

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

August 1, 2021 - July 31, 2024

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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** Part-time regularly employed certified teachers will receive benefits on a pro-rate basis except where specified.

Definitions

- 1.3** 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.
- 1.4** “Days” shall mean working days, except as otherwise specified in this Agreement.
- 1.5** “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. Participation in the Teacher's Association (LUTA) is optional for an employee.

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 otherwise, 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 and PLC time is complete.
 - 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 no later than March 1, 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. A school year consists of 176 student attendance days and 180 teacher attendance days. A student school day shall be a maximum of 7 hours.

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 or cannot attend so long as prior notification has been given to the administration and said teacher has provided necessary documentation pertaining to the student prior to the meeting.
- C. Institute days will not exceed a regular school day, which is 7:45 AM to 3:20 PM. On student early dismissal days not scheduled for teacher meetings, teachers will be permitted to leave as soon as the buses have departed.

- D. Teachers are required to work outside the regular workday (7:45 AM -3:20 PM) for parent-teacher conferences and the following, unless they have extenuating circumstances they are approved by their administrator:

Elementary

- Curriculum Night
- Christmas Music Program

Junior High/High School

- 8th Grade Promotion or Junior High Dance (take a turn)
- Awards Night

Other events hosted by the school outside of the regular workday are considered to be optional attendance.

- 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. Within the first five (5) days of school, teachers will be provided with a minimum of four and one half (4 ½) hours of work time in their classrooms with no scheduled meetings or professional development training. A minimum of one (1) of these hours will be provided on the first teachers institute day of the school year.

- 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, teach or present material 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 homebound students, teaching summer school or other classes, fulfilling special education IEPs (extended school year). and creating and developing curriculum for long-term substitute teachers will be paid at the hourly rate in 3.2H1 for doing so, as agreed upon by the teacher and administrator in advance.
 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.
- K. GCN training modules is an expectation of all employees of a school district to perform their job. Therefore, this training will not be compensated at \$15.00 per hour. Preparation time during the first few weeks of school will be allowed to complete the training. ISBE will not allow content from GCN to count towards CPUs.

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, including RtI, during his/her regularly assigned planning period by an administrator or administrator's representative shall be compensated according to the following: BAO 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

The Board agrees to the following class designations:

K-2	25 students
3-5	27 students
6-12	28 students
Lab Courses	Class size should be limited to the number of functioning lab/work stations available in those classrooms.

Class size includes all students listed on the class roster.

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 6-12 Chorus, Band, and Driver's Education 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.

- A. Any special education teacher whose case load includes ten (10) or more students, will receive ½ day per quarter of planning time to complete IEP paperwork. No more than one teacher at a time may utilize a substitute teacher.
- B. Pre-K teachers will work with their Pre-K Coordinator to have ample planning time per day or be allowed one day per quarter for planning, with the Pre-K Coordinator substituting in their classroom.

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.

3.9 Teacher Assignments

All class lists for teachers will be available by August 1st, before students become aware of their teacher assignments, but may be subject to change due to enrollment changes.

ARTICLE IV TEACHER EVALUATION

4.1 Teacher Evaluation/Illinois Law

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.

All tenured teachers shall be evaluated at least once in the course of two (2) consecutive school years. Non-tenured teachers shall be evaluated at least once each school year. Evaluations for tenured teachers and non-tenured teachers shall be conducted pursuant to the Teacher Evaluation Plan and Instrument. The evaluation instrument and timeline will be agreed upon by administration and union representation prior to the beginning of the school year and distributed to teachers who will be evaluated that school year by September 15th.

4.2 Disciplinary/Remediation Procedures

Employees shall be subject to disciplinary action by the Administration and/or board. Employee misconduct shall result in progressive disciplinary sanctions such as verbal, written, suspension, termination. 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.

4.3 Unsatisfactory Appeals of Evaluations

Association members shall have the right to utilize the appeals process for “unsatisfactory” ratings under Section 24A-5, pursuant to Section 24A-5.5 of the School Code, and in accord with the process developed by the PERA Joint Committee.

This process includes, but is not limited to, an assessment of the original rating by a panel of qualified evaluators, which has been agreed upon by the joint committee referred to in subsection (b) of Section 24A-4.

Said committee has the power to revoke the “unsatisfactory” rating it deems to be erroneous, the criteria for successful appeals, and the rating that may replace the unsatisfactory rating upon a successful appeal.

**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 or association shall present the grievance in writing within fifteen (15) business 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) business days after the receipt of the grievance. The immediate superior shall provide a written answer to the grievant within ten (10) business 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 an envelope 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

The salary schedules for the 2021-2024 school year shall be set forth in the Appendix which is attached to and incorporated into this Agreement.

- 2021-2022 = 2.15% + step
- 2022-2023 = 2.15% + step
- 2023-2024 = 2.15% + step
- 4% for longevity teachers with a Bachelor's and Master's Degree

Stipend pay shall be disbursed according to a predetermined payment schedule (see stipend schedule which is included in the Appendix of this Agreement).

6.2 Retirement Incentive

A. Qualifications

An employee is considered to be eligible for a retirement incentive in up to each of his/her final four (4) years of teaching service subject to the following conditions:

1. All TRS eligibility requirements have been met.
2. The employee must have been employed at Liberty CUSD 2 for a minimum of ten (10) full-time years immediately preceding his/her retirement. Grandfathering in Peggy Steinkamp.
3. The employee has submitted an irrevocable written letter of resignation and retirement to the Board of Education on or before March 1st, prior to the school year the retirement incentive goes into effect, informing the Board of the date on which the employee's retirement will occur. For example, the employee turns in the retirement letter on or before March 1, 2022, the employee will receive the 5% increase for the 2022-23 school year and beyond, up to 4 years.

B. Salary Incentive

If an employee gives the Board an irrevocable notice of retirement on or before March 1st prior to the school years eligible for the retirement, the Board shall pay him/her a five percent (5%) retirement incentive, inclusive of any other increases in compensation for each year of his/her remaining years of service.

Once an employee submits an irrevocable notice of retirement, that employee shall be removed from the salary schedule contained in the Appendices of the Agreement. All calculations for salary increases will be based on the Teachers

Retirement System (TRS) creditable earnings in the year in which the irrevocable notice of retirement is submitted. Once the employee submits an irrevocable notice of retirement, in no case will the employee's TRS creditable earnings increase exceed six percent (6%) of the previous year.

Note: Employees submitting an irrevocable notice of retirement letter are entitled to the retirement incentive offered within the Collective Bargaining Agreement in effect on the date the letter of retirement was submitted and will continue to receive this retirement incentive beyond the contract, up to four (4) years.

C. **Exemptions**

If, after submitting an irrevocable notice of retirement, the employee resigns from, or is dismissed from activities covered in the extra-curricular Appendix of this Agreement, the retirement incentive for that employee will be recalculated accordingly. In addition, any reduction in employee performance (dock days, leaves of absence without pay, etc) will result in a recalculation of the retirement incentive.

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional extra-duties that would increase the employee's TRS gross income above the six percent (6%) provided for herein.

If an employee fails to complete the pre-retirement period, leaves the District prior to the designated retirement date, fails to retire as contemplated, or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

6.3 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 inform the Superintendent on or before the first day of the school year will be paid on the same basis as the prior year.

6.4 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.

6.5 Life Insurance

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

6.6 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 \$735.00 of a single member premium for the 2021-2022 school year, \$755.00 for the 2022-2023 school year, and \$775.00 for the 2023-2024. 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 each school year.
- B. Married employees (who are both employed by Liberty C.U.S.D. #2) shall have the option of either receiving a single insurance contribution for each employee or 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 a 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.

6.7 **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 \$200.00 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 teachers of \$15,000.00. 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.

6.8 Payments To State Teachers 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.

6.9 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.

6.10 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

A. Sick Leave

Each teacher shall be entitled to the following for the 2021-2024 school year with accumulation to three hundred forty (340) days, including Bereavement Leave:

- At the beginning of employment through the beginning of the 10th year of consecutive employment at Liberty CUSD #2= annual allotment of 12 days. Note: First year is prorated if starting after the first day of school.
- At the beginning of the 11th year and above of consecutive employment at Liberty CUSD and used more than 6 sick days in the prior school year = annual allotment of 15 days
- At the beginning of the 11th year through the beginning of the 20th year of consecutive employment at Liberty CUSD and used 6 sick days or fewer in the prior school year = annual allotment of 20 days
- At the beginning of the 21st year through the beginning of the 30th year of consecutive employment at Liberty CUSD and used 6 sick days or fewer in the prior school year = annual allotment of 22 days
- At the beginning of the 31st year and above of consecutive employment at Liberty CUSD and used 6 sick days or fewer in the prior school year = annual allotment of 27 days

Note: None of which include personal days or personal bereavement. No retroactive days will be applied from previous years.

1. If a staff member or a child residing with the staff member is required to quarantine due to a COVID-19 exposure, but is able and chooses to teach with remote learning, he/she will not be required to utilize his/her sick days.
2. If a staff member were to become ill with COVID-19, requiring a period of quarantine longer than 6 days, and is unable to teach via remote learning; he/she will remain eligible for the number of sick days for which he/she is qualified based on years of experience at Liberty CUSD #2 at the beginning of the following year. No penalty will be given provided the staff member presents a doctor's note stating that the employee tested positive for COVID-19 and could not return to work for an extended period of time.

- B. 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.

- C. 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.
- D. **Personal Bereavement**
Should an employee require leave because of the death of a parent, parent-in-law, spouse/domestic partner, or child the district will provide three (3) paid bereavement days. For a sibling, sibling-in-law, grandparent, aunt/uncle, or niece/nephew 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.
- Bereavement leave is paid leave which is available to an employee at the time of death and funeral of a member of the employee's immediate family as defined above, in order to plan and attend the visitation/funeral/memorial service.
- E. 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.
- F. 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)
- G. Use of Sick Leave – Leave for medical, maternity or child care are unpaid, except as provided in 7.1.A 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. 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 requests 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. Written notification must be given to the building Principal and Superintendent three (3) full working days prior to the requested day. If more than three (3) staff members request personal leave for 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 at 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.

D. **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 consecutive calendar weeks of sick leave for maternity leave from the date of birth or adoption. This would include any school breaks during which students are not in session. These "break days", however, would not deplete any sick days. 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 an approximate start date and end date of the leave. Unpaid days may be utilized under the Family Medical Leave Act (FMLA), which allows for twelve (12) weeks or sixty (60) work days to be used within a calendar year of the child's birth. The time taken for maternity leave is counted as part of the twelve (12) weeks or sixty (60) work days under FMLA. Days used under FMLA do not have to be consecutive, per the law.

The teacher on maternity leave and/or FMLA leave is responsible for developing lesson plans during the time 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 continuous 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.

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 five (5) 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.

In order to use the budgeted amounts in a cost effective manner, it will be expected that staff persons of the same gender will share a hotel room provided that each occupant has his/her own bed.

If the distance to the conference is more than 100 miles or there are extenuating circumstances (such as heavy traffic, early registration time, et.) that the administrator has approved, members will be allowed to book a hotel for the night before the conference at the expense of the District.

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 - \$45.00/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
EFFECT OF AGREEMENT**

9.1 Complete Understanding

The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. Both parties mutually agree that this agreement cannot be modified without written consent from both parties.

9.2 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.

9.3 No Strike Clause

The No Strike Clause will not be in effect for the term 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.

9.4 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 X
TERMS OF AGREEMENT**

The provisions of this Agreement shall become effective as of August 1, 2021 and shall remain in full force and effect through July 31, 2024.

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

Appendix A Salary Schedule 2021-2024

See attached salary schedules for 2021 - 2024.

Longevity 4% for Bachelors and Masters degrees for each year of the contract (2021-2024).

2021-2022								
Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
0	35249	35580	35913	36246	37367	37699	38031	38363
1	35690	36023	36356	36688	37864	38196	38531	38863
2	36136	36468	36799	37132	38363	38695	39027	39361
3	36578	36909	37242	37575	38863	39195	39528	39858
4	37021	37353	37684	38017	39361	39692	40024	40358
5	37464	37797	38127	38459	39858	40190	40524	40855
6	37907	38239	38572	38903	40358	40689	41021	41355
7	38349	38683	39014	39347	40822	41189	41520	41852
8	38792	39124	39457	39790	41355	41686	42018	42351
9	39235	39569	39900	40233	41852	42185	42518	42851
10	39786	40117	40450	40784	42569	42902	43233	43566
11	40336	40669	41002	41333	43285	43617	43951	44282
12	40889	41220	41552	41884	44003	44334	44666	44999
13	41437	41769	42101	42434	44717	45051	45383	45716
14	41988	42320	42651	42983	45435	45767	46100	46432
15	42538	42869	43201	43536	46151	46483	46817	47149
16	43087	43421	43755	44085	46868	47199	47531	47865
17	43641	43973	44303	44635	47585	47918	48249	48582
18	44189	44522	44854	45186	48302	48635	48967	49299
19	44740	45072	45404	45737	49017	49349	49683	50016
20	45289	45622	45954	46286	49734	50066	50398	50731
21		46172	46506	46837	50451	50784	51115	51448
22			47054	47387	51166	51500	51832	52164
23				47939	51884	52215	52548	52881
24					52600	52933	53265	53597

2022-2023

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
0	36007	36345	36685	37025	38170	38510	38849	39188
1	36457	36797	37138	37477	38678	39017	39359	39699
2	36913	37252	37590	37930	39188	39527	39866	40207
3	37364	37703	38043	38383	39699	40038	40378	40715
4	37817	38156	38494	38834	40207	40545	40885	41226
5	38269	38610	38947	39286	40715	41054	41395	41733
6	38722	39061	39401	39739	41226	41564	41903	42244
7	39174	39515	39853	40193	41700	42075	42413	42752
8	39626	39965	40305	40645	42244	42582	42921	43262
9	40079	40420	40758	41098	42752	43092	43432	43772
10	40641	40980	41320	41661	43484	43824	44163	44503
11	41203	41543	41884	42222	44216	44555	44896	45234
12	41768	42106	42445	42785	44949	45287	45626	45966
13	42328	42667	43006	43346	45678	46020	46359	46699
14	42891	43230	43568	43907	46412	46751	47091	47430
15	43453	43791	44130	44472	47143	47482	47824	48163
16	44013	44355	44696	45033	47876	48214	48553	48894
17	44579	44918	45256	45595	48608	48948	49286	49627
18	45139	45479	45818	46157	49340	49681	50020	50359
19	45702	46041	46380	46720	50071	50410	50751	51091
20	46263	46603	46942	47281	50803	51142	51482	51822
21		47165	47506	47844	51536	51876	52214	52554
22			48066	48406	52266	52607	52946	53286
23				48970	53000	53338	53678	54018
24					53731	54071	54410	54749

2023-2024

Step	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24
0	36781	37126	37474	37821	38991	39338	39684	40031
1	37241	37588	37936	38283	39510	39856	40205	40553
2	37707	38053	38398	38745	40031	40377	40723	41071
3	38167	38514	38861	39208	40553	40899	41246	41590
4	38630	38976	39322	39669	41071	41417	41764	42112
5	39092	39440	39784	40131	41590	41937	42285	42630
6	39555	39901	40248	40593	42112	42458	42804	43152
7	40016	40365	40710	41057	42597	42980	43325	43671
8	40478	40824	41172	41519	43152	43498	43844	44192
9	40941	41289	41634	41982	43671	44018	44366	44713
10	41515	41861	42208	42557	44419	44766	45113	45460
11	42089	42436	42785	43130	45167	45513	45861	46207
12	42666	43011	43358	43705	45915	46261	46607	46954
13	43238	43584	43931	44278	46660	47009	47356	47703
14	43813	44159	44505	44851	47410	47756	48103	48450
15	44387	44733	45079	45428	48157	48503	48852	49199
16	44959	45309	45657	46001	48905	49251	49597	49945
17	45537	45884	46229	46575	49653	50000	50346	50694
18	46109	46457	46803	47149	50401	50749	51095	51442
19	46685	47031	47377	47724	51148	51494	51842	52189
20	47258	47605	47951	48298	51895	52242	52589	52936
21		48179	48527	48873	52644	52991	53337	53684
22			49099	49447	53390	53738	54084	54432
23				50023	54140	54485	54832	55179
24					54886	55234	55580	55926

Appendix B
Academic/Certified Stipend Schedule
2021 - 2024

Activity	Month Paid	Amount
SpEd Coordinator PreK-6	May	\$2512.00
SpEd Coordinator 7-12	May	\$2512.00
Band (Jazz, Marching, Flags, Pep)	May	\$1764.00
Band (Marching Event Asst.)	November	\$259.00
FCCLA	May	\$1000.00
FFA	May	\$2000.00
National Honor Society	May	\$160.00
Quiz Bowl - JH	April	\$608.00
Quiz Bowl - HS	March	\$608.00
Science Olympiad - JH	May	\$608.00
Science Olympiad - HS	May	\$608.00
Special Olympics (2 sponsors)	May	\$608.00 each
Freshman Class Sponsor	May	\$500.00
Sophomore Class Sponsor	May	\$500.00
Junior Class Sponsor	May	\$500.00
Senior Class Sponsor	May	\$500.00
Student Council	May	\$700.00
Quiz Bowl Moderator (per match)	Monthly	\$14.00