

AGREEMENT

Between

GRUNDY AREA VOCATIONAL CENTER
BOARD OF CONTROL

and

GRUNDY AREA VOCATIONAL CENTER
EDUCATION ASSOCIATION
IEA-NEA

2007-2010

TABLE OF CONTENTS

ARTICLE I. Recognition and Scope

- A. Recognition 5
- B. General Principle of Negotiations 5

ARTICLE II. Board Authority, Association Rights and Teacher Obligations

- A. Board of Control 5
- B. Professional Teaching Personnel 6
- C. Teacher Obligations 6
- D. Association Matters – Board Agenda 6
- E. Notification of Board Meetings 6
- F. Minutes of Board Meetings 6
- G. Local Association Meetings 6
- H. Use of Bulletin Board 7
- I. Use of Mailboxes 7
- J. Use of Equipment 7
- K. Information to the Association 7
- L. Placement of Items in Teacher's Personnel File 7
- M. Review of Personnel File 7
- N. Association Leave 8
- O. Enrollment Figures 8

ARTICLE III. Negotiations Procedure

- A. Representation 8
- B. Commencement of Negotiations 8
- C. Authority 8
- D. Agreements 8
- E. Mediation 9
- F. Ratification 9
- G. Printing of Agreement 9
- H. Association – Administration Committee 9

ARTICLE IV. Association Dues Deduction

- A. Authorization for Dues Deduction 9
- B. Monthly Deductions 9
- C. Transmittal to Association 9
- D. Legal Protection for Board 10
- E. Fair Share 10

Table of Contents

ARTICLE V. No Strikes or Slowdowns

A.	General Teacher and Association Responsibilities	11
B.	Association Responsibility	11
C.	Association Communication Responsibility	11
D.	Reduction in Force	11

ARTICLE VI. Assignments

A.	Work Year	12
B.	Summer Grants	12
C.	Work Day	13
D.	Extended Day Contracts/Early Bird	13

ARTICLE VII. Individual Grievance Procedures

A.	Definitions	13
B.	Right to Representation	14
C.	Procedure	14
D.	Other Conditions	15

ARTICLE VIII. Leaves

A.	Sick Leave	16
B.	Personal Leave	16
C.	Jury Duty	17
D.	Unpaid Leave of Absence	17
E.	Annual Records	18
F.	Sick Leave Bank	18

ARTICLE IX Compensation and Fringe Benefits

A.	Salary Schedules	19
B.	Initial Qualification--General	20
C.	Initial Qualification--Degreed Instructors	20
D.	Initial Qualification--Non-Degreed Instructors	20
E.	Horizontal Movement on Salary Schedule	20
F.	Additional Non-Contract Employment	21
G.	Professional Growth	21

Table of Contents

ARTICLE IX. Compensation and Fringe Benefits (Continued)

H.	Insurance	21
I.	Retirement	22
J.	Semester Hour Payments	22
K.	Pay Dates	22
L.	Mileage	22
M.	Compensation for Club Sponsors/CDL Licensed Bus Driver.....	22
N.	Retirement Stipend	22
O.	Vacancies and Transfers/Reassignments	23
P.	Early Retirement	23

ARTICLE X. Evaluations

A.	Evaluation Process	25
----	--------------------------	----

ARTICLE XI. Effect and Duration of Agreement

A.	Length of Agreement	25
B.	Content of Agreement	25
C.	Annual Salary Statement	25
D.	Consistency with Board Policy	26
E.	Previous Agreements	26
F.	Savings Clause	26
G.	Preparation of Agreement	26

ARTICLE XII. Acceptance of Agreement

26

Appendix A

2007-2010 New Employee Salary Schedule	27
--	----

ARTICLE I. RECOGNITION AND SCOPE

A. Recognition

The Board of Control of the Grundy Area Vocational Center, Morris, Illinois, hereinafter referred to as the "Board", recognizes the Grundy Area Vocational Center Education Association, IEA-NEA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all full-time and regularly scheduled certified teaching personnel employed by the Center, but excluding Director, Assistant Director, Dean of Students, temporary and/or short-term teachers, substitute teachers, part-time teachers, and supervisors, managerial, and confidential employees as defined by the Labor Act. Part-time teachers in excess of 1/2 of the school day shall be included.

B. General Principle of Negotiations

The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.

"Good Faith Effort" is defined as the mutual responsibility of the Association and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party's proposals or be compelled to reach agreement on specific topics.

ARTICLE II. BOARD AUTHORITY, ASSOCIATION RIGHTS, AND TEACHER OBLIGATIONS

A. Board of Control

The Board of Control retains and reserves the ultimate responsibilities for proper management of the Grundy Area Vocational Center conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including, but not limited to, the responsibilities for and the right:

1. To maintain executive management and administrative control of the Center and its properties and facilities and the work of its employees as related to the conduct of Center affairs.
2. To hire all employees and to determine their qualifications, or their dismissal or demotion, and to evaluate, promote, and transfer all such employees.
3. To establish grade levels, courses of instruction, and curriculum, including special programs and events for students, all as deemed necessary or advisable by the Board.
4. To determine class schedules, the student attendance day, and the responsibilities and assignments of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by law and the specified and express terms of this Agreement.

B. Professional Teaching Personnel

Teachers have the right to join, or not to join, any organization for their professional or economic development. Upon written approval, on a form provided by the Administration, newly hired teachers may request their names and addresses be provided to the Association.

C. Teacher Obligations

Nothing contained in this Agreement shall be construed as rescinding the obligation of the teacher to exercise maturity, restraint, patience, and judgment which are normally required in the guidance, training, and education of youth.

D. Association Matters – Board Agenda

On those occasions deemed appropriate by the Director, members of the Association shall report to the Board at the monthly scheduled Board of Control meeting under “Other Reports.”

E. Notification of Board Meetings

The President of the Association or his/her designee shall have a copy of the agenda or statement of purpose of any regular or special meeting placed in their mailbox at least forty-eight (48) hours prior to the scheduled time of such meeting.

F. Minutes of Board Meetings

A copy of all approved open session Board minutes will be posted in the teachers' work room on the day following the Board meeting. A copy of the proposed minutes will be placed in the mailbox of the GAVCEA President's mailbox at least forty-eight (48) hours prior to the scheduled time of the next Board meeting.

G. Local Association Meetings

The Board agrees that the local Association may use designated areas in the Center subject to availability and advanced approval of the Director. When approval is granted, such use shall not interfere with or interrupt normal school operations and/or special events in the Center.

When special custodial service or other services may be necessary, as determined by the Director, the Association will be charged the regular hourly rate or time and one-half per hour as may be appropriate. The Association shall pay the invoice within thirty (30) days of receipt.

H. Use of Bulletin Board

The Association may use a designated bulletin board in the teachers' work room if recommended materials for posting are approved at least one (1) school day in advance. Approval will not be granted covering political endorsements and negative remarks covering the operations of the Center.

I. Use of Mailboxes

The Association may use the Center's mailboxes if copies of all materials to be distributed are given to the Director one (1) school day in advance. The Director reserves the right to discontinue the use of the mailboxes if the above procedure is not adhered to. In addition, the Association or its members are not permitted to use the mailboxes for the purposes of circumventing the U.S. Postal Service.

J. Use of Equipment

The Association may use typewriters, photocopy machine, and classroom computers upon securing advanced permission from the Director. The Association may not use any equipment associated with office operations, including the telephones, other than for local calls.

K. Information to the Association

The Board agrees to make available to the Association information and reports, which are prepared for public distribution upon written request of the President of the Association. Nothing herein shall require the Board and/or Director to conduct any research and/or assemble special documents for the Association. The charge per page shall be ten cents (\$.10).

L. Placement of Items in Teacher's Personnel File

A copy of any permanent evaluative or disciplinary material, except confidential material such as evaluations by colleges or previous employers, shall not be placed in a teacher's personnel file without a copy also being supplied to the teacher. Teacher has the right to answer in writing, and his/her answer will be attached to the file copy. The teacher must respond within ten (10) workdays of receipt of the materials.

M. Review of Personnel File

Each teacher shall have the right to review the contents of his/her personnel file, except confidential material, upon making a request at least two (2) work days in advance, with the final approval as to the date and time being at the discretion of the Director. When the personnel file is reviewed, a representative of the Director's office will be present. Teachers shall not be permitted to remove any materials from the file but may copy non-confidential materials from the file. The rate for copying materials will be \$.25 and will be paid by the employee requesting copies.

N. Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary. A total of two (2) days per school year shall be granted to the Association for such purposes if notice is given to the Director or his/her designee at least five (5) days in advance of the leave.

O. Enrollment Figures

The President of the Association or his/her designee shall be given a copy of the preliminary enrollment figures, for the upcoming school year, at least forty-eight (48) hours prior to the scheduled March Board of Control Meeting.

ARTICLE III. NEGOTIATIONS PROCEDURE

A. Representation

The parties agree that their duly designated representatives shall negotiate in a good faith effort defined under Article I, Section B of this Agreement. Each party shall select its own representatives.

B. Commencement of Negotiations

The parties shall commence bargaining for a successor agreement as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

C. Authority

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 tentative agreements in the course of negotiations.

D. Agreements

During negotiations, agreed upon material shall be prepared for the Board and the Association negotiating teams and initialed prior to the adjournment of the meeting. Secretaries (recorders) for both parties shall keep records until full agreement and ratification is obtained.

E. Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Services (FMCS) if either party to this agreement determines that the assistance of a mediator would be necessary. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

F. Ratification

Once final agreement on all matters being negotiated between the Association and the Board has been reached the items shall be reduced to writing. The tentative agreement shall then be submitted to the membership for ratification. Once ratified the Board shall be given the contract for final approval.

G. Printing of Agreement

The Association shall pay one-half the cost of printing the Agreement. The Administration shall provide the Association an invoice covering such expenses, which shall be paid within thirty (30) days.

H. Association – Administration Committee

The Association, Board and Administration recognize the importance of communications in maintaining good relationships and agree to meet monthly for the purpose of discussing school improvement issues. Representatives of the Employer and the Association will meet each month for the purposes of reviewing the administration of the contract and to discuss school improvement issues that may arise. These meetings are not intended to by-pass or replace the grievance procedure set forth in this contract.

ARTICLE IV. ASSOCIATION DUES DEDUCTION

A. Authorization for Dues Deduction

Any teacher covered by this Agreement may sign and deliver to the Director's Office an assignment authorization deduction of Association dues. The Association shall notify the Director's Office in writing of the total amount of annual and monthly dues. Such written authorization and assignment shall continue in effect unless canceled prior to September 15 of any year by written notice to the Director's Office.

B. Monthly Deductions

The Board will deduct monthly dues from 26 pay periods provided that assignment cards have been received no later than July 15th of each year. Teachers hired beyond the deadline date have an additional fifteen (15) calendar days from their date of employment to submit assignment cards.

C. Transmittal to Association

All dues deducted by the Board shall be transmitted to the Treasurer of the Association within ten (10) working days from the time of withholding.

D. Legal Protection for Board

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article or in compliance with any assignment furnished under the provisions of this Article.

E. Fair Share

Each bargaining unit member, as a condition of his/her employment shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, including local, state and national dues.

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE V. NO STRIKES OR SLOWDOWNS

A. General Teacher and Association Responsibilities

During the term of this Agreement and any mutually agreed upon extension thereof, no employee covered by this Agreement, nor the Association, or any person acting on behalf of the Association shall engage in, authorize, or instigate a strike and/or slowdown.

B. Association Responsibility

It is agreed that the Association will, within thirty days (30) of the date of the signing of this Agreement, serve upon the Board a written notice which will list the Association's authorized officers and building representatives who will deal with the Board and make commitments for the Association generally.

C. Association Communication Responsibilities

It is agreed that in the event of any such unauthorized action, the Association shall, within twenty-four (24) hours of receipt of notice thereof, address a letter to the Board notifying the Board that the action of the teacher or Association agents is unauthorized. In addition, the Association will render assistance to resolve the situation.

D. Reduction In Force

Length of continuing service in the Center as utilized in Section 24-12 of The School Code shall be defined as follows:

1. Years of continuous service as a full or part-time teacher in the Center. Time on unpaid leave of absence of more than ninety (90) consecutive employment days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board of Control will not constitute an interruption of teaching service.
2. GAVC seniority is defined as the length of continuing service at the Center and shall begin on the teacher's date of employment.
3. If a tie remains after the application in paragraph 1 and 2 above, the order of dismissal and/or recall will be determined by the order in which they were first employed by the Board of Control.

4. The Director and/or his/her designee will by December 1 consult with the Association President and/or designee for the purpose of establishing a seniority list categorized by position showing the length of continuous service for each instructor qualified and certified by the State Board of Education to hold such positions. The Director shall have final determination in establishing the seniority list.
5. Copies of the seniority list shall be distributed to the Association at least forty-eight hours prior to the regular meeting of the Board of Control in January.
6. In the event a tenured teacher's position is eliminated or reduced to less than full-time he/she will be provided an opportunity to accept any teaching assistant position at the Center for which he/she is qualified and/or certified as determined by the Director. The member's salary will be based on the regular pay scale at the appropriate step.

In the event a member's position is reduced to two-thirds (2/3) time, every effort will be made to schedule consecutive time blocks for that member.

ARTICLE VI. ASSIGNMENTS

A. Work Year

The normal work year for a full-time teacher shall be established by the Board of Control to conform as closely as possible to the calendars of member schools. The standard work year shall consist of one hundred eighty (180) days, plus five (5) emergency days. Unused emergency days shall not become workdays. The work year for Bargaining Unit Members shall not exceed 180 days which shall include workshop/in-service days. Every effort will be made to adopt a school calendar by the regular meeting in May.

B. Summer Grants

Members of the bargaining unit will be eligible to apply for a summer grant for the purpose of improvement of their course curriculum and their classroom upgrade. Teachers retain the option to submit proposals to the Director requesting a specific number of additional days, specifying how they will be used, and providing necessary justification covering the request. The deadline for such proposals will be May 1 each year.

- A. The employee awarded a summer grant shall receive one hundred and forty dollars (\$140) per day (six hours) for the period specified in the application proposal.
- B. An Employee accepting a summer grant may not engage in gainful employment which interferes with the purposes of the grant or duplicates payment for the work performed under the grant.
- C. If an applicant must be denied, the Director will notify each teacher with a written statement indicating the reasons for denial no later than June 1 of each year.
- D. Nothing in this section is a guarantee of a summer grant or additional stipend.

E. Grants will be awarded at the discretion of the Director.

C. Work Day

The normal workday for teachers shall be seven and three-fourths (7-3/4) consecutive hours, inclusive of lunch. Early Bird workday shall be nine hours and five minutes, inclusive of lunch. The beginning and ending time shall be established by the Board to accommodate the member schools. In the event a teacher feels it is necessary to use some non-student time for classroom related activities outside of the Center, the teacher shall complete the necessary form covering each activity in accordance with Center regulations.

On Fridays, teachers may leave one-half hour earlier than on other school days if their work has been completed for the week.

The Director will inform teachers of their tentative classroom and extra-curricular assignments for the following school year by the end of the current school year. Should changes in assignments be necessary after the end of the school year and/or during the regular school year, the teacher will be notified in writing as promptly as circumstances permit in order that the teacher may prepare for such assignments. The final decision-making covering all such assignments shall remain with the Director.

Attendance at parent-teacher functions, parent conferences, open houses, advisory committee meetings, regional vocational meetings, and other meetings as deemed necessary by the Director, including staff meetings, is required.

D. Extended Day Contracts/Early Bird

Early Bird classes that extend the regular school day shall be paid on the basis of one-third (1/3) of the teacher's annual salary. If an Early Bird class is scheduled for less than a full block the compensation shall be figured on a pro rata basis for the time worked based on one-third (1/3) of the teacher's annual salary. Teacher may opt for 7-3/4 hour day in lieu of monetary compensation. Teachers opting for 7-3/4 hour days must submit a calendar at beginning of school year indicating those days that will be used at 7-3/4 hour days.

ARTICLE VII. INDIVIDUAL GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

Any claim by a teacher that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

2. Days

All time limits shall consist of school days, except that when an alleged grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of business days.

B. Right to Representation

An Association representative may be present if requested by the grievant at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented beyond the informal process. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association. The Association will be provided copies of all formal grievances. When a teacher is not represented by the Association, the Association may have a representative present at any formal meeting.

C. Procedure

The parties hereto acknowledge that it is usually most desirable for a teacher and his immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

1. Initiation - An alleged grievance must be filed in writing within ten (10) days of the occurrence of the event which initiated the grievance. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence and subject matter in the future. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested.
2. Step One - The teacher shall present the alleged grievance in writing to the Director immediately involved, and the Director will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Director shall provide the aggrieved teacher with a written answer to the grievance within ten (10) days after the meeting.
3. Step Two - If the alleged grievance is not resolved at Step One, the grievant and the Association jointly may submit the grievance to binding arbitration within thirty (30) days of the Step One response. The American Arbitration Association shall be requested to submit a list of nine (9) arbitrators from which the parties shall select an arbitrator by striking from the list with the Board having the first opportunity to eliminate a name. If either party is dissatisfied with the list sent by the AAA, prior to striking the list, another list can be requested.
 - a. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

- b. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. The cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
- c. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator that had not previously been disclosed to the other party during the previous steps.
- d. The arbitrator shall have no power to nullify, alter, amend, and/or add to the terms of this Agreement. The arbitrator's authority shall be strictly and narrowly limited to deciding only the grievance filed at the Step One level. The arbitrator's decision must be based solely and only upon an interpretation of the meaning or application of the express relevant language of this Agreement.
- e. Either party may make public the findings and the recommendations of the arbitrator.

D. Other Conditions

1. Grievant and Association Cooperation

The grievant and Association shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance.

2. Scheduled Meetings/Step One

All such meetings shall be scheduled at a time that will not interrupt classroom or related instructions. Should attendance at a grievance hearing require that a teacher or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. However, the cost of any internal substituting or hiring of a substitute shall be reimbursed to the District by the Association.

3. Timeliness by Grievant

Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal.

4. Extension of Time Limits

By mutual agreement, time limits specified herein may be extended beyond the Initiation Step.

5. No Reprisals

No reprisals of any kind shall be taken by the grievant and/or the Association against any teacher because of his/her lack of participation in a grievance.

6. Hearings at Step Two
All such hearings shall be on non-scheduled time such as evenings and/or Saturdays unless the Board schedules a hearing at another time mutually convenient to the Board and Association.
7. Exclusion of Remedies
In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board of Control and/or Administration, charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive, and the said member shall be barred from invoking any remedy by this Grievance Procedure.
8. Filing of Materials
All records related to a grievance shall be filed separately from the personnel files of the employees.
9. Grievance Withdrawal
A grievance may be withdrawn at any level without establishing precedent.
10. AAA Rules
Upon mutual agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules. Nothing in this section shall preclude the parties upon mutual agreement from using other dispute resolution agencies such as the FMCS or IELRB.

ARTICLE VIII. LEAVES

A. Sick Leave

Each employee shall be entitled to twelve (12) sick leave days per school term without loss of pay. Sick leave shall be allowed to accumulate to three hundred forty (340) days. Sick leave shall be interpreted to mean personal illness or death in the immediate family or household. The immediate family for purposes of this article shall include: Parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother/sisters-in-law, and legal guardians. The Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness or as it may deem necessary in other cases. The Board reserves the right to verify such extended illnesses by a physician of the Center's choice at the Center's expense.

B. Personal Leave

At the beginning of each school year, each Bargaining Unit Member shall be credited with three (3) days to be used for personal reasons. A personal day may be used for any purpose at the discretion of the Bargaining Unit Member.

All personal leave shall be arranged at least five (5) school days in advance with the Director or his/her designee except in an emergency. Personal leave will not be granted on days immediately prior to or following a holiday, during the first or last ten (10) days of the school term, or on teacher institute days. One (1) day may be split into two (2) half days.

In the event more than two teachers request a specific day, the two teachers making the first requests shall receive priority consideration. All days are subject to the availability of substitutes.

Any exception to the above regulations remains an exclusive prerogative of the Director with such decisions not establishing a precedent and not subject to grievance arbitration.

Additional personal leave, in excess of that provided by this Agreement, may be granted by the Director without pay. Unused personal days shall accumulate as sick leave.

C. Jury Duty and Subpoenaed Employees

Any teacher who is called to serve on jury duty or who is subpoenaed to testify in an employee related judicial matter concerning the Center shall receive his/her full salary for the time he/she serves on the jury provided the jury pay received for service is submitted back to the Center. Notice of being summoned to jury duty or to testify has to be forwarded to the Director within ten (10) days of service time or the day after receipt of such notice. Subpoenaed employees on suspension are not eligible for salary reimbursement.

D. Unpaid Leave of Absence

An unpaid leave of absence may be granted to a teacher who has been employed for a minimum of three (3) years on a full-time basis. At the expiration date of the leave of absence, the teacher is expected to return to the Center. The teacher has the obligation to notify the Director in writing of his/her intention to resume working or resignation sixty (60) calendar days prior to the termination of the leave. The absence of either the above requirements will automatically result in termination of employment.

A leave of absence is subject to approval or disapproval by the Board upon recommendation of the Director. The required procedure is as follows:

1. A written request is submitted to the Director sixty (60) calendar days prior to the requested beginning date of the leave of absence. In an emergency situation, the sixty (60) day requirement may be waived by the Board upon recommendation of the Director.
2. The written request must specify the exact requested beginning and ending date for the leave of absence, along with the reason for such request.
3. If a leave is approved, it will only be granted to encompass all or part of one academic year.
4. A leave of absence, when under consideration, must be scheduled to provide a minimum interruption of the education of students.

5. If a leave of absence greater than 90-days is approved, seniority will not accrue while the teacher is on the unpaid approved leave. In addition, a leave of absence will be without any fringe benefits. However, a teacher may retain the health insurance coverage by paying the full health insurance monthly premium during the approved period of time if such an agreement meets with the approval of the insurance carrier.
6. No additional credit on the salary schedule for the subsequent year will be allowed for a leave of absence that exceeds an equivalent of one semester in a year.
7. Notwithstanding the foregoing provision, the Board will follow any application of the Family Medical Leave Act (FMLA).

E. Annual Records

At the beginning of each school year, each teacher covered by this Agreement shall be provided information regarding his/her accumulated sick leave and personal leave from the previous year.

F. Sick Leave Bank

A sick leave bank shall be established to provide sick leave benefits to members who incur a prolonged illness or injury. Any employee may be a member of the sick leave bank, so long as they enroll within ten (10) working days of the beginning of the school year. Each member initially enrolling in the bank shall donate two (2) days sick leave to the bank. Additional day(s) will be donated anytime the bank falls below thirty (30) days.

A member withdrawing from membership in the bank shall not have any contributed days refunded.

Membership in the bank is automatically terminated upon effective dates of resignation, retirement, dismissal or a leave of absence. Teachers rejoining the staff will be assessed only the current year's donated day(s), if any.

A member shall not be eligible to draw on the bank until the member has depleted all accumulated sick leave days. After the member has exhausted all accumulated sick leave days and received approval of the Association for use of sick leave as provided in this section, the member may withdraw a maximum of twenty (20) days from the sick leave bank in any one school year based upon a single covered illness or injury. Any days of absence based upon withdrawal of sick leave bank days must be continuous and not intermittent in duration. If additional days are applied for and approved, any member or non-member of the sick bank may donate days to the bank to be used for a specific member of the bank. This donation does not provide membership unless it falls within the first ten (10) days of the school year. Written authorization to transfer days (number of days and recipient) must be given to the GAVC Education Association President who in turn will give a copy to the person in charge of keeping staff attendance.

No member shall draw upon the sick leave bank in two successive years, unless they shall render service for at least sixty (60) school days prior to drawing from the bank the second year.

Members withdrawing such leave days from the bank shall not be required to repay those days. A member shall be entitled to draw from the bank provided that the member is personally ill or injured as verified by a physician's certificate which identifies the specific nature of the illness or injury, confirms the teacher's inability to perform teaching duties, and includes the estimated duration of necessary absence. Members on Worker's Compensation shall not be eligible for sick bank coverage.

Applications for sick bank coverage are to be submitted for review by a special committee comprised of teachers selected by the Association. Applications shall state the cause for the absence and expected dates of the leave. The application shall be accompanied by a note from the attending physician which clearly confirms the specific nature of the illness or injury and the expected recovery period. The committee may demand a second evaluation by another physician before determining the status of the application. The committee shall be responsible for authenticating the claim of illness or injury as well as ascertaining the eligibility for sick benefits. The bank shall be administered exclusively by the Association's committee.

The Association agrees to indemnify and hold harmless the Board, its members, employees and agents for and against any claims, grievances, actions, causes for action, or liability resulting from the Association's operation and administration of the sick leave bank, including, but not limited to, any claims based upon the Association's committee denial of a teacher's application for sick leave bank benefits.

ARTICLE IX. COMPENSATION AND FRINGE BENEFITS

A. Salary Schedules

Teachers shall normally be paid in accordance with the salary schedule guidelines attached as Appendix "A". However, the Board, upon recommendation of the Director, may hold a teacher on a step for the succeeding year in accordance with the District's evaluation procedures and receiving an "unsatisfactory" rating. When a teacher has successfully remediated such cause, as determined by the Director, he/she will be returned to his/her normal step advancement on the salary schedule. However, he/she will not be entitled to restoration of lost salary. In addition, other conditions affect movement on the salary schedule as elaborated upon in Section E, of this Article.

Teachers who have met the School Code Recertification requirements and who are not in remediation shall be paid according to the salary schedule approved in this contract. Full-time teachers will receive \$3,000 for the 2007-2008 school year, \$2,000 for the 2008-2009 school year, \$1,000 for the 2009-2010 school year. The base salary schedule used for placement of new employees shall stay the same \$35,000 during this contract. See Appendix A. Any staff member receiving enough credits to move horizontally on the schedule shall be able to have the \$1,000 added to their salary.

B. Initial Qualification-General

1. When determining initial vertical placement on the salary schedule, no more than ten (10) years shall be accepted from a combination of secondary teaching, work outside of education, and/or military service, as determined by the Director.
2. Credits shall be allowed for a full year's satisfactory teaching or work experience, or for a major fraction of a year, but shall not be allowed for a half year or less. Two thousand (2,000) hours shall be considered as a year of work experience.

C. Initial Qualification--Degreed Instructors

1. A minimum of two thousand (2,000) hours of verified work experience in the occupation taught is required.
2. Full credit shall be allowed on the salary schedule for work in the occupation taught. Work in closely related occupations may be allowed in part or in full as determined by the Director. No more than two thousand (2,000) hours shall be accepted from any calendar year.
3. A B.S. degree qualifies an instructor for Column I. Qualifications for other columns are as follows: Column II, B.S. +15 (fifteen) semester hours; Column III, Master's Degree or B.A. +30 (thirty) semester hours; Column IV, M.S. +15 (fifteen) semester hours; Column V, M.S. +30 (thirty) semester hours; Column VI, M.S. +45 semester hours.
4. No credits earned prior to the awarding of the Master's Degree shall be counted toward Column IV, V and VI.

D. Initial Qualification-Non-Degreed Instructors

1. Sixteen thousand (16,000) hours of verified work experience in the occupation taught, shall qualify an instructor for placement on the first step in Column I. Each fifteen (15) semester hours of college credit earned by the instructor, to a maximum of ninety (90) may be substituted for the two thousand (2,000) hours of work experience as determined by the Director.
2. Each two thousand (2,000) hours of verified work experience beyond those necessary to qualify for Step I on Column I shall advance the instructor one step on Column I. No more than two thousand (2,000) hours shall be accepted in any one calendar year.

E. Horizontal Movement on Salary Schedule

1. When progressing from one column on the salary schedule to the next, an instructor may advance only one step.

2. Qualifications for Column II shall continue to be fifteen (15) semester hours or its equivalent beyond the B.S. degree, or, in the case of non-degreed instructors, beyond initial qualification. Advancement from Column II shall require an additional fifteen (15) semester hours or its equivalent. Progression to Columns IV, V and VI may be made only on the basis of college credit equivalents earned from accredited institutions after award of a Master's Degree with a minimum grade B.
3. To be eligible for any salary increase as a result of additional college training or verified work experience, a teacher must secure pre-approval from the Director, in writing, of the planned changes by July 1 of each year. Evidence of having met the requirements, as deemed necessary by the Director, must be presented by November 1 each year.

F. Additional Non-Contract Employment

Instructors may be employed to provide services to the Grundy Area Vocational Center beyond the normal contract period. To initiate a request for extended employment during the school year, the instructor shall submit a letter to the Director, detailing the proposed task and specifying the amount of time requested. The Director shall review the request and either disapprove it or recommend it for approval by the Board of Control. Compensation for such extended employment shall be paid at twenty-two (\$22) per hour.

G. Professional Growth

All instructors shall be required to meet the recertification provisions of the school code. As teaching certificates have a 5 year life, it is understood that instructors will complete approximately 20% of the recertification requirements per year.

H. Insurance

The insurance plan level of coverage will remain the same Blue Cross Blue Shield for the length of this agreement. The plan may only be changed if agreed upon by the Association and the Board of Control.

At the beginning of the 2007-08 school contract year, the Grundy Area Vocational Center shall pay up to \$515 per month of the single premium of the approved group health insurance plan for each employee, and shall, in addition, pay up to \$860 per month of the family plan for those who choose that option.

At the beginning of the 2008-09 school contract year, the Center shall pay up to \$555 per month of the single premium of the approved group health insurance plan for each employee, and shall, in addition, pay up to \$920 per month of the family plan for those who choose that option.

At the beginning of the 2009-10 school contract year, the Center shall pay up to \$595 per month of the single premium of the approved group health insurance plan for each employee, and shall, in addition, pay up to \$980 per month of the family plan for those who choose that option.

*\$25,000 Term Life insurance will be provided by Board. If eligibility requirements are met, teachers may elect to purchase an additional \$25,000 of life insurance at their own expense.

*If eligibility requirements are met, teachers may elect to purchase vision insurance at their own expense.

If the insurance carrier notifies the Center of a cost increase which would cause the single premium to exceed the maximum paid by the Board, a meeting of the Association and Board representatives shall be held to discuss available alternatives. Employee enrollment in the plan is mandatory for all new employees hired after August 1, 2001.

In Lieu of single or family insurance an employee may elect to receive a cash option of \$300 per month. New employees hired after August 1, 2001 will not be allowed an option of cash in lieu of insurance.

The employee paid portion will be sheltered under Section 125 of the Internal Revenue Code.

I. Retirement

In addition to any compensation paid to the teacher pursuant to this agreement, the Board of Control shall pay for each teacher 9.4 % to TRS and .84% to THIS of such compensation to the Illinois Teacher Retirement System to be applied to the retirement account of such teacher.

J. Semester Hour Payments

Up to one hundred twenty-five (\$125) per qualifying semester hour shall be paid in accordance with the following provisions: Credits earned during the fall semester shall be paid in February. Credits earned during the spring semester and during summer school shall be paid in September, provided that the teacher is under contract with the Grundy Area Vocational Center for the new school year. Courses to be reimbursed must be approved by the Director prior to registration. Courses that apply to one's teaching area and credits earned must be presented to the Director before payment shall be made. Payments shall be made for a maximum of forty-two (42) hours per three (3) year period. If a pre-approved course is a graduate level course, a minimum of a "B" or "pass" (if the course is a pass/fail course) must be earned to qualify the course for reimbursement.

K. Pay Dates

Teachers shall be paid in twenty-six (26) bi-weekly pay periods. Deductions for TRS, THIS, Cash, Annuities and Health Insurance will be deducted in 26 payments.

L. Mileage

Teachers who have approved mileage for job-related travel shall receive reimbursement at the IRS rate per mile upon approval by the Director.

M. Compensation for Club Sponsors/CDL Licensed Bus Drivers

The compensation for club sponsors shall be \$1,500 per year.

The Board of Control recognizes the following student organizations: Health Occupations Student Association (H.O.S.A), SkillsUSA and Business Professionals Association (B.P.A). A maximum of three (3) sponsors will be appointed by the Board of Control prior to the end of each school year for the following year. The sponsors shall provide leadership and supervision as described in the Sponsor's Handbook.

To assist the sponsors, the Director may, at his discretion, approve additional chaperones, based on the number of student participants. Chaperones shall be paid \$50.00 per diem for overnight trips.

A maximum of one (1) Lead CDL Licensed Bus Driver and one (1) Alternate CDL Licensed Bus Driver will be approved by the Board of Control prior to the end of each school year for the following year. The Lead Driver shall be paid \$1,500 per year and the Alternate Driver shall be paid \$750 per year

N. Retirement Stipend

Teachers will receive a retirement stipend of \$30 per day for any unused sick leave days accumulated over 170, provided the employee has been employed with the Center for a minimum of ten (10) years. The stipend will be paid on the last day of employment if the employee has submitted his/her resignation and applied for retirement with the Teacher Retirement System.

O. Vacancies and Transfers/Reassignments

The Director will post all professional vacancies on the bulletin board in the faculty lounge and shall make every reasonable effort to put a copy in each teacher's mailbox. During the summer vacation a copy will be posted in the lounge and sent with the next payroll mailing as practical. Postings shall only include professional positions that can be filled by bargaining unit members.

Teachers requesting a transfer to a different assignment within the building shall apply in writing to the Director at the time a vacancy is posted. All vacancies will be filled at the discretion of the Director and Board of Control.

P. Early Retirement

For teachers who qualify under this early retirement benefits plan, the Board shall, for the last year of service immediately preceding retirement, increase the teacher's salary by six (6%) over the previous year's salary. This salary shall be prorated over the teacher's regular pay periods. The six (6%) salary increase shall include any negotiated teacher salary schedule increases for this period which are applicable to the retiring teacher.

If the teacher chooses to retire with two years notice prior to retirement the Board shall, for the last two (2) years of service immediately preceding retirement, increase the teacher's salary by six (6%) over the previous year's salary. The six (6%) salary increase shall include any negotiated teacher salary schedule increases for this period which are applicable to the retiring teacher.

If the teacher chooses to retire with three years notice prior to retirement the Board shall, for the last three (3) years of service immediately preceding retirement, increase the teacher's salary by six (6%) over the previous year's salary. The six (6%) salary increase shall include any negotiated teacher salary schedule increases for this period which are applicable to the retiring teacher.

If the teacher chooses to retire with four years notice prior to retirement the Board shall, for the last four (4) years of service immediately preceding retirement, increase the teacher's salary by six (6%) over the previous year's salary. The six (6%) salary increase shall include any negotiated teacher salary schedule increases for this period which are applicable to the retiring teacher.

Qualifications and Limitations

To be eligible for these early retirement benefits, a teacher must comply with all the following requirements and limitations:

1. The teacher must be eligible and apply for early retirement without discount (ER)) under the Illinois Teacher's Retirement System and receive an immediate retirement benefit;
2. The teacher must have a minimum of ten (10) years of continuous service with the Grundy Area Vocational Center upon completion of their final school year employment.
3. The teacher must have a minimum of twenty (20) years of TRS creditable service upon completion of their final school year of employment.
4. To participate in this early retirement plan and receive benefits hereunder, the teacher must submit an irrevocable letter of retirement by June 30 of the teacher's final school year of employment, by June 30 of the teacher's next to last year if retiring with two years notice, by June 30 of the third year prior to retiring, if retiring with three years notice, or by June 30 of the fourth year prior to retiring, if retiring with four years notice.
5. No teacher may participate in the early retirement benefits program unless they exempt the Board from payment of any one-time penalty or other monetary employer contribution to the Teacher's Retirement System.
6. The Board may, in its sole discretion, limit the number of teachers who retire under this plan in any year to a maximum of two (2) and who are eligible and have applied for these early retirement plan benefits. In the event of any limitations in the program, the teacher with the greatest Center seniority shall have the right to exercise their participation option; and

7. Any teacher who commences participation in their early retirement benefit plan and fails to comply with the provisions herein, shall reimburse the Center for any increased salary payments granted under this provision, including tax and pension withholdings. Upon complete reimbursement, the teacher shall be entitled to any negotiated salary increase which would otherwise have been applicable during this period.

8. If for catastrophic reasons, an employee must use his/her accumulated sick leave during this participation and therefore does not achieve the 75% TRS retirement leave, the employee will be allowed to work one additional year without penalty as per the current salary schedule.

Teachers will also receive a retirement stipend of \$30 per day for any unused sick leave days accumulated over 170, provided the employee has been employed with the Center for a minimum of ten (10) years. The stipend will be paid on the last day of employment if the employee has submitted his/her resignation and applied for retirement with the Teacher Retirement System.

ARTICLE X. EVALUATIONS

A. Evaluation Process

Evaluations shall be conducted in accordance with the Grundy Area Vocational Center's evaluation plan. The Director or his/her designee will meet annually to review the plan with the Association Officers or their designees.

ARTICLE XI. EFFECT AND DURATION OF AGREEMENT

A. Length of Agreement

The dates of the Agreement shall be from July 1, 2007 through June 30, 2010 subject to ratification by the Board of Control.

B. Content of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may be modified only through voluntary, written, mutual consent of the parties. Both parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in the Agreement. It is further agreed that negotiations will not be reopened during the term of this Agreement on any legally or contractually permissible management action except by mutual agreement. Subject matters not referred to in this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Administration prerogative.

C. Annual Salary Statement

Any individual annual salary statement shall be subject to and consistent with this Agreement.

D. Consistency with Board Policy

In the event provisions of this Agreement are incorporated into established policies of the Board, they shall be consistent with this Agreement.

E. Previous Agreements

It is agreed that this Agreement contains the full and complete content between the Board and the Association on all bargaining issues. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect.

F. Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

G. Preparation of Agreement

Within thirty (30) days of ratification of the Agreement by the parties, the Board shall have sufficient copies of the Agreement prepared and distributed to the teachers and Association. The Association shall equally split the cost of the process.

ARTICLE XII. ACCEPTANCE OF AGREEMENT

A. The Agreement shall be in effect on July 1, 2007 and shall expire, subject to the terms of this Agreement on June 30, 2010.

B. This Agreement is signed this May 24, 2007

IN WITNESS WHEREOF:

For Grundy Area Vocational Center
Education Association, IEA-NEA

For the Board of Control

Secretary

Chairman

Treasurer

Board Secretary