
	10	38185	38503	38823	39143	40856	41175	41493	41813
	11	38713	39032	39352	39670	41543	41862	42182	42500
	12	39243	39561	39879	40198	42232	42550	42869	43188
	13	39770	40088	40407	40726	42918	43238	43557	43876
	14	40298	40617	40934	41253	43607	43925	44245	44564
	15	40826	41144	41463	41784	44294	44613	44933	45252
	16	41353	41674	41994	42311	44982	45300	45619	45939
	17	41884	42203	42521	42839	45670	45989	46307	46626
	18	42411	42730	43049	43368	46358	46677	46996	47315
	19	42939	43258	43576	43896	47044	47363	47683	48003
	20	43467	43786	44105	44424	47732	48051	48370	48689
	21		44314	44634	44952	48421	48740	49058	49377
	22			45161	45480	49107	49427	49746	50065
	23				46010	49796	50114	50433	50753
	24					50483	50803	51122	51440