

NEGOTIATION AGREEMENT

BETWEEN

**SOUTH FORK SCHOOL DISTRICT #14
BOARD OF EDUCATION**

AND

SOUTH FORK EDUCATION ASSOCIATION

2019-2022

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ARTICLE I

RECOGNITION

A. FULL-TIME EMPLOYEES:

The Board of Education of District #14, Christian County, Illinois (hereinafter referred to as "the Board") recognizes the South Fork IEA-NEA (hereinafter referred to as "the Association") as the sole and exclusive bargaining representative for all certified and non-certified employees (hereinafter referred to as "the Employee") exclusive of all confidential, supervisory, managerial and short-term employees, Superintendent, principals, and others who are designated by the Board as administrative or supervisory personnel, as defined by the Illinois Educational Labor Relations Act.

- Certified employees considered full time will work from 8:00 – 3:30 with ½ hour duty free lunch
- ESP Salary employees considered full time will work 40 hours per week with ½ hour duty free lunch per day
- Bus Drivers considered full time will carry at minimum workload of 4 daily routes, all others will be considered limited time employees.

B. PART-TIME EMPLOYEES:

1. Certified employees included in the bargaining unit working between 75% - 86% of their teaching day shall be provided benefits and conditions for part-time employees as specified in this Agreement.
2. ESP employees included in the bargaining unit working between 30 – 39 hours of their work week shall be provided benefits and conditions for part-time employees as specified in this Agreement.

C. LIMITED – TIME EMPLOYEES:

1. Certified employees included in the bargaining unit working under 75% of the teaching day shall not be provided benefits as specified in this Agreement.
2. ESP employees included in the bargaining unit working under 30 hours of their work week shall not be provided benefits as specified in this Agreement.

D. NEGOTIATIONS:

The Board agrees not to negotiate with any other employee organizations with regard to negotiable items, other than the Association. This does not preclude members of the Board or administration from conferring informally with one or more employees.

Negotiation Procedures

1. All negotiating sessions shall be closed meetings.
2. Negotiating sessions shall generally last two hours, however, either party may choose to adjourn a session at an earlier time, or both parties may mutually agree to extend a session.
3. Both parties shall mutually agree upon the date and location of the next negotiating session by the close of each negotiation session.
4. At the initial meeting the parties will mutually exchange proposed changes to the current contract. The parties agree to bargain in "good faith" and to confer upon their representative(s) the authority to make proposals and counter proposals and enter into tentative agreements.
5. All tentative agreements shall be reduced to writing and initialed at the meeting at which tentative agreement was reached. After tentative agreement has been reached on all items negotiated, the agreement shall be submitted to the Association for ratification and subsequently to the Board for adoption.
6. Negotiations shall begin no later than May 1 of the year the contract terminates.
7. Upon one week written notice to the Superintendent, the Association shall be provided at no cost one copy of the annual audit, one copy of the annual budget, and one copy of the AFR. Said copies shall be made available to the Association when complete.
8. There shall be two signed copies of any final agreement. One copy shall be retained by the employer and one by the Association.
9. All initial proposals and tentative agreements shall be submitted in typed form.
10. No electronic devices shall be used to record any of the negotiating meetings.

ARTICLE II

EFFECT OF AGREEMENT

A. NO STRIKE PROVISION

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Illinois Educational Labor Relations Act.

B. WAIVER OF NO STRIKE CLAUSE

Should the negotiations process fail to reach an Agreement, the Association shall have the right to strike, after satisfying the impasse process of the Agreement and the Rules and Regulations of the Illinois Education Labor Relations Act.

C. NO LOCKOUT PROVISION

The Board agrees that it will not lockout any Employee during the term of this Agreement

D. WORK STOPPAGE

No district union employee will be required to perform the duties of any other employee who is involved in a work stoppage.

ARTICLE III

EMPLOYEE RIGHTS

A. EMPLOYEE DISCIPLINE / TERMINATION

1. Just Cause Discipline

No Employee of the District shall be disciplined without just cause. Discipline includes but is not limited to, warnings, reprimands, suspensions, and discharge. At the time such action is taken, written notice of the specific grounds forming the basis for disciplinary action will be delivered to the Employee.

2. Right of Representation

When an Employee is required to appear before the administration or the Board of Education in relation to any disciplinary matter or potential disciplinary matter, said Employee shall have the right to have representative(s) of his/her own choosing present at the appearance, up to a maximum of three (3) representatives.

3. Progressive Discipline

Any Employee subject to formal discipline shall have the right to progressive discipline, including a verbal warning, written reprimand, administrative conference, meeting with school board, suspension with pay, and suspension without pay, prior to discharge. "Formal discipline" shall not include adverse informal or formal evaluations. Every effort will be made, through open and free discussion between the Employee and administrator, to resolve problems before a problem reaches a degree of seriousness to require further discipline by the District. However, based upon the seriousness and egregious nature of the Employee's misconduct, a step or steps in the level of progressive discipline may be skipped.

4. Certified Staff

The parties agree that this Section A of Article III does not apply to any discharge for cause of any tenured teacher. The discharge for cause of a tenured teacher shall be conducted in compliance with the applicable provisions of the Illinois School Code which includes discharge of a tenured teacher or any part of the evaluation process for a teacher in accordance with Article 24A that addresses the evaluation process.

5. Probationary Educational Support Personnel

Discipline of a probationary Educational Support Personnel (ESP) Employee may not be appealed or otherwise grieved through the grievance process and is not subject to the provisions of this Section C of Article III.

6. Disciplinary Conferences

Prior to taking any disciplinary action against an Employee: a.) the specific grounds forming the basis for disciplinary action will be presented to the Employee in writing at least twenty-four (24) hours prior to the conference and b.) The administrator will discuss the problem with the Employee's conduct in a conference taking place no more than seven (7) working days after the date of administrative notification of the alleged Employee misconduct. Should the Employee's illness or absence cause a delay in the conference, the time periods under this provision shall be extended until the Employee returns to work. If disciplinary action is to be taken against the Employee, the administrator shall notify the Employee within seven (7) working days after the conference. Prior to or during the conference, the administrator shall present the Employee with the specific grounds forming the basis for the disciplinary action to be taken against the Employee.

The Employee shall be given at least forty-eight (48) hours advance written notice if the Employee is required to appear before the Board of Education in relation to a disciplinary matter. Said notice to the Employee shall also contain the reasons for the requested meeting.

No unsubstantiated or anonymous complaint(s) shall be used against an Employee.

B. PERSONNEL FILE

The official file of all materials related to an Employee shall exist at the Office. Each Employee shall have the right to review the contents of said Employee's personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents. The Employee may review his/her file upon forty-eight (48) hours written advance notice submitted to the Superintendent or designee during the regular business hours established by the office or at a time mutually agreeable with the Superintendent and the Employee. The Employee shall acknowledge that he/she has seen such materials by affixing of his/her signature on the actual copy to be filed. The signature does not indicate agreement with the contents of the materials. The Employee may not remove any materials from said file and must review the content of his/her file in the presence of the Superintendent or designee.

C. PAYMENT SCHEDULE

The new pay schedule for this contract will begin August 2, 2019 for Certified Employees and July 5, 2019 for non-certified employees. Payments will be made biweekly, for each of the school years under this Agreement according to the salary schedules. See Appendix A and C. All new Employees will be paid through direct deposit.

D. MILEAGE REIMBURSEMENT

Any Employee, who must use his / her personal automobile or provide his / her own transportation when on school business that has been pre-approved by the Superintendent, shall be reimbursed by the Board consistent with federal IRS deductible rate. School transportation will be first option if available.

E Food Per diem

Any Employee who is attending an approved school workshop or is on school business that has been pre-approved by the Superintendent, shall be reimbursed the following for meals if they are not part of the workshop. A purchase order with receipt is required for the reimbursement.

1 work day – Lunch up to \$12.00

Overnight stay – Meals up to \$40.00/night stay

ARTICLE IV

CERTIFIED PERSONNEL

A. SICK LEAVE – FULL-TIME CERTIFIED EMPLOYEES

Sick leave is earned at a rate of fourteen (14) days per year for faculty. An Employee may accumulate up to a maximum of 360 days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, maternity, adoption, or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, niece, nephew, step-parents, stepchildren, stepbrothers, stepsisters, step-grandchildren, step-grandparents, and legal guardians. Employees may be granted sick leave for other than immediate family at the sole discretion of the Superintendent.

Award of Additional Sick Leave – Subject to applicable law and TRS rules and regulations, upon an employee’s submission of an irrevocable letter of resignation to the superintendent prior to the commencement of the final two years of employment or the final year of employment, the Board shall award such employee additional sick leave sufficient to secure additional TRS service credit in circumstances where: (1) the Board’s actuarial penalty for awarding such additional sick leave shall be less than the ERO penalty the Board would otherwise incur upon the employee’s retirement; and (2) the employee and employer will thereby avoid ERO penalty.

Perfect Attendance Bonus-Any Employee who does not use any sick or personal leave days in any semester of the school year will be rewarded a bonus of \$100 which will be paid in the first pay check following the semester in which the employee received the bonus. Teachers in retirement incentive plan cannot earn this bonus.

B. SICK LEAVE – PART-TIME CERTIFIED EMPLOYEES

Sick leave is earned at the rate of fourteen (14) days per year. Each day of earned sick leave for part-time certified employees shall be equivalent to the number of hours employed per day. A part-time Employee may accumulate up to a maximum of 180 days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, maternity, adoption, or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, niece, nephew, step-parents, stepchildren, stepbrothers, stepsisters, step-grandchildren, step-grandparents, and legal guardians.

C. PERSONAL LEAVE DAYS – FULL-TIME EMPLOYEES

Each full-time Employee is entitled to three (3) personal leave days per school year. These days may be used for any type of personal business that the Employee wishes to conduct on said day. A three-day notice must be given to the building principal and approved by the building principal. During the first two weeks and the last two weeks of school, the administration may, at its discretion, grant the use of unused personal days for emergency purposes. The request must specify the nature of the emergency.

D. PERSONAL LEAVE DAYS – PART-TIME EMPLOYEES

Each part-time Employee is entitled to three (3) days personal leave per school year. Each day of personal leave for part-time employees shall be equivalent to the number of hours employed per day. These days may be used for any type of personal business that the Employee wishes to conduct on said day. Three (3) day notice must be given to request the use of a personal day. This request must be approved by a principal. Requests for personal leave must be submitted in writing and hand delivered to the building principal or his/her secretary. During the first two weeks and the last two weeks of school, the administration may, at its discretion, grant the use of unused personal days for emergency purposes. The request must specify the nature of the emergency.

E. UNUSED PERSONAL LEAVE DAYS – CERTIFIED EMPLOYEES

Option 1 - Any unused personal leave days shall be reimbursed at the rate of substitute pay for each day not used. The reimbursement will be paid the last pay period in May. Pay will be prorated for part-time staff.

Option 2 - Any unused personal leave days may be rolled over into sick leave days to be used toward the agreed upon maximum accumulation at the end of each school year for which such personal leave has been provided under the terms of this agreement.

Option 3 - Any unused personal leave days may be rolled over from year to year to be saved up to a total of seven (7) days to be used at the discretion of the employee.

F. PARENTAL / CHILD-REARING LEAVE

Conditions and Procedures for Leaves

1. The employer may grant a Parental/Legal Guardian Leave of Absence without pay or loss of tenure, or seniority to any Employee who submits a written request for such leave. The employee at his or her discretion may use available sick leave in order to receive pay while on Parental/Legal Guardian Leave.
2. This leave shall not exceed one (1) year.

G. BEREAVEMENT LEAVE

Employees shall be eligible for bereavement leave as follows:

Up to three (3) sick leave days (these days are part of the overall 14 sick leave days) may be used annually for the death of other than the immediate family. In the event of the death of an immediate family member as defined in Article IV, Sections A and B, the employee is entitled to use more than the three (3) specified days. In the case additional days are needed, these days would be granted at the sole discretion of the Superintendent.

H. INSURANCE

Teacher Coverage

The Board will pay up to, but not exceed, a total sum of \$112,500 towards single person health insurance supplied through South Fork School District for the 2019-20 school year for full-time and part-time certified employees. Individual cost will be determined by the number of certified members obtaining the coverage through the district. In the event the premium is less than the amount set aside for each member, the members will be fully covered with no individual cost.

The insurance carrier will remain the same unless circumstances cause administration to consider another carrier. At that time the Association, administration and a committee of board members as designed by the Board, will discuss all carriers. The final decision of the Board will be binding.

I. RETIREMENT

Teacher Retirement

The Board will pay full percentage of earnings, reflected for each full-time and part-time Employee to the TRS for the duration of the contract.

The Board will pay up to 2% for the life of the contract for the Teacher's Retirement Health Insurance as required by the State of Illinois.

J. CLASS SIZE ASSESSMENT

Teachers, as a committee of three, will meet with at least one Board member present, at least two (2) times a year to examine class sizes and needs for aides or the splitting of classes. Tentative times to meet would be no later than two weeks after registration in August and in February. Recommendations will be subject to the full board approval.

K. COMPENSATION

Certified Compensation

All certified Employees shall be paid according to the accompanying salary schedule. See Appendix A.

Required Length of Continuing Service List will reflect Date of Hire, Years in District, Salary Schedule Level, and Specific Certification Qualifications for Subject Areas. Certified Employees are to notify Administration of incomplete or incorrect data, as listed, within 30 days of publication.

During the term of the Agreement, the Board will allow full-time Employees one step according to the length of continuing service list each year on the salary schedule. Part-time Employees who have accumulated 86% or more of full-time teaching over two years will be allowed one step on the length of continuing service list and salary schedule.

All certified Employees shall be allowed credit for semester hours earned after completion of a BS, MS, PhD/EdS according to the salary schedule. All hours earned must be related to the education field. Quarter

hours will be converted to the semester equivalent. See Appendix A.

All coaching and extra duty assignments shall be paid according to the accompanying extracurricular schedule. See Appendix C.

Any certified bargaining unit member who has an extended contract other than those specifically enumerated in Appendix C, shall be paid at their weekly salary rate. The weekly salary rate shall be calculated as follows: annual salary divided by 180 days; multiplied by five (5) shall be the weekly salary.

Tenured Certified Staff Members will be reimbursed for the renewal of teacher license and the acquisition of endorsements at the request of administration will be reimbursed as well

L. TEACHING/EXTRACURRICULAR VACANCIES

Any assignment in addition to the normal teaching schedule during the regular school term, including but not limited to extra-curricular duties shall be by mutual consent, or, in the absence of volunteers, will be assigned by the principal on an equitable basis worked out between the Board and Association. The Board of Education will make every effort to fill vacant extra-curricular positions.

All teaching/extracurricular activity/duty position(s) shall be posted for viewing by all Employees of South Fork District #14 before being made available to non-employees of the district.

Any Employee applying for teaching/extracurricular activity/duty shall receive notification by the Superintendent of the Board's decision.

M. TUITION REIMBURSEMENT

Teachers may apply for employer-paid tuition reimbursement up to \$100 for each credit hour received. Reimbursement may be approved by the Superintendent for up to eight (8) hours of credit per year but no more than thirty-two (32) hours of credit during the teacher's employment in the district. In addition, the following stipulations shall apply:

1. Written requests for tuition reimbursement, including course description, must be submitted to the Superintendent prior to enrollment in the course, although the Superintendent shall have the authority to waive the time requirement.
2. Teachers may be reimbursed for coursework outside of their area of certification when such requests are deemed appropriate and relevant by the Superintendent.-
- 3 Total combined reimbursement for all teachers will be limited to a maximum total cost of \$2,400 each year for the duration of this agreement.
- 4 If more than 3 teachers are enrolled in program, the total money (\$2400) will be divided equally based on total hours by all.
- 5 All fully documented requests for tuition reimbursement will be approved or denied within five (5) working days after receipt of the request by the Superintendent. If denied, reason(s) will be provided.

- 6 Tuition reimbursement payment will be made within (30) days upon receipt by the district of a transcript demonstrating letter grade C or better for the designated teacher.

N. PREPARATION PERIOD REASSIGNMENT/CLASS COVERAGE

All certified staff will be provided with a daily preparation period during the instructional hours. The length of the preparation period for the high school shall be defined as the regular class period length in the school of assignment. The length of the preparation period for the elementary/junior high teachers will be no less than 25 continuous minutes daily and the weekly total shall equal the preparation period for the high school.

Certified Employees shall be reimbursed \$25 for each period equivalent to one (1) junior/senior high school scheduled period when surrendered at the request of the administration

Certified Employees shall be reimbursed \$12.50 for a period up to 25 minutes when surrendered at the request of the administration

In the absence of a substitute teacher being hired, when a certified staff member is required by the School District Administration to cover the entire class of another certified staff member during the same time as the certified staff member's own class, the School District will compensate that certified staff member at a rate of \$43 per half day at the Elementary School and \$11 per class period at the Junior High/High School. The certified staff member covering another certified staff member's class is responsible for following substitute plans and supervision of all the students in the class.

O. CONFERENCES, SEMINARS, and TRAINING SESSIONS

Certified Employees shall have the right to request attendance at conferences, seminars and/or training sessions during the school year. Requests are to be made to the Superintendent who will have the power to grant those requests at his/her discretion. If a request is denied, a written explanation will be given.

P. RETIREMENT INCENTIVE – CERTIFIED EMPLOYEES

During the term hereof, eligible employees may elect to participate in the Retirement Incentive Plan (the Plan). Under the Plan, eligible employees shall mean employees who:

- Are eligible to receive retirement funds from TRS without penalty as (hereafter defined).
- Have submitted an irrevocable letter of resignation to the Superintendent and Board on or before January 1 of the year in which the Plan shall commence.
- Have at least 15 years of employment service at South Fork School District #14 prior to the year in which the Plan shall commence.

Eligible employees may elect one, two, or three-year retirement incentive program under the Plan. Election shall be made by submitting an irrevocable letter of resignation to the Superintendent identifying the fiscal year in which the Plan shall commence (which may not include the current fiscal year and shall not exceed three consecutive years) and identifying the effective date of resignation. In addition, the employee shall provide proof from TRS that he/she has applied and been accepted

for an annuity under the TRS rules and regulations. The employee shall be removed from the salary schedule and the Incentive Bonus shall equal the difference between the participant's base compensation during the Plan year and 5.5% of the previous year's base compensation, with 0.5% stipend not to exceed 6%. Base compensation is defined as the salary amount prior to the addition of the payment to TRS. For the second and third years of the Plan the previous year's base compensation shall include the Incentive Bonus paid during such previous year.

Teacher X meets the eligibility requirements to retire in three years

	1st year	2nd year	3rd year
	-	-	-
Base Salary from previous year	\$49,276.00	\$52,232.56	\$55,366.51
multiplier	5.5 base + 0.5 stipend	5.5 base + .0.5 stipend	5.5 base + 0.5 stipend
Increase	\$2,956.56	\$3,133.95	\$3,321.99
New Base	\$52,232.56	\$55,366.51	\$58,688.50
Base Salary	\$52,232.56	\$55,366.51	\$58,688.50
creditable earnings	0.098901	0.098901	0.098901
TRS	\$5,165.85	\$5,475.80	\$5,804.35

Removal from the salary schedule shall mean that the employee is no longer eligible for step movement, lane movement, or any other increase in TRS creditable earnings of any kind except for the 6% increase provided for herein. Once an employee submits a retirement letter to the District, the employee will not be assigned any additional extra duty or any additional extra-curricular positions not currently being performed. If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from any extra duty for which the employee was compensated the previous year (i.e. Extracurricular Salaries and/or any other stipend or extra pay), the employee's non-exempt TRS creditable earnings will be adjusted accordingly."

Under no circumstances shall a teacher who is four (4) or fewer years from retirement or who is in the Retirement Incentive Plan receive an increase from one school year to the next that exceeds 6.0%. Should a teacher who is four (4) or fewer years from retirement move into a salary cell on the salary schedule - by reason of step movement, column movement, or both - that would result in an increase that exceeds 6.0%, the teacher's salary will be adjusted so that the teachers increase for that school year is limited to 6.0%. Further, for the purposes of this Section, a teacher's salary shall include any extracurricular stipends or pay. "Retirement" in this Section means that a teacher has become eligible to receive a non-reduced retirement pension under TRS.

Q. *EARLY RETIREMENT OPTION

The South Fork School District Board reserves the right to limit the number of employees exercising the ERO to 10% of those eligible in any given year. Length of Continuing Services in the district will be used as a determinant.

*As of 2016-2017 ERO is no longer in effect. If the ERO comes back into effect, per Illinois Law, so shall Article IV Section P subsection 1 and Article IV Section Q.

ARTICLE V

SICK LEAVE BANK

A sick leave bank (established during the 1997-98 school year for both union and non-union employees) is to provide additional sick leave for employees suffering from long-term personal illness. The sick leave bank committee may approve special requests for the use of sick leave bank days. A majority vote is required for special request approval.

Effective day 1 of this contract year, (2019) the sick leave bank has a balance of 427 days plus any additional days contributed as of September 1, 2019. The district bookkeeper will maintain records of the balance of sick leave days contributed and withdrawn from the bank each year. This record will be reported in writing to the SFEA President at the beginning of each school year.

To become a member, any Employee may do so by electing to contribute one (1) sick day to the sick leave bank no later than September 1 of each year. Administration must provide each new employee a form to be signed stating whether or not they want to participate in the Bank. Once an Employee becomes a member, a deduction of one (1) sick day per school year shall be automatic until the Employee provides written notification of revocation of this agreement. Once revoked, membership is no longer an option by that Employee in future years. Once a sick leave day is contributed, it cannot be withdrawn. The number of sick leave bank days cannot drop below 20 days. This will ensure the bank has a balance in the event an emergency case arises.

A committee of five (5), consisting of three (3) SFEA sick leave bank contributing members, an administrator, and a SF District #14 board member shall be established. The term of this committee will be one school year and will be established by September 1 of the new school year.

In review of requests, the number of days used by one individual may not exceed 2/3 of the total number of sick days in the bank during a single school (July 1 - June 30) year. A requestor must have used all their accumulated sick leave, personal days, vacation days, and compensation time prior to being awarded sick bank leave days. A request for sick leave bank days must be made at least ten (10) days prior to the first day needed. This requirement may be waived with the approval of a majority of the committee.

Any decision not covered under this document regarding the use of sick leave bank days shall be made by the committee. All changes to the sick leave bank agreement must be approved by the SFEA and SF School Board #14.

During a certified employee's last four school years immediately preceding the certified employee's retirement, any sick days acquired from the sick leave bank must be used by the certified employee prior to the certified employee's retirement date. No sick days acquired from the sick leave bank during a certified employee's last four school years immediately preceding the certified employee's retirement shall be used to acquire service credit for the certified employee from TRS. If on the date prior to a certified employee's retirement date a teacher has any sick days acquired from the sick leave bank during a certified employee's last four school years immediately preceding the certified employee's retirement, these sick days acquired from the sick leave bank shall be returned to the sick leave bank on the day prior to the certified employee's retirement date, and the certified employee shall receive no service credit for these returned sick days. Further, a certified employee who receives sick leave from the sick leave bank during

the last four school years immediately preceding the certified employee's retirement shall not be entitled to an award of additional sick leave under Section A of this Article IV, and any certified employee who has received an award of additional sick leave under Section A of this Article IV shall not be eligible to receive sick leave from the sick leave bank.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITIONS

A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of the Agreement.

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

B. PURPOSE

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

C. REPRESENTATION

When requested by the employee, an Association representative(s), not to exceed 3, may accompany the employee and participate in the grievance process at any time during the grievance process. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

D. TIME LIMITS

A written grievance must be filed within ten (10) days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

E. PROCEDURES

The parties acknowledge that an employee and the Board may resolve problems through informal and free communications. If, however, the informal process fails to satisfy the employee, a grievance shall be processed in the following manner:

1. Step One

The employee or the Association may file a written grievance in person with a building principal/superintendent, stating the specific clause or clauses of the Agreement which are applicable, and stating the remedy requested. The grievance must be filed within the 10-day time limit established under section D herein. Upon receipt of the written grievance, the building principal/superintendent shall certify by signature the date of the grievance. The building principal/superintendent shall arrange for a meeting to take place with the grievant within five (5) days after receipt of the grievance. Within five (5) days of the meeting, the grievant and the Association shall be provided with the principal's/superintendent's written response, including the reasons for the decision.

2. Step Two

If the grievance is not resolved at Step One, then the Association may refer the grievance to the Superintendent or the Superintendent's office designee within ten (10) days after receipt of the Step One answer. The Superintendent shall arrange with the Association representative, for a meeting to take place within five (5) days of receipt of the Step One appeal. Within fifteen (15) days of the Step Two meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

3. Step Three

If the grievance is not resolved at Step Two, the Association may refer the grievance to the Board of Education within ten (10) days after receipt of Step Two answer. The Board of Education shall meet with the grievant and the Association representative(s) at a Board meeting which shall occur within five (5) days after the receipt of the appeal from Step Two, unless the appeal is presented to the Board of Education five (5) days or less before the next regularly scheduled Board meeting, in which case the meeting with the Board of Education will be held at the next following regularly scheduled Board meeting after the meeting that is within five (5) days or less of the presentation of the appeal. Within ten (10) days of the Step Three meeting, the Association shall be provided with the Board of Education's written response, including the reasons for the decision.

4. Step Four

If the Association is not satisfied with the disposition of the grievance at Step Three, the Association may submit the grievance to final and binding arbitration. If a demand for the arbitration is not filed with the Board within twenty (20) days of the date of the Step Three answer, then the grievance shall be deemed withdrawn. If within ten (10) days of the filing of the arbitration demand with the Board of Education, the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. The decision of the arbitrator shall be final and binding on the parties. The arbitrator's authority shall be limited to an interpretation of the parties' agreement and the arbitrator shall have no power to add to, modify or alter the terms of the Agreement.

ADDITIONAL ITEMS:

F. CLASS GRIEVANCE

Class grievance involving one or more employees or one or more supervisors and grievances involving an administrator above the guiding level may be initially filed by the Association at Step Two.

G. NO REPRISALS CLAUSE

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

H. RELEASE TIME

Any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with, or interruption of the instructional program and related work activities of the grievant or of the district's employees. This does not extend to meetings called by the Board or the attendance of the grievant and necessary parties at the arbitration hearing. In those instances, the parties shall be released without loss of pay.

I. FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the employees. This section is not intended to restrict and/or impede the Board's legal access to information.

J. GRIEVANCE WITHDRAWAL

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

K. COST OF ARBRITRATION

The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.

L. SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

M. BAR TO APPEAL

Failure of a grievant or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

N. GRIEVANCE FORMS

All grievance forms shall be mutually developed and agreed to by the parties and become a part of this Agreement and attached hereto.

ARTICLE VII

SAVINGS CLAUSE

Should any article, section or clause of this agreement be declared illegal by legislation which has withstood final court challenge, then, said 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.

ARTICLE VIII

NON-DISCRIMINATION CLAUSE

The Board agrees that it shall not discriminate against any employee by reason of race, color, creed, marital status, gender, sexual orientation, age, handicap, national origin or for any employee exercising his/her rights under the grievance procedure of this contract, or participation in activities of the Association.

ARTICLE IX

CERTIFIED EMPLOYEE EVALUATIONS

A. NOTIFICATION OF THE EVALUATION PROCESS

Prior to beginning of formal evaluations process, the building principal shall inform each certified employee of the evaluation procedures, standards, instruments and job descriptions to be used, as well as who will observe and evaluate his/her performance. The certified employee will be given a copy of their job description as a part of the notification of the evaluation process.

A new certified employee and/or certified employee reassigned after the beginning of the school term shall be notified by the building principal or other District administrator of the evaluation procedures in effect prior to beginning of formal evaluation process.

B. PURPOSE OF EVALUATION

The primary purpose of Employee evaluation shall be the improvement of employment skills contained in the job description; and, all evaluations shall be conducted in good faith to this end and in accordance with the provisions of this agreement and school code.

C. EVALUATIONS PROCESS

Non-tenured Certified Employee

1. A non-tenured certified employee shall be formally evaluated not less than twice a year during the certified employee's probationary period.

2. Tenured Certified Employee

Tenured certified employee shall be formally evaluated not less than once during every other employment year.

3. Right to Representation

All teachers will have the right to have Association Representative(s), with a maximum of 3, present at any evaluation conference.

4. Evaluations Done by a Qualified Administrator

Each certified employee shall be formally evaluated by a qualified administrator through personal observations in the certified employee's classroom and/or work area. All observations and information used as a part of a formal evaluation shall have been observed by the administration.

Comments shall be written for each criteria area for which a rating has been given. An evaluation will include specifics as to the strengths and weaknesses with supporting reasons for the comments made. Any area not given a rating must contain an explanation as to why no rating has been given.

5. "Unsatisfactory" or "Needs Improvement" Rating

Any certified employee who receives an "unsatisfactory" rating will be placed on a remediation plan designed to correct the certified employee's deficiencies in accordance with Article 24A of the Illinois School Code. Any certified employee who receives a "needs improvement" rating will be placed on a professional development plan designed to address the areas in which the certified employee needs improvement in accordance with Article 24A of the Illinois School Code.

6. Complaints

No unsubstantiated or anonymous complaints shall be used in the evaluation process.

7 Pre-Evaluation Conference

A pre-evaluation conference will be held at least two (2) days prior to the formal evaluation.

8 Post-Evaluation Conference

The evaluating administrator will prepare a written evaluation and submit a copy of the same to the certified employee within eight (8) working days after the evaluation is completed. At the time the administrator delivers the written evaluation to the certified employee, the administrator will set a date and time mutually agreeable to the administrator and the certified employee to hold a post-evaluation conference with the certified employee. Such a meeting will occur within ten (10) working days after the evaluated certified employee has received the written evaluation unless an extension is mutually agreed upon. If at the time of the evaluation the administrator finds that the certified employee shows areas of deficiency, these areas will be stated in writing in specific terms and addressed at the post evaluation conference.

9 Certified Employee's Signature

Following the post-evaluation conference, the certified employee will sign and be given a copy of the certified employee's written evaluation report prepared by the evaluating administrator. In no case will the certified employee's signature be construed to mean that the certified employee agrees with the contents of the evaluation, but only that the evaluation has been discussed.

D. EMPLOYEE'S RIGHT TO RESPOND

A certified employee may submit additional comments to the written evaluation if the certified employee so desires. All written evaluations and the certified employee's comments are to be placed in the personnel file. The evaluating administrator will sign the certified employee's response acknowledging that administrator received the material. The certified employee's response shall be submitted to the evaluating administrator no later than twenty (20) working days after the certified employee receives the fully signed copy of the evaluation report.

E. KNOWLEDGE OF OBSERVATIONS

During formal evaluations all monitoring or observation of the work of each certified employee shall be conducted in person and with the knowledge of the certified employee.

F. INFORMAL OBSERVATIONS

Informal observations of a certified employee's work can be conducted by the District administration, which may become a part of the evaluation process. If an informal observation addresses a teaching or performance deficiency the administrator will reduce the deficiency to writing and provide it to the certified employee within five (5) working days of the observation, and the certified employee may provide a written response within five (5) working days after receiving the written deficiency notice.

G. EVALUATION PLAN LANGUAGE

Upon mutual agreement of the Board and the Association a committee comprised of not more than four (4) members of the Administration/Board and not more than four (4) members of the Association shall cooperatively review and develop the district's evaluation plan. The Association membership shall have representation from the elementary, middle school, and high school. This committee will continually evaluate the plan and suggest updates as needed.

ARTICLE X

WORKING CONDITIONS

A. EMPLOYEE LOUNGES

The Employer shall make available in each school an adequate lunchroom for District Employees.

B. EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING

In the absence of a building administrator or designated supervisor, employees shall not receive discipline or a negative evaluation for reasonable administration decisions made by an Employee in the absence of administrative authority. The Employer and employee agree to follow and enforce the student handbooks and Board policies. The Board designee will inform all bargaining unit members in writing of any and all changes to Board policies and student handbooks within 30 days to such changes taking effect. The employee would not be held accountable until notification in writing is received.

C. EMPLOYER SAFETY COMMITTEE

The parties agree that there shall be a District-wide Safety Committee. The purpose of this committee shall be to annually review the District's health, safety, and emergency preparedness plan and to make recommendations for changes to this plan to the Board of Education. The participation on this committee shall be voluntary. The members of the District-wide Safety Committee shall be as follows: two (2) employees selected by the Association from each attendance center, one (1) administrator from each attendance center and two (2) board members.

The committees shall also make the Employer aware of any unaddressed safety issue(s) and make recommendations for possible solutions. Safety plans are expected to cover contingency plans for a wide variety of safety risks, including but not limited to:

1. Suspicious or unwanted persons on the work site;
2. Fire;
3. Earthquake;
4. Flood;
5. Evacuations;
6. Emergency school closings due to catastrophic events;
7. Weapons on the school property;
8. Student violence;
9. Tornado.

D. EMPLOYER USE OF INSECTICIDES

The Employer shall keep all buildings and facilities free of "unwanted" rodents, pests and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the Employer shall notify Bargaining Unit Members of the names of the chemicals which will be used at least twenty-four (24) hours in advance of their use. The Employer shall apply them only at times when Employees and students are not present, allowing for sufficient time for toxic effects to wear off before humans re-enter the affected area(s).

E. HEALTH AND SAFETY

The Employer will comply with and monitor the OSHA Rules on blood-borne pathogens and will distribute a copy of these rules to all Employees.

F. COMPLAINTS AGAINST EMPLOYEES

1. The administration shall investigate and determine the validity of complaints brought to their attention that are made against an Employee. If the complaint has merit, the administrator shall notify the Employee that a complaint is being investigated, obtain the Employee's input, and then consult with and provide suggestions to the Employee to address any problems or deficiencies in the Employee's performance or to otherwise solve the problem.

2. Parental Complaints

a. The parent of any district student who has a complaint concerning an employee shall address and seek a mutual resolution of such complaint with the employee first. The parent may request that a building administrator be present during any meeting with the employee. Whenever a meeting is convened concerning a parent complaint, the employee may elect to have an Association representative present during the meeting.

b. If a meeting is held and the complaint is not resolved, then the complaint will be reduced to writing by the Administration with copies provided to the employee and the employee's immediate supervisor, and the employee may make a written response to such complaint which shall be attached to the District's copies of such complaint. In such cases, the Administration shall take corrective and/or disciplinary measures, if warranted, in order to resolve the complaint.

3. Complaints that have been investigated by the Administration and proven to be false will not be referenced in the Employee's personnel file nor used in any current or subsequent evaluation or disciplinary action concerning such Employee.

G. JOB DESCRIPTIONS

1. Official job descriptions for each position within the Bargaining Unit shall be maintained at the Personnel Office and shall be available for inspection by Bargaining Unit Employees upon request.

2. Copies of all job descriptions and revisions thereto, when made, will be given to the Association president(s).

H. ADMINISTRATIVE EVALUATION

Bargaining Unit Members will be able to evaluate their immediate supervisor and district superintendent. Evaluation forms will be made by the Bargaining Unit and approved by the Board. Evaluations will be given directly to the Board for further review by all board members.

ARTICLE XI

ASSOCIATION RIGHTS

A. BOARD MEETINGS NOTIFICATION

The president of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of such meeting. The president of the Association or his/her designee shall be given verbal and written notice of any emergency meeting of the Board as soon as practicable.

B. PERTINENT INFORMATION – ASSOCIATION

The Board shall provide the Association without charge a copy of the agenda and minutes of all Board meetings.

The Board shall also furnish annual financial reports and audits; a register of personnel; Board approved budgetary requirements and allocation; treasurer's reports; census and pupil membership data; names, addresses, seniority and experience credit of all Bargaining Unit Members; compensation paid thereto; and other information which may assist the Association in developing programs on behalf of the Employees.

C. NAMES AND ADDRESSES – NEW EMPLOYEES

Names and addresses of newly hired Employees shall be provided to the Association within seven (7) days after their hiring.

D. BUSINESS BY ASSOCIATION REPRESENTATIVES ON SCHOOL PROPERTY

Representatives of the Association shall be permitted to transact Association business during duty free lunch time and after contractual hours.

E. ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The Employer will allow the Association to use district facilities for business meetings after contractual hours and based on availability.

In addition, the Association shall have the right to use office equipment after contractual hours when such equipment is not in use, for Association business only.

F. BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

1. The Association shall have the right to distribute Association materials in each Bargaining Unit Member's mailboxes for communication to Bargaining Unit Members.
2. The Association shall have, in each district facility, a bulletin board in each Employee lounge.
3. The Association shall also be assigned adequate space on the bulletin board in the central office of each school for Association notices.

4. The use of the District mail services or the use of District bulletin boards shall not be used for distribution or posting of materials that are vulgar, obscene, defamatory or political in nature.

G. SCHOOL CALENDAR

The South Fork Education Association shall develop the school calendar and provide the district with a proposed calendar. The association's proposed calendar is nonbinding.

H. ASSOCIATION LEAVE AND MEETINGS

Association Leave

In the event that the Association desires to send representatives to state, national or Region 47 meetings or conventions, the representative(s) shall be excused without loss of salary or seniority, providing the Association reimburses the District for the cost of the substitute(s). The Association shall be limited to a maximum of six days per year. No more than three employees per day shall be excused for said leave. Notice of absence shall be provided by the Association president to the building administrator at least three (3) days prior to the leave day.

Association Meetings

On days the Association holds its meeting, the Board agrees to allow all members of the Association with the exception of Secretaries and Bus Drivers to leave their respective positions at 3:15 p.m. The Association will notify the Superintendent at least three (3) school days prior to the scheduled meeting, and the meeting will not interfere with other assigned or unassigned duties before or after the instructional day. Teachers who elect not to attend the Association meeting will maintain their regular work day.

Maintenance and Janitorial staff is permitted to attend SFEA meetings and shall clock-out and make up the time at the end of his/her regular shift.

ARTICLE XII

EMERGENCY SCHOOL CLOSINGS

SAFE AND HAZARD FREE WORKPLACE

South Fork Schools will provide the safest and free of hazard conditions possible by following the standards set in the *Occupational and Safety Health Act* and compliance with the Illinois Health/Life Safety requirements. In all cases where a school official is notified of a bomb threat or possible life threatening situation, the schools shall be ordered evacuated by the Superintendent or his designee until such a time as a thorough search reveals the bomb, life threatening situation or the lack thereof. All students and employees shall be evacuated from the building. No Employee shall be required or asked to search for the bomb-

ARTICLE XIII
USE OF SURVEILLANCE CAMERAS

1. It is agreed between the South Fork Education Association IEA-NEA and the South Fork School District (the Board) that surveillance devices may be installed in various areas of the school building to include teaching areas. It is further agreed that these surveillance devices shall be installed for the purpose of increasing security on all South Fork #14 school properties.

2. Teaching personnel shall be notified in writing by the Board/Administration at least twenty-four (24) hours in advance of the intent of the school Board/Administration's intent to install district owned surveillance devices in their respective teaching areas.

3. It is agreed and understood that these surveillance devices shall not be used to evaluate the performance of any personnel. Further, these surveillance devices shall not be viewed by anyone outside of the Board/Administration and or its agents unless legally bound to do so.

4. Additionally, as required under either the Illinois School Students Records Act or the federal Family Educational Rights and Privacy Act, the provisions of this Article shall not apply to video recordings of students that are used for the purposes of student discipline or to determine whether a student has committed an illegal act under state or federal law.

5. All provisions, except evaluation of the staff performance as stated in 3 above, of this Article shall not apply to video surveillance in any school buses or conveyances. Furthermore, the provisions except evaluation of staff performance as stated in 3 above, of this Article shall not apply to any video surveillance of the following areas generally considered to be public areas within the District's school building: hallways, school building entryways, gymnasiums during extracurricular events after regular school hours, parking lots, and any outdoor areas.

The South Fork Education Association IEA-NEA does not consent to the use of audio attached to any video under any circumstances. SFEA-IEA-NEA refers to the Illinois Eavesdropping Statute, 720 ILCS 5/14-1 t. seq.

ARTICLE XIV

EDUCATIONAL SUPPORT PERSONNEL

A. BUS DRIVER TRIP ROTATION

For all extra trips beyond the regular scheduled daily bus routes the administration shall ask for volunteers before making any assignments. These assignments shall be offered starting with the most senior bus driver then working through the list in order of seniority. Extra trips will be divided equally between full-time drivers. In the event there are no volunteers the trip will be assigned in reverse seniority order.

B. SECRETARIAL and AIDE WORK SCHEDULES

Full-time salaried secretaries shall work two weeks prior to the beginning of the school year and two weeks after the final student attendance day of the school year. If said secretaries are called in for additional work during the summer months when school is not in session they will be compensated at the rate equal to their hourly rate of pay.

Aides shall work all regular school days teachers are in attendance.

C. RETIREMENT: NON-CERTIFIED EMPLOYEES

The Board shall pay the percentage dictated by the IMRF plus an additional amount .3043% for each full-time Employee and one-half of the percentage for part-time Employees.

D. SICK-LEAVE – FULL-TIME NON-CERTIFIED EMPLOYEES

Sick leave for full-time non-certified Employees will be granted according to the number of months of employment the full-time non-certified employees are assigned to work during the fiscal year. Bus drivers will receive 10 days and secretaries will receive 11 days. Aides, Maintenance, and janitors will be assigned twelve (12) days per year. These days may be accumulated up to 240 days.

E. SICK-LEAVE – PART-TIME NON-CERTIFIED EMPLOYEES

Sick leave for part-time non-certified Employees, excluding aides, will be assigned one day per month for the total number of months employed during the school year. Each day of earned sick leave for part-time non-certified employees shall be equivalent to the number of hours employed per day. These days may accumulate up to 180 days.

F. UNUSED PERSONAL LEAVE DAYS - NON-CERTIFIED EMPLOYEES

Each full-time and part-time Employee is entitled to three (3) personal leave days per school year. Each day of personal leave for part-time employees shall be equivalent to the number of hours employed per day. These days may be used for any type of personal business that the Employee wishes to conduct on said day. A three day notice must be given the building principal and approved by the building principal. Requests for personal leave must be submitted in writing and hand delivered to the building principal or his/her secretary. During the last two weeks of school, the administration may, at its discretion, grant the use of

unused personal days for emergency purposes. The request must specify the nature of the emergency.

- Option 1: Any unused personal leave days shall be reimbursed at the daily rate of pay for the individual's position. The reimbursement will be paid in the last pay period of the school year in May. Pay will be prorated for part-time staff based upon the number of hours worked per day.
- Option 2: Any unused personal leave days may be rolled over into sick leave days to be used toward the agreed upon maximum accumulation at the end of each school year for which such personal leave has been provided under the terms of this agreement.
- Option 3 (Secretaries, Bus Drivers, and Aides Only) -Any unused personal leave day may be rolled over from year to year to be saved up to a total of seven (7) days to be used at the discretion of the employee.

G. VACATION DAYS

Full-time twelve month janitor and maintenance Employees shall receive vacation days according to the following schedule. Part-time twelve month janitors or maintenance Employees shall receive vacation days based upon the actual number of hours worked per day at the rate of three-fourths the number of days earned as the full-time Employees.

Years in District	Number of Days (full-time employees)
After 1-9 years	10
After 10-14 years	15
After 15 years & up	20

A request for vacation days must be submitted in writing to the Superintendent two (2) weeks prior to the first requested day of vacation. No vacation days may be taken on a day before or the day after a school vacation. No vacation or personal leave days may be taken the first two weeks of the school year. During the last two weeks of school, the administration may, at its discretion, grant the use of unused vacation or personal days for emergency purposes. The request must specify the nature of the emergency.

All employees that receive vacation days may carry over up to five (5) vacation days. However, the maximum accumulation of vacation days shall be the annual allotment plus five (5) days. Any days over the maximum allotment must be reimbursed at the daily rate of pay for the individual's position. The reimbursement will be paid in first pay period in July. Pay will be prorated for part-time staff based upon the number of hours worked per day.

H. TRANSPORTATION EMPLOYEES

Bus drivers will be reimbursed for licensing, Illinois Department of Transportation (IDOT) physicals,

drug/alcohol testing, CDL licenses and attending required classes.

I. COMPENSATION

All non-certified staff shall be paid according to the accompanying salary schedule. (See Appendix B)

Required Length of Continuing Service List will reflect Date of Hire, Years in District, Hours per Day, and Days per Year. Non-certified Employees are to notify Administration of incomplete or incorrect data, as listed, within 30 days of publication.

J. INSURANCE

Non-certified Coverage

The Board will pay up to, but not exceed, a total sum of \$37,500 towards single person health insurance supplied through South Fork School District for the 2019-20 school year for full-time and part-time ESP employees. Individual cost will be determined by the number of ESP members obtaining the coverage through the district. In the event the premium is less than the amount set aside for each member, the members will be fully covered with no individual cost.

The insurance carrier will remain the same unless circumstances cause administration to consider another carrier. At that time the Association, administration and a committee of board members as designed by the Board, will discuss all carriers. The final decision of the Board will be binding.

K. EVALUATIONS

Non-certified

Each non-certified employee shall be formally evaluated at least once a year. Each formal evaluation, which results in a final summative rating of unsatisfactory, shall be preceded by at least one formal observation of the employee's work. Informal observations shall occur as necessary. Formal observations shall be for periods of time that accurately sample the employee's work.

Prior to formal evaluation, an "area of concern" letter shall be executed if a remediable, performance-related deficiency is noted in an employee's work performance. This letter shall indicate the deficiency and the steps necessary to correct the deficiency. The concern letter shall not be placed in the employee's personnel file if the deficiency is corrected and does not persist.

The employer shall make every reasonable effort to provide employees with warnings of remediable defects in their work performance so as to allow the employee reasonable time to correct deficiencies and avoid below average and unsatisfactory evaluation ratings. Employee evaluation shall be limited to those areas of the employee's performance, which are reasonably related to the employee's job. None of the procedures required by this clause shall be required in the case of serious or irremediable conduct by the employee with respect to which the employer seeks to invoke immediate discipline.

If the employer believes an employee is doing unacceptable work, the reasons shall be provided to the employee in writing. When appropriate, the employer shall provide the employee with suggestions for improvement and assistance in making improvement. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has been made. All formal evaluations shall be reduced to writing and a copy shall be given to the employee at the evaluation conference. The employee may attach written comments to the written evaluation if the employee wishes.

Both the evaluation and the comments of the employee attached thereto shall be placed in the employee's personnel file.

In the event an employee is not continued in employment, the employer will advise the employee of the specific reasons in writing.

Each employee's evaluation shall include at its conclusion the employee's summative rating in the form of the following statement, "Considering all factors, the work performance of this employee is _ satisfactory _ unsatisfactory (check one)." The evaluation instrument shall make allowances for employer narrations or other devices to alert employees whose work performance is less than satisfactory but not yet unsatisfactory of their deficiencies and for employer narrations or other devices to allow positive reinforcement of the employee work performance which is exemplary.

A joint support staff/administrator/Board committee will review the evaluation instrument for support staff and will recommend changes as needed. The committee shall be composed of a support staff employee from each classification selected by the Association president and two (2) administrator/Board representatives.

L. JANITORS

During the school year, part-time janitorial staff will work on an as-needed basis during breaks when students are not in session. For summer break, all janitors and maintenance will work on an adjusted daytime schedule. When janitorial staff do maintenance work, they will be paid maintenance pay for every quarter-hour they do maintenance work, upon approval by an administrator.

M. FIRST YEAR PROBATION

All Educational Support Personnel shall be hired on a probationary period for the duration of twelve months of active employment. No vacation may be earned until after the completion of one year of service. In the event an employee is hired in during the school year, vacation time will be prorated to be based on time left for in fiscal school year after the employee completes the one-year probation period.

N. PAID HOLIDAYS

Paid holidays are those days set aside on the calendar when the District's twelve (12) month ESP employees are not required to work but for which they receive work credit and are paid their regular rate of pay. Any twelve (12) month ESP employee required to work on a holiday shall accumulate the holiday for use within sixty (60) working days from the date of the holiday. Any holiday that falls on Saturday shall be observed on the preceding Friday and any holiday that falls on Sunday shall be observed on the following Monday. The paid holidays for ESP Employees who work twelve (12) months of the year are:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday or President's Day
Casmir Pulaski Day
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veteran's Day

Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve 1/2 day
Christmas Day
New Year's Eve 1/2 day

Article XV

Duration

- A. This Agreement shall be effective from the July 1, 2019 and shall remain in effect until June 30, 2022, except as provided herein. The parties agree that the Agreement shall be re-opened for the limited purposes and for the specific time periods set forth herein. During the first year of the contract, the parties agree to negotiate only the following issues for the period between July 1, 2020, and June 30, 2021: (1) salaries and wages, (2) stipends, (3) level of Board funding of employee health insurance, and (4) level of Board funding of the employee contribution to the TRS and employee retirement incentive provisions. The negotiations during the first year of the Agreement shall be conducted starting no later than May 1, 2020. During the second year of the contract, the parties agree to negotiate only the following issues for the period between July 1, 2021, and June 30, 2022: (1) salaries and wages, (2) stipends, (3) level of Board funding of employee health insurance, and (4) level of Board funding of the employee contribution to the TRS and employee retirement incentive provisions. The negotiations during the second year of the Agreement shall be conducted starting no later than May 1, 2021.

However, if during the first year of negotiations the parties reach agreement on all four listed items for the remaining two years of the Agreement, the Agreement will not be re-opened during the second year of the Agreement. These negotiations shall follow the negotiation procedures in Article I.

Failure to reach agreement on any items being negotiated in either one or both of the contract re-opener negotiations described in the previous paragraph (i.e., negotiations for the period between July 1, 2020, and June 30, 2021, and/or negotiations for the period between July 1, 2021, and June 30, 2022) shall make the No Strike Provision (Article II B) of this Agreement inoperable. The Waiver of No Strike Clause (Article II C) shall apply to either one or both of the negotiations described in the previous paragraph should there be a failure to reach agreement on any items being negotiated for the respective time period.

AGREEMENT

This Agreement signed this 15 day of Aug, 2019.

In witness thereof:

For the South Fork Education Association
Education

Jennifer L. Appalite
President

Stephanie Henley
Treasure

Jonna Sapelli
Secretary

For the South Fork School District #14 Board of

Jack Rankin
President

Kelly Dulakis
Vice-President

Sia Wake
Secretary

Certified Salary Index							
Years	BS	BS+8	BS+20	MS	MS+8	MS+20	MS+30
1	1	1.01773	1.03532	1.05744	1.0751	1.0928	1.11038
2	1.01968	1.03733	1.05503	1.07928	1.09694	1.1146	1.13226
3	1.03928	1.05698	1.0746	1.10116	1.11878	1.13647	1.15413
4	1.05896	1.07662	1.09431	1.123	1.14065	1.15835	1.17597
5	1.07863	1.09629	1.11395	1.14487	1.16253	1.18019	1.19784
6	1.09827	1.11593	1.13363	1.16674	1.1844	1.20206	1.21968
7	1.11795	1.13557	1.15327	1.18858	1.20621	1.2239	1.24159
8	1.13455	1.15525	1.17291	1.21042	1.22812	1.24577	1.26343
9	1.15723	1.17493	1.19251	1.2323	1.24999	1.26761	1.28531
10	1.17687	1.19453	1.21226	1.25417	1.27183	1.28949	1.30718
11	1.19651	1.21421	1.23186	1.27601	1.2937	1.31136	1.32906
12	1.21619	1.23388	1.25154	1.29788	1.31554	1.3332	1.35086
13	1.23586	1.25349	1.27114	1.31972	1.33742	1.35508	1.37273
14	1.2555	1.27313	1.29082	1.34163	1.35926	1.37695	1.39461
15	1.27515	1.2928	1.31046	1.36347	1.38113	1.39883	1.41648
16	1.29482	1.31248	1.33014	1.38535	1.40301	1.4207	1.43832
17	1.31443	1.33216	1.34978	1.40722	1.42484	1.4425	1.46016
18	1.3341	1.35172	1.36945	1.42906	1.44668	1.46438	1.48204
19	1.35371	1.3714	1.3891	1.4509	1.46856	1.48625	1.50395
20	1.37342	1.39108	1.40874	1.47277	1.49047	1.50813	1.52578
21	1.3931	1.41072	1.42838	1.49465	1.51234	1.52997	1.54766
22	1.4127	1.43039	1.44809	1.51652	1.53418	1.5518	1.5695
23	1.43238	1.45007	1.46766	1.53833	1.55602	1.57368	1.59134
24	1.45202	1.46967	1.48737	1.5602	1.57789	1.59552	1.61321
25	1.47166	1.48935	1.50701	1.58208	1.59973	1.61743	1.63509
26	1.4931	1.51072	1.52842	1.60615	1.62384	1.6415	1.65916
27	1.51451	1.5322	1.54986	1.63018	1.64788	1.66557	1.68323
28	1.53598	1.55357	1.57126	1.65429	1.67195	1.68961	1.7073
29	1.55735	1.57505	1.59267	1.67837	1.69603	1.71372	1.73134
30	1.57876	1.59645	1.61408	1.7024	1.7201	1.73776	1.75545
31	1.6002	1.61786	1.63552	1.72651	1.74413	1.76183	1.77949
32	1.62161	1.6396	1.65696	1.75055	1.76824	1.78587	1.80356
33	1.64301	1.66067	1.67837	1.77462	1.79228	1.80998	1.8276
34	1.66446	1.68211	1.69977	1.7987	1.81635	1.83401	1.85171
35	1.68583	1.70352	1.72118	1.8228	1.84043	1.85808	1.87574
36	1.7073	1.72496	1.74259	1.84684	1.86454	1.88216	1.89982

Certified Salary 2019-20							
Base	33969						
Years	BS	BS+8	BS+20	MS	MS+8	MS+20	MS+30
1-4							
Average	34971	35571	36171	37034	37633	38234	38833
5	36640	37240	37840	38890	39490	40090	40690
6	37307	37907	38508	39633	40233	40833	41431
7	37976	38574	39176	40375	40974	41575	42176
8	38540	39243	39843	41117	41718	42318	42918
9	39310	39911	40508	41860	42461	43060	43661
10	39977	40577	41179	42603	43203	43803	44404
11	40644	41246	41845	43345	43946	44546	45147
12	41313	41914	42514	44088	44688	45288	45888
13	41981	42580	43179	44830	45431	46031	46630
14	42648	43247	43848	45574	46173	46774	47374
15	43316	43915	44515	46316	46916	47517	48117
16	43984	44584	45184	47059	47659	48260	48858
17	44650	45252	45851	47802	48401	49000	49600
18	45318	45917	46519	48544	49142	49744	50344
19	45984	46585	47186	49286	49886	50487	51088
20	46654	47254	47854	50029	50630	51230	51829
21	47322	47921	48521	50772	51373	51972	52573
22	47988	48589	49190	51515	52115	52713	53315
23	48657	49258	49855	52256	52857	53456	54056
24	49324	49923	50525	52999	53600	54198	54799
25	49991	50592	51192	53742	54341	54943	55543
26	50719	51318	51919	54559	55160	55760	56360
27	51447	52047	52647	55376	55977	56578	57178
28	52176	52773	53374	56195	56795	57395	57995
29	52902	53503	54102	57013	57613	58214	58812
30	53629	54230	54829	57829	58430	59030	59631
31	54357	54957	55557	58648	59247	59848	60448
32	55085	55696	56285	59465	60066	60664	61265
33	55812	56411	57013	60282	60882	61483	62082
34	56540	57140	57740	61100	61700	62300	62901
35	57266	57867	58467	61919	62518	63117	63717
36	57995	58595	59194	62735	63337	63935	64535

2019-2020 Non-Certified Schedule (Appendix B)

2019-2020 Non-Certified Schedule (Appendix B)		
Aides	Full Time	21918.03
	Part Time	13.30
Secretary	Full Time	25775.00
	Part Time	13.46
Maintenance	Full Time	17.95
Janitor	Full Time	16.49
	Part Time	13.46
Bus Drivers	Per Route	21.18
	ChrisMont (Nokomis)	26.48
	CACC with Wait time	42.35
	EXC During non school hours	65.54
	After 5 hours	13.16
	EXC During school day <1 1/2 hr round trip	21.18
	EXC During school day >1 1/2 roundd trip	42.35
	Sat./Sun./Holiday	69.25
	After 5 hours	14.53
	Fuel/Sweeps	3.30
Bus Aides		13.46

**APPENDIX C
EXTRACURRICULAR STIPEND**

COACHING STIPEND SCHEDULE

High School Head Coach	\$4,500
Football, Basketball, and Volleyball – Boys &/or Girls	
Assistant	\$2,250
Junior High School Basketball – Boys and Girls	\$3,000
Assistant	\$1,500
High School Cheerleading	\$4,500
Assistant	\$2,250
Junior High Cheerleading	\$3,000
Assistant	\$1,500

Athletic Director 10% of base with one period time per day for AD duties

Payments to be made in twenty-six (26) equal payments during each year of the agreement. Coaches may be paid at the middle and end of the seasons at their request.

Non-Coaching Activities	STIPEND
High School Student Council	\$500
Junior High Student Council	\$500
National Honor Society	\$500
Scholastic Bowl	\$850
Yearbook Advisor	\$1,250
9 th Grade	\$500
10 th Grade	\$500
11 th Grade	\$800
12 th Grade	\$600
Chorus/Contest	\$1500
Holiday Music Program	\$250 to music teacher and \$40 to each classroom teacher

The non-coaching activities will be paid upon completion of the duties for that activity or at the end of the school year.

This Extracurricular Stipend schedule reflects the amount to be paid to a coach or sponsor if an activity is offered by the District. The District reserves the right to determine if an activity shall be offered and the number of coaches or sponsors authorized for each activity.

APPENDIX D: GRIEVANCE FORMS (1 of 6)

**Joint Grievance Forms Between South Fork Education Association and
South Fork School District #14**

**Initiation of Step 1 Grievance
Immediate Supervisor**

Name of aggrieved party:	
Date of occurrence of grievable event:	
Date this form is submitted to immediate supervisor:	
This grievance is based on an alleged violation of the following Sections(s) of the Agreement:	

Description of the grievance (Be complete and specific. Use the back of this form if necessary)

Remedy Requested: (Use the back of this form if necessary)

Discussion held on	Date:
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Aggrieved Party's Signature:	Immediate Supervisor's Signature

Copies:

- Immediate Supervisor**
- Superintendent/Designee**
- SFEA President**
- Board President**

APPENDIX D: GRIEVANCE FORMS (2 of 6)

**Joint Grievance Forms Between South Fork Education Association and
South Fork School District #14**

Response to Step 1 Grievance by Immediate Supervisor

Name of aggrieved party:	
Date grievance received:	
Date of conference:	

Participants for the Association	Participants for the Board

Decision and Answer to Grievance: (Use the back of this form if necessary)

Returned to aggrieved party on:	Date:
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Principal's Signature	
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Copies:

- Grievant**
- Superintendent/Designee**
- SFEA President**
- Board President**

APPENDIX D: GRIEVANCE FORMS (3 of 6)

**Joint Grievance Forms Between South Fork Education Association and
South Fork School District #14**

**Initiation of Step 2 Grievance
Superintendent**

Name of aggrieved party:	
Date of occurrence of grievable event:	
Date this form is submitted to immediate supervisor:	
This grievance is based on an alleged violation of the following Sections(s) of the Agreement:	

Remedy Requested: (Use the back of this form if necessary)

Discussion held on:	Date:
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Aggrieved Party's Signature	Superintendent's/Designee Signature

Copies:

- Grievant**
- Immediate Supervisor**
- SFEA President**
- Board President**

APPENDIX D: GRIEVANCE FORMS (4 of 6)

**Joint Grievance Forms Between South Fork Education Association and
South Fork School District #14**

Response to Step 2 Grievance by Superintendent

Name of aggrieved party:	
Date grievance received:	
Date of conference:	

Participants for the Association	Participants for the Board

Decision and Answer to Grievance: (Use the back of this form if necessary)

Returned to aggrieved party on:	Date:
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Superintendent's/Designee's Signature	
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Copies:

- Grievant
- Immediate Supervisor
- SFEA President
- Board President

APPENDIX D: GRIEVANCE FORMS (5 of 6)

**Joint Grievance Forms Between South Fork Education Association and
South Fork School District #14**

**Initiation of Step 3 Grievance
Board**

Name of aggrieved party:	
Date of occurrence of grievable event:	
Date this form is submitted to immediate supervisor:	
This grievance is based on an alleged violation of the following Sections(s) of the Agreement:	

Remedy Requested: (Use the back of this form if necessary)

Discussion held on:	Date:
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Aggrieved Party's Signature	President of Board Signature

Copies:

- Immediate Supervisor**
- Superintendent/Designee**
- SFEA President**
- Board President**

APPENDIX D: GRIEVANCE FORMS (6 of 6)

**Joint Grievance Forms Between South Fork Education Association and
South Fork School District #14**

Response to Step 3 Grievance by Board

Name of aggrieved party:	
Date grievance received:	
Date of conference:	

Participants for the Association	Participants for the Board

Decision and Answer to Grievance: (Use the back of this form if necessary)

Returned to aggrieved party on:	Date:
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President of Board Signature	
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Copies:

- Grievant
- Immediate Supervisor
- Superintendent/Designee
- SFEA President