

Agreement Between
BOE of
Lick Creek District 16

&

Lick Creek Education Association
IEA/NEA

2023 – 2024

2024 – 2025

&

2025 – 2026

School Years

TABLE OF CONTENTS

ARTICLE 1.	RECOGNITION AND DEFINITIONS.....	page 2
ARTICLE 2.	FRAMEWORK FOR COLLECTIVE BARGAINING.....	page 3
ARTICLE 3.	EMPLOYEE RIGHTS.....	page 4
ARTICLE 4.	ASSOCIATION RIGHTS.....	page 5
ARTICLE 5.	WORK YEAR.....	page 7
ARTICLE 6.	WORKING CONDITIONS.....	page 8
ARTICLE 7.	VACANCIES AND TRANSFERS.....	page 10
ARTICLE 8.	EMPLOYEE EVALUATION.....	page 12
ARTICLE 9.	SENIORITY.....	page 15
ARTICLE 10.	LEAVES.....	page 16
ARTICLE 11.	COMPENSATION AND RELATED PROVISIONS.....	page 18
ARTICLE 12.	GRIEVANCE PROCEDURE.....	page 20
ARTICLE 13.	EFFECT OF AGREEMENT.....	page 22
ARTICLE 14.	DISSOLUTION AND ANNEXATION, COMBINATION, UNIT DISTRICT FORMATION, CONVERSION, DEACTIVATION, OR OTHER FORM OF REORGANIZATION OF THE DISTRICT.....	page 23
ARTICLE 15.	DURATION.....	page 24
APPENDIX A.....		page 25
APPENDIX B.....		page 29

ARTICLE 1

RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

The Board of Education of Lick Creek District 16, Union County, Illinois (hereinafter referred to as the "Board") recognizes the Lick Creek Education Association, IEA-NEA (hereinafter referred to as the "Association"), as the sole and exclusive bargaining representative for all regularly employed full-time and part-time certified Employees (hereinafter referred to as the "Employee" or "Bargaining Unit member") exclusive of superintendent and principal, all supervisory, managerial, confidential, and short term employees (including substitute teachers), as defined by the Illinois Educational Labor Relations Act.

1.2 PART-TIME EMPLOYEES

Part-time employees are defined as those who work less than the prescribed time as found in Article 5.2 or less than the regularly scheduled workweek. Employees included in the bargaining unit, working on other than a full-time basis, shall be provided, on a pro-rata basis, benefits and conditions specified in this Agreement.

ARTICLE 2

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 NEGOTIATION PROCEDURES

The parties shall negotiate under and abide by the Illinois Educational Labor Relations Act and its Rules and Regulations.

2.2 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be necessary/helpful.

2.3 CONTRACTUAL AMENDMENTS

The parties may modify or amend this agreement only by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to, and considered a part of this Agreement.

2.4 PRINTING OF CONTRACT, COSTS, AND DISTRIBUTION

Within thirty (30) days after the Agreement is signed, typed copies of this Agreement shall be printed with the cost being equally distributed between the Employer and the Association. Ten (10) copies of the Agreement should be distributed to the Association and seven (7) copies of the Agreement should be distributed to the Employer.

2.5 NOTICE TO ASSOCIATION

Prior to negotiations, the Association will be given a current salary schedule and be notified of the employment and salary schedule placement for each employee.

2.6 AGREEMENT

When participants reach tentative agreement on a complete contract, it shall be reduced to writing, presented to the Association for ratification and subsequently to the Board for ratification/adoption.

ARTICLE 3

EMPLOYEE RIGHTS

3.1 EMPLOYER HEARINGS/EMPLOYEE RIGHTS

- A. Right to Representation—An employee shall have the right to request an Association representative at an investigative interview that the employee reasonably fears may result in his/her formal discipline. The employee shall also have the right to request an Association representative at any follow-up meetings related to the investigation.

- B. Employee Discipline—No tenured teacher shall be given a suspension without pay or dismissed without just cause. Tenured teacher dismissals will be governed under the provisions of the Illinois School Code.

3.2 RULES AND REGULATIONS

All policies, regulations, and rules of the Employer must be readily available to the Employee. Copies of teacher handbooks and Board Policy discussing regulations and rules shall be available. The President of the Association shall be provided with one Policy Manual. Changes in existing regulations and rules shall be given to the Association President. All employees shall have access to the Policy Manual.

3.3 PERSONNEL FILE

There shall be only one personnel file. No material shall be placed in the file unless the Employee has had an opportunity to read such material. Upon written request, an employee may review his/her file in the presence of the Employer or his/her designee during times the District Office is officially open for business. Requests for reviewing personnel files in the district office should be made one day in advance to the principal. In his/her absence, the request can be made upon his/her return.

The Employee shall have the right to respond to any material which is entered into his/her file and his/her response shall be attached to the file or the disputed document in file. Upon request by the Employee, the Employer will reproduce any materials in his/her personnel file.

When the District receives a request made pursuant to the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, and the District releases any records contained within an Employee's personnel file pursuant to the request, prior to releasing the information to the third party, the District will make every effort to provide written notice to the Employee of the FOIA request and a list of personnel records that will be released.

3.4 NOTIFICATION OF ASSIGNMENT

Employees initially joining Lick Creek District #16 staff shall receive their school assignment from the Superintendent. Employees already in the system shall receive notification of their tentative assignments including the grade level and or the subjects they will teach and any unusual or special assignments no later than July 1 of the school term. In the event that there is a change of circumstances or conditions during the month of August (resignation, death, promotions, leave of absence), such assignments may be changed as required to meet the situation. In the event of such a change, the Employee affected shall be notified as soon as feasible.

ARTICLE 4

ASSOCIATION RIGHTS

4.1 PAYROLL DEDUCTIONS

A. Procedures for Membership Authorization

Proper authorization for membership payroll deductions shall be the signature of the Employee on a form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association, two weeks prior to the 1st payroll in September to be effective for such year.

B. Payment to the Association

Authorizations submitted to the Superintendent or his/her designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

4.2 MEETING NOTICES & GENERAL INFORMATION

The Association shall be granted the following:

- A. The use of District facilities for meetings with prior administrative approval.
- B. The use of Bargaining Unit member mailboxes and designated school bulletin boards for the purpose of internal communications and distribution of uncensored Association materials.
- C. An agenda for each regular Board of Education meeting shall be posted at the principal office of District #16 and at the location where the meeting is to be held at least 48 hours in advance of the holding of the meeting
- D. The Board shall make available within ten 10 business days after request the annual financial reports and audits, a register of employees, budgets, treasurer's reports, and student data when such information has or should have been a matter of public record.

4.3 SCHOOL CALENDAR

The Association may provide suggestions about the calendar in February of each year for consultation and discussion of the school calendar to be adopted by the Board.

4.4 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 or personal days. In accordance with the following:

- A. Maximum of 5 cumulative Association days
- B. The Association shall submit written requests five (5) business days in advance
- C. Not during state or federal visits, nor during state or local testing days
- D. A maximum of two representatives may be gone at one time

ARTICLE 5

WORKYEAR

5.1 SCHOOL YEAR

The school year calendar shall consist of 180 days that includes 176 student attendance days, four (4) workshop/in-service days, (105ILCS 5/3-11) and seven (7) emergency days. Unused emergency days shall not become workdays. The work year for Employees shall not exceed 180 days which shall include the four (4) workshop/in-service days or meet state minimum standards.

5.2 WORKDAY

The length of the regular workday shall be from 8:00 A.M. to 3:30 P.M. The length of the work day for all Employees shall not exceed 7.5 hours including preparation periods and lunch periods. The duty-free lunch period should be no less than 42 minutes.

Exceptions include the following:

1. IEP meetings that cannot be scheduled during school hours
2. Parent-teacher conference
3. Other emergencies which, in the opinion of the Administration, affect the health, safety or welfare of the students
4. Other circumstances in which teachers utilize their professional judgment to determine that their presence is required beyond the normal work day.

5.3 DUTY-FREE LUNCH PERIODS

Employees shall have a duty-free lunch period equal to that of the students' lunch period but no less than School Code requires. Employees may leave the school premises during this period.

5.4 BUS DUTY

The afternoon duty shall be assigned on a rotating basis to all certified staff.

5.5 PLANNING PERIODS

The Board will provide each teacher with a minimum of 200 minutes duty-free preparation time on a weekly basis for an average of 40 minutes each day. The administration and staff will determine a workable schedule to provide daily planning time. The Employer agrees not to schedule meetings or conferences that require the Employee's attendance during the Employee's preparation period. In the event that a meeting must be scheduled during an employee's planning time, some additional time in the day will be designated for that employee's planning.

ARTICLE 6

WORKING CONDITIONS

6.1 LIMIT ON EMPLOYEE'S RESPONSIBILITY

The Employer will make every effort not to require an employee to assume the responsibility of another Employee's students simultaneously with his/her own students.

6.2 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

The Employer, or designee, shall support and assist Employees with respect to the maintenance of control and discipline of students in the Employees' assigned work areas. The Employer, or designee, shall take steps to assist the Employees in respect to students who are disruptive or who repeatedly violate rules and regulations.

6.3 DISPENSING OF MEDICINE

Employees shall not be required to administer medication to students. Students shall be referred to the office where this function will occur.

6.4 SUBSTITUTES

The Board shall provide substitute teachers for all regular classroom teachers, itinerant teachers and special teachers except speech. The administration will make efforts to secure substitutes certified in the subject areas. Although the Superintendent will assume the responsibility of obtaining a substitute teacher, the Employee will assist the Superintendent in approved planned absences.

6.5 COMPLAINTS AGAINST STAFF MEMBERS

It is the duty of the administration to investigate and to determine the validity of complaints brought to their attention. If the complaint has merit, the administrator needs to notify the employee that a complaint is being investigated, obtain the employee's input and consult with and provide suggestions to the employee to help solve the problem.(as per the parent-student handout). In order to come to resolution about a particular educational concern, a complainant needs to contact the employee to address the concern and/or setup an appointment with said employee. If no resolution is reached, the parent may address the concern with the Superintendent, preferably with the employee present.

6.6 STAFF MEETINGS

The Association and Board recognize the need for having staff meetings.

- A. Building meetings shall follow a regularly scheduled early dismissal day. Emergency meetings

may be called when necessary.

- B. In-service meetings shall not be held outside the established school calendar, except instances in which employees are reimbursed.
- C. Attendance at building meetings and in-service meetings are part of each employee's expected work duties. The meetings will be scheduled to end by 3:30 p.m.

6.7 PHYSICAL FACILITIES

The District will supply the appropriate items for classroom instruction to include access to the main copier before, during, and after school.

6.8 PARENT-TEACHER CONFERENCES

Upon request of the Employee, the Superintendent will attend any parent-teacher conference if the Employee feels threatened physically, emotionally, or legally.

ARTICLE 7

VACANCIES & TRANSFERS

7.1 DEFINITION OF VACANCY

A vacancy shall be defined as a position within the bargaining unit presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future. Open positions created because of a leave of absence shall not be considered a vacancy unless the leave of absence exceeds one year.

7.2 POSTING VACANCIES

The Superintendent shall post vacancy positions in the school office on the bulletin board. Internal posting must occur concurrently to external posting. In the event of an emergency, such as a mid-year vacancy, a simultaneous posting may occur. The Employer will make every effort to ensure each vacancy has been posted for at least ten (10) calendar days prior to filling. Such postings shall contain the following information:

1. Type of work
2. Starting date
3. Relevant pay information
4. Hours to be worked
5. Job Description
6. Requisite Qualifications

Current employees who are interested shall make written application with a letter to the Superintendent.

7.3 SUMMER NOTIFICATION

Notification of vacancies that occur over the summer shall be mailed or e-mailed to all certified Employees' (including any Bargaining Unit member on Reduction In Force status) summer mailing addresses.

7.4 DEFINITION OF TRANSFER

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including changes in classification, position, or assignment.

7.5 INVOLUNTARY TRANSFERS

Employees who are involuntarily transferred shall be notified of the proposed assignment during a conference with the Superintendent. During this conference, the Employee will be advised of the position to which he/she is assigned and the basis for the assignment.

ARTICLE 8

EMPLOYEE EVALUATION

8.1 PERA IMPLEMENTATION

The provisions contained in this Article shall remain in full force and effect until they are bargained after PERA implementation for the district except that any provision in this contract that is in conflict with PERA or with an agreement reached by the PERA committee or as a result of interim bargaining on evaluation shall be null and void and the conflicting PERA committee agreement or interim bargained agreement shall control and shall negate the contract language with which it is in conflict or with which it is inconsistent.

8.2 NON-SUBSTANTIATED COMPLAINTS

Non-substantiated complaints or anonymous complaints shall not be used in the evaluation process.

8.3 UNIFORM EMPLOYEE DISCIPLINE

Rules and regulations governing Employee conduct shall be reasonable, and enforcement of Employee discipline shall be fair and uniformly enforced without personal bias.

8.4 PERA COMMITTEE

In accordance with the Performance Evaluation Reform Act of 2010 (PERA), a PERA committee must be formed composed of equal representation by the district and its teachers, or where applicable, the exclusive bargaining representative of its teachers. Decisions will be made by consensus and must conform to PERA.

8.5 EVALUATION SUMMATIVE RATINGS

The evaluation summative rating shall include four categories: Excellent, Proficient, Needs Improvement, and Unsatisfactory.

8.6 POST EVALUATION CONFERENCE

Within ten (10) school days following the evaluation observation, a conference shall be held between the employee and the evaluator at a time that is mutually convenient to both of them. The purpose of the conference is to discuss any noteworthy strengths and/or areas of concern. A description of these areas, with supporting reasons, will be written as comments on each summative evaluation. Additionally, the evaluator shall give specific reasons in writing as to how the employee can attempt to eliminate or reverse any areas of concern; when warranted, a professional development plan will be written. The employee who receives less than an excellent evaluation may request a teacher mentor and/or request professional development observation days of master teachers in other districts. Evaluations should be completed at least 60 days before the end of the school year. A period of 45 calendar days should be allowed between evaluations of non-tenured teachers to allow opportunity for remediation.

8.7 EMPLOYEE'S RIGHT TO RESPOND

Following the post-evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed.

An Employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the Employee's comments are to be placed in the Employee's personnel file. The immediate supervisor will sign the Employee's response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor.

8.8 SENATE BILL 7 AND PERA

The Lick Creek Education Association and the Lick Creek Board of Education mutually agree to bargain issues related to the implementation of the School Reform Senate Bill 7 and House Bill 1197. Both parties mutually agree to formally bargain possible modifications to the collective bargaining agreement regarding issues pertaining only to the implementation of the above legislation and for no other purpose.

8.9 FAILURE TO EVALUATE

Failure to evaluate certified personnel in the year they are to be evaluated will result in an overall rating of Excellent. The administration will work with the teacher to select dates for evaluation. Any teacher who is not evaluated for the first evaluation by January 15th must inform the board at the January School Board meeting that an evaluation has not taken place. Any non-tenured teacher not evaluated for the second time by March 15th must inform the school board by the March Board Meeting.

8.10 UNSATISFACTORY EVALUATION RATING APPEAL

A teacher who has received an unsatisfactory rating on his/her summative evaluation shall have the right to appeal the rating. The request for the appeal shall be made within **15** school days of the teacher's receipt of the summative evaluation. The teacher shall state the basis for the appeal and identify the evidence that supports the appeal.

Grounds for an appeal include procedural violations, inaccurate attribution of data, and/or inaccurate collection of evidence. The appeal committee shall be made up of three **qualified** members appointed by the **district-joint committee**, but no one involved in evaluating the appealing teacher shall be appointed to the committee. All members of the appeal committee shall be **qualified evaluators** as **defined in 105 ILCS 5/24A** and trained on the use of the Danielson Framework and the collection of evidence.

The appeal committee shall meet to consider the appeal within ten school days of receipt of the appeal request. In addition to the written appeal, the teacher may address and provide evidence to the review committee in person. The teacher may be accompanied by a union representative when addressing the committee.

When considering an appeal, the committee will

1. **Assess the original rating** and review the documentation to ensure all of the state, joint committee, and contractual procedures were appropriately followed during the evaluation.
2. The employer shall provide the teacher and the union with all evidence used by the qualified evaluator to determine the summative rating. The appeal committee shall review the evidence set forth in the summative evaluation to ensure (1) it is evidence and not opinion, interpretation, or bias; and (2) the chosen rubric was used to determine the performance for each domain based on the collected evidence.
3. Compare the performance rating to the student growth rating. These should not be significantly different (e.g., if a teacher was rated as proficient under the performance component the teacher should not be needs improvement under the growth component). If a teacher is proficient when observed in the classroom, then proficient teaching should logically result in student growth.
4. If procedures set forth by the district evaluation plan and/or collective bargaining agreement were not followed, if opinion, interpretation, or bias is found within the evidence, or there is a significant difference between the performance and growth ratings then the teacher will receive a rating of proficient.

If the appeal committee determines that there are significant procedural violations in the teacher's evaluation or there is insufficient evidence to support the "unsatisfactory" rating, the committee shall have the authority by a majority vote of the committee to overturn the teacher's unsatisfactory rating. If the committee overturns the rating, the committee shall have the authority to revise the rating as the committee deems appropriate. The appeal process must conclude within 30 school days after the panel receives the teacher's written request for appeal.

An appeal shall not delay the development and implementation of a remediation plan.

ARTICLE 9

SENIORITY

9.1 DEFINITION OF SENIORITY

Seniority shall be defined as the length of service within the district in a position requiring certification. Accumulation of seniority shall begin from the Employee's date of hire in a position requiring certification.

9.2 MAINTAINING AND POSTING OF SENIORITY LISTS

The Board shall prepare and distribute to each Employee a listing of the seniority rank of all tenured teachers in the school district by January 15 of each school term. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any Employee disagreeing with their seniority placement shall respond, in writing, to the Superintendent and the Association President within 30 work days after the effective date of the posting.

9.3 LOSS OF SENIORITY

Employees shall forfeit all seniority upon occurrence of any of the following:

- A. Resignation
- B. Dismissal for Cause
- C. Retirement
- D. Being on layoff for a period of time equal to seniority at the time of layoff or for more than two (2) years.

9.4 BREAKING OF TIES

The breaking of ties shall be determined by the following:

- A. If the years of continuous tenured service are equal between two or more teachers, seniority shall be determined by total years of teaching within the district.
- B. If total years of teaching within the district are equal between two or more teachers, seniority shall be determined by total years of teaching service both in and outside the district.
- C. If total years of teaching service both in and outside the district are equal between two or more teachers, seniority shall be determined by the teacher's advanced educational status.

ARTICLE 10

LEAVES

10.1 SICK LEAVE

Full-time Employees shall be entitled to a normal annual sick leave described below credited at the beginning of the school year, with full pay, to be used for personal illness, quarantine at home, serious illness or death in the immediate family or household or birth, adoption or placement for adoption (as defined in Section 24-6 of the School Code). Sick leave shall accumulate up to 350. All days that are credited by the District are useable by the Employee. (As defined in Public Act 92-0867).

<u>Years of District Service</u>	<u>Normal Annual Allotment</u>	<u>Minimum TRS Threshold Eligibility</u>
0-3 years	11 days	
4-10 years	15 days	
11 years and over	16 days	

After an employee uses seven consecutive days of sick leave or shows a pattern of absence, the administration may require a physician's certificate.

Employees may use up to three (3) sick days, per incident, for leave connected with the attending of funerals.

Attendance Incentive: If an employee uses only 1 day of sick leave during the school year, he/she will be eligible for a one-time \$300 bonus. If an employee uses 2 days of sick leave during the school year, he/she will be eligible for a one-time \$200 bonus. If an employee uses 3 days of sick leave during the school year, he/she will be eligible for a one-time \$100 bonus. All bonuses will be paid at the end of the school year.

10.2 PERSONAL LEAVE

At the beginning of each school year, each Employee shall be credited with four (4) days to be used for personal business. Unused personal days shall accumulate to six (6). If at any point personal days exceed six (6), they will accumulate as sick leave. A personal business day may be used for any purpose at the discretion of the Employee. An Employee planning to use a personal business leave day or days shall notify the Superintendent at least three (3) days in advance, except in cases of emergency. The Board has the right to limit the number of personal leave requests on a particular day.

10.3 PROFESSIONAL LEAVE

Employees of the school district are encouraged to attend workshops, conferences, or seminars that will enable them to become better teachers. Teachers will be allowed to request up to two professional development activities of their choosing per school year. Such days may be spent at workshops, conventions, conferences, school visitations, or other activities that will benefit the school district and professional development of the individual teacher. The Board of Education shall pay for substitutes and mileage at the current IRS rate or provide substitute adequate transportation.

Teachers may also attend workshops where expenses are covered under grant/and or title monies. These workshops shall be in addition to the two workshops referenced above.

Workshops held by the Regional Superintendent will not count toward the two professional leave days.

10.4 JURY DUTY AND OTHER RELATED APPEARANCES

Any Employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. Any monies received for such services other than transportation will be given to the Board of Education.

10.5 PERSONAL/SICK DAY NOTICE

By September 1, the Employer will notify each employee in writing of his/her current step, salary, school board monthly insurance contribution, total number of sick leave days (unused + current school year) and personal leave days (unused + current school year).

ARTICLE 11

COMPENSATION AND RELATED PROVISIONS

11.1 SALARY SCHEDULE

The salary schedule and extra duty schedule shall be set forth in Appendices A and B which are attached to and incorporated in this agreement. In the event that multi-grade classrooms are implemented, the salary will be increased by a stipend of \$7,500 for the first year and \$10,000 for the second year for the same employee. All multi-grade classroom shall include a half time aide.

11.2 BOARD PAID RETIREMENT

A. The Employer shall pay 9.4% (multiplier .103753) of the Employee's contribution to the Teachers' Retirement System. If the State of Illinois increases the Employee's contribution to TRS, both parties agree to formally bargain possible modifications to the collective bargaining agreement regarding increases to the Board paid portion of the Employee's contribution to TRS. If the State of Illinois requires the Board to contribute to TRS above 2011-2012 levels, any increase contribution greater than 3% of the Employee's Salary, will result in equal reduction of the Board/Employer contribution of 9.4%.

B. The Employer agrees to pay the Employee's contribution to the TRS for the Teachers' Health Insurance Security fund. (T.H.I.S)

C. If a LCEA member is selected for any of the following coaching positions: baseball, softball, boys' basketball, girls' basketball, volleyball, cheerleading sponsor, pompoms sponsor, athletic director, and track, the Board will pay the employee part of TRS and THIS on the creditable earnings.

11.3 PAYMENT PROCEDURES

Beginning August 22, 2014, salaries will be paid in 26 equal installments on every other Friday and will be paid with electronic deposit if the employee so chooses.

11.4 INSURANCE

A. The Board shall contribute the following for each full time employee with the health premiums for those full-time employees who elect to participate in the individual coverage offered by the Board:

1. Less than five complete years in the district \$400/month
2. Six through ten years in the district \$450/month
3. Eleven and over years in the district \$500/month

B. An insurance committee comprised of Association members and District 16 Administrators shall bargain/recommend the insurance carrier, benefits, and funding for all insurance coverage-

11.5 MILEAGE

Employees will be reimbursed at the current IRS rate per mile for transportation to approved professional meetings. Additional payments will be made when asked by the Board or administration to perform additional duties requiring travel.

11.6 EXTRA-CURRICULAR JOBS

If during the term of the agreement the Board shall create any additional supplemental jobs, the rate of pay shall be determined by negotiations between the Board and Association.

Supplemental pay shall be added to the Employee's salary and paid in one lump sum in the month following the completion of that particular assignment.

11.7 RETIREMENT INCENTIVE

- A. Any Employee who has worked a minimum of sixteen (16) years in the District and is eligible to retire from the Illinois Teachers Retirement System shall be eligible for a retirement bonus providing there is no TRS penalty for the district.
- B. An Employee giving up to four years' notice of intent to retire will receive a bonus in the amount of six thousand dollars (\$6000).
- C. This retirement bonus may be paid according to the following procedures:
 - 1. For each year of the notice period, a calculation will be made comparing the Employee's creditable earnings of the immediately previous year with his/her creditable earnings of the current year. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the bonus necessary to increase his/her creditable earnings to 106% shall be paid to the Employee in his/her regular paychecks during the school year.
 - 2. If the balance of the bonus is less than the amount needed to increase the Employee's creditable earnings to 106%, then only the remaining bonus amount will be paid to the Employee as creditable earnings in his/her regular paychecks during the school year.
 - 3. In the event the entire bonus due the Employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the Employee as a post-retirement severance payment. Such payment shall be made within ten (10) days after the Employee's last workday and/or receipt of his/her last paycheck, whichever comes last. This severance pay will not be treated as TRS creditable earnings.
- D. In the event that legislative action by the state of Illinois would change the rules of the teacher retirement system of Illinois during the term of this agreement and would impose additional cost on the board as a result of paying this bonus, then that portion of this contract to which that change refers shall be reopened in mid-term bargaining, subject to the application of any statutory or regulatory grandfather provisions.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 DEFINITIONS

A grievance shall be any claim by the Association, an Employee, or group of Employees that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

- A. All time limits consist of school days except when a grievance is submitted fewer than ten days before the close of the current school term. Then time limits shall consist of all weekdays Monday through Friday when the Administrative office is officially open for business.

12.2 PROCEDURES

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

STEP 1 The Association, an individual employee, or group of employees shall present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance.

The Association's representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within ten (10) days of the meeting, the Association and the grievant shall be provided with the supervisor's written response, including the reasons for the decision.

The written grievance shall state the nature of the claim, shall note the clause(s) of the agreement allegedly violated, and shall state the remedy requested. The Association's representative and the grievant shall be provided with the Superintendent's written response, including reasons for the decision.

STEP 2 If the grievance is not resolved at Step I, the Association may refer the grievance to the Board of Education within thirty (30) days after the receipt of the Step I answer. The Board of Education shall arrange with the Association representative, for a meeting to take place within ten (10) days of the Board of Education's (or Superintendent acting as the Board's designee) receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Board of Education's written response, including the reasons for the decision.

STEP 3 If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. Should the need arise for arbitration, the American Arbitration Association (AAA) will be the arbitration services utilized.

12.3 CLASS GRIEVANCE

Class grievances involving one or more Employees or one or more supervisors, and grievances involving an administrator may be initially filed by the Association at Step II.

12.4 NO REPRISALS CLAUSE

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

12.5 FAILURE TO ACT

The failure of the grievant(s) or the Association to act on any grievance within the prescribed time limits shall bar further appeal.

12.6 GRIEVANCE WITHDRAWAL

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

12.7 NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

12.8 EXPEDITED ARBITRATION

The Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules if agreed by both parties.

12.9 COSTS

The fees and the expenses of the arbitrator shall be shared equally by both parties.

12.10 COURT REPORTER

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

12.11 POSTPONEMENT

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

12.12 SETTLEMENT

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

ARTICLE 13

EFFECT OF AGREEMENT

13.1 CONTRACTUAL AMENDMENTS

This agreement may be altered, changed, added to, deleted from, or modified through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement

13.2 INDIVIDUAL CONTRACTS

There shall be no individually bargained contracts. Any Bargaining Unit positions created on a temporary basis shall first be bargained with the Association. If a position is created on an emergency basis, this position will be bargained with the Association as soon as possible.

13.3 SAVINGS CLAUSE

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

13.4 NO STRIKE PROVISION

The Association agrees that it will not strike during the terms of this Agreement.

ARTICLE 14

DISSOLUTION AND ANNEXATION, COMBINATION, UNIT DISTRICT FORMATION, CONVERSION, DEACTIVATION, OR OTHER FORM OF REORGANIZATION OF THE DISTRICT

14.1 DISSOLUTION AND ANNEXATION, COMBINATION, UNIT DISTRICT FORMATION, CONVERSION, DEACTIVATION, OR OTHER FORMS OF REORGANIZATION OF THE DISTRICT

This Agreement shall be binding upon the Board and its successor personnel and upon any school District into which or with which this District or its territory shall be, in whole or part, annexed, combined, converted, deactivated or otherwise reorganized and the Lick Creek Education Association. All Bargaining Unit Members on non-probationary status at the time of the commencement of the annexation, combination, conversion, or other reorganization process shall be transferred as provided by the Illinois School Code and/or this agreement and have their non-probationary status recognized by the successor Board of Education.

All rights accrued by Bargaining Unit Members under this Agreement or under the School Code of Illinois shall be assumed and recognized by the successor Board of Education. No Bargaining Unit Member shall be adversely affected by a change in hours, wages, terms or conditions of employment in the existing Agreement (including, but not limited to, seniority, salary, fringe benefits, transfer rights, maintenance of standards, layoff and recall, and assignment provisions) as a result of any annexation, combination, deactivation, or other reorganization.

The positions of teachers in contractual continued service (tenured) in the Districts involved are transferred to the newly created district.

If there are any unique problems created by an annexation, combination, conversion, deactivation or other reorganization which cannot be addressed or resolved by this provision and other portions of the agreement, then such unresolved issues shall be negotiated in order to modify or supplement this agreement, or to address issues created by such annexation, combination, conversion, deactivation or other reorganization.

ARTICLE 15
DURATION

15.1 DURATION

This Agreement shall be effective on the first Employee workday of the 2023-2024 school term, or the date on which full agreement is reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 P.M. on the day preceding the first Employee workday of the 2026-2027 school term.

LICK CREEK EDUCATION ASSOCIATION

BOARD OF EDUCATION

President

President

LICK CREEK EDUCATION ASSOCIATION

BOARD OF EDUCATION

Secretary

Secretary

Date _____

Date _____

APPENDIX A

School Year Salary Schedule – The salary schedule for the next three (3) school years are as follows:

1. 2023-2024 – an increase of 5% on the base and \$500 step
Add a step to the salary schedule.
2. 2024-2025 – an increase of 4.5% on the base and \$500 step
Add a step to the salary schedule.
3. 2025-2026 – an increase of 4.5% on the base and \$500 step
Add a step to the salary schedule.

**Lick Creek CCSD #16
2023-2024 Salary Schedule**

Step	BS	TRS	TRS C.E.*	MS	TRS	TRS C.E.*
0	\$ 36,589	\$ 3,618.72	\$ 40,207.98	\$ 37,254	\$ 3,684.48	\$ 40,938.68
1	\$ 37,089	\$ 3,668.17	\$ 40,757.43	\$ 37,754	\$ 3,733.93	\$ 41,488.13
2	\$ 37,589	\$ 3,717.62	\$ 41,306.88	\$ 38,254	\$ 3,783.38	\$ 42,037.58
3	\$ 38,089	\$ 3,767.07	\$ 41,856.34	\$ 38,754	\$ 3,832.83	\$ 42,587.03
4	\$ 38,589	\$ 3,816.52	\$ 42,405.79	\$ 39,254	\$ 3,882.28	\$ 43,136.48
5	\$ 39,089	\$ 3,865.97	\$ 42,955.24	\$ 39,754	\$ 3,931.73	\$ 43,685.93
6	\$ 39,589	\$ 3,915.42	\$ 43,504.69	\$ 40,254	\$ 3,981.18	\$ 44,235.38
7	\$ 40,089	\$ 3,964.87	\$ 44,054.14	\$ 40,754	\$ 4,030.63	\$ 44,784.83
8	\$ 40,589	\$ 4,014.32	\$ 44,603.59	\$ 41,254	\$ 4,080.08	\$ 45,334.28
9	\$ 41,089	\$ 4,063.77	\$ 45,153.04	\$ 41,754	\$ 4,129.53	\$ 45,883.73
10	\$ 41,589	\$ 4,113.22	\$ 45,702.49	\$ 42,254	\$ 4,178.98	\$ 46,433.18
11	\$ 42,089	\$ 4,162.67	\$ 46,251.94	\$ 42,754	\$ 4,228.43	\$ 46,982.63
12	\$ 42,589	\$ 4,212.12	\$ 46,801.39	\$ 43,254	\$ 4,277.88	\$ 47,532.08
13	\$ 43,089	\$ 4,261.57	\$ 47,350.84	\$ 43,754	\$ 4,327.33	\$ 48,081.53
14	\$ 43,589	\$ 4,311.02	\$ 47,900.29	\$ 44,254	\$ 4,376.78	\$ 48,630.98
15	\$ 44,089	\$ 4,360.47	\$ 48,449.74	\$ 44,754	\$ 4,426.24	\$ 49,180.43
16	\$ 44,589	\$ 4,409.92	\$ 48,999.19	\$ 45,254	\$ 4,475.69	\$ 49,729.89
17	\$ 45,089	\$ 4,459.37	\$ 49,548.64	\$ 45,754	\$ 4,525.14	\$ 50,279.34
18	\$ 45,589	\$ 4,508.82	\$ 50,098.09	\$ 46,254	\$ 4,574.59	\$ 50,828.79
19	\$ 46,089	\$ 4,558.27	\$ 50,647.54	\$ 46,754	\$ 4,624.04	\$ 51,378.24
20	\$ 46,589	\$ 4,607.73	\$ 51,196.99	\$ 47,254	\$ 4,673.49	\$ 51,927.69
21	\$ 47,089	\$ 4,657.18	\$ 51,746.44	\$ 47,754	\$ 4,722.94	\$ 52,477.14
22	\$ 47,589	\$ 4,706.63	\$ 52,295.89	\$ 48,254	\$ 4,772.39	\$ 53,026.59
23	\$ 48,089	\$ 4,756.08	\$ 52,845.35	\$ 48,754	\$ 4,821.84	\$ 53,576.04
24	\$ 48,589	\$ 4,805.53	\$ 53,394.80	\$ 49,254	\$ 4,871.29	\$ 54,125.49
25	\$ 49,089	\$ 4,854.98	\$ 53,944.25	\$ 49,754	\$ 4,920.74	\$ 54,674.94
26	\$ 49,589	\$ 4,904.43	\$ 54,493.70	\$ 50,254	\$ 4,970.19	\$ 55,224.39
27				\$ 50,754	\$ 5,019.64	\$ 55,773.84
28				\$ 51,254	\$ 5,069.09	\$ 56,323.29
29				\$ 51,754	\$ 5,118.54	\$ 56,872.74
30				\$ 52,254	\$ 5,167.99	\$ 57,422.19

* C.E. = Creditable Earnings (figured at FY18 TRS rate)

**The District also pays the Employee contributions to the Teachers' Health Insurance Security (THIS) Fund. This rate changes from year to year.

**Lick Creek CCSD #16
2024-2025 Salary Schedule**

Step	BS	TRS	TRS C.E.*	MS	TRS	TRS C.E.*
0	\$ 38,236	\$ 3,781.56	\$ 42,017.34	\$ 38,931	\$ 3,850.28	\$ 42,780.92
1	\$ 38,736	\$ 3,831.01	\$ 42,566.79	\$ 39,431	\$ 3,899.73	\$ 43,330.37
2	\$ 39,236	\$ 3,880.46	\$ 43,116.24	\$ 39,931	\$ 3,949.18	\$ 43,879.82
3	\$ 39,736	\$ 3,929.91	\$ 43,665.69	\$ 40,431	\$ 3,998.63	\$ 44,429.27
4	\$ 40,236	\$ 3,979.36	\$ 44,215.15	\$ 40,931	\$ 4,048.08	\$ 44,978.72
5	\$ 40,736	\$ 4,028.81	\$ 44,764.60	\$ 41,431	\$ 4,097.53	\$ 45,528.17
6	\$ 41,236	\$ 4,078.26	\$ 45,314.05	\$ 41,931	\$ 4,146.98	\$ 46,077.62
7	\$ 41,736	\$ 4,127.71	\$ 45,863.50	\$ 42,431	\$ 4,196.43	\$ 46,627.07
8	\$ 42,236	\$ 4,177.16	\$ 46,412.95	\$ 42,931	\$ 4,245.88	\$ 47,176.52
9	\$ 42,736	\$ 4,226.61	\$ 46,962.40	\$ 43,431	\$ 4,295.33	\$ 47,725.97
10	\$ 43,236	\$ 4,276.06	\$ 47,511.85	\$ 43,931	\$ 4,344.78	\$ 48,275.42
11	\$ 43,736	\$ 4,325.51	\$ 48,061.30	\$ 44,431	\$ 4,394.23	\$ 48,824.87
12	\$ 44,236	\$ 4,374.96	\$ 48,610.75	\$ 44,931	\$ 4,443.69	\$ 49,374.32
13	\$ 44,736	\$ 4,424.41	\$ 49,160.20	\$ 45,431	\$ 4,493.14	\$ 49,923.77
14	\$ 45,236	\$ 4,473.86	\$ 49,709.65	\$ 45,931	\$ 4,542.59	\$ 50,473.22
15	\$ 45,736	\$ 4,523.31	\$ 50,259.10	\$ 46,431	\$ 4,592.04	\$ 51,022.68
16	\$ 46,236	\$ 4,572.77	\$ 50,808.55	\$ 46,931	\$ 4,641.49	\$ 51,572.13
17	\$ 46,736	\$ 4,622.22	\$ 51,358.00	\$ 47,431	\$ 4,690.94	\$ 52,121.58
18	\$ 47,236	\$ 4,671.67	\$ 51,907.45	\$ 47,931	\$ 4,740.39	\$ 52,671.03
19	\$ 47,736	\$ 4,721.12	\$ 52,456.90	\$ 48,431	\$ 4,789.84	\$ 53,220.48
20	\$ 48,236	\$ 4,770.57	\$ 53,006.35	\$ 48,931	\$ 4,839.29	\$ 53,769.93
21	\$ 48,736	\$ 4,820.02	\$ 53,555.80	\$ 49,431	\$ 4,888.74	\$ 54,319.38
22	\$ 49,236	\$ 4,869.47	\$ 54,105.25	\$ 49,931	\$ 4,938.19	\$ 54,868.83
23	\$ 49,736	\$ 4,918.92	\$ 54,654.70	\$ 50,431	\$ 4,987.64	\$ 55,418.28
24	\$ 50,236	\$ 4,968.37	\$ 55,204.16	\$ 50,931	\$ 5,037.09	\$ 55,967.73
25	\$ 50,736	\$ 5,017.82	\$ 55,753.61	\$ 51,431	\$ 5,086.54	\$ 56,517.18
26	\$ 51,236	\$ 5,067.27	\$ 56,303.06	\$ 51,931	\$ 5,135.99	\$ 57,066.63
27	\$ 51,736	\$ 5,116.72	\$ 56,852.51	\$ 52,431	\$ 5,185.44	\$ 57,616.08
28				\$ 52,931	\$ 5,234.89	\$ 58,165.53
29				\$ 53,431	\$ 5,284.34	\$ 58,714.98
30				\$ 53,931	\$ 5,333.79	\$ 59,264.43

* C.E. = Creditable Earnings (figured at FY18 TRS rate)

**The District also pays the Employee contributions to the Teachers' Health Insurance Security (THIS) Fund. This rate changes from year to year.

**Lick Creek CCSD #16
2025-2026 Salary Schedule**

Step	BS	TRS	TRS C.E.*	MS	TRS	TRS C.E.*
0	\$ 39,956	\$ 3,951.73	\$ 43,908.12	\$ 40,683	\$ 4,023.54	\$ 44,706.06
1	\$ 40,456	\$ 4,001.18	\$ 44,457.57	\$ 41,183	\$ 4,072.99	\$ 45,255.51
2	\$ 40,956	\$ 4,050.63	\$ 45,007.02	\$ 41,683	\$ 4,122.44	\$ 45,804.96
3	\$ 41,456	\$ 4,100.08	\$ 45,556.48	\$ 42,183	\$ 4,171.89	\$ 46,354.41
4	\$ 41,956	\$ 4,149.53	\$ 46,105.93	\$ 42,683	\$ 4,221.34	\$ 46,903.86
5	\$ 42,456	\$ 4,198.98	\$ 46,655.38	\$ 43,183	\$ 4,270.79	\$ 47,453.31
6	\$ 42,956	\$ 4,248.43	\$ 47,204.83	\$ 43,683	\$ 4,320.24	\$ 48,002.76
7	\$ 43,456	\$ 4,297.88	\$ 47,754.28	\$ 44,183	\$ 4,369.70	\$ 48,552.21
8	\$ 43,956	\$ 4,347.33	\$ 48,303.73	\$ 44,683	\$ 4,419.15	\$ 49,101.66
9	\$ 44,456	\$ 4,396.78	\$ 48,853.18	\$ 45,183	\$ 4,468.60	\$ 49,651.11
10	\$ 44,956	\$ 4,446.23	\$ 49,402.63	\$ 45,683	\$ 4,518.05	\$ 50,200.56
11	\$ 45,456	\$ 4,495.68	\$ 49,952.08	\$ 46,183	\$ 4,567.50	\$ 50,750.01
12	\$ 45,956	\$ 4,545.13	\$ 50,501.53	\$ 46,683	\$ 4,616.95	\$ 51,299.47
13	\$ 46,456	\$ 4,594.58	\$ 51,050.98	\$ 47,183	\$ 4,666.40	\$ 51,848.92
14	\$ 46,956	\$ 4,644.03	\$ 51,600.43	\$ 47,683	\$ 4,715.85	\$ 52,398.37
15	\$ 47,456	\$ 4,693.49	\$ 52,149.88	\$ 48,183	\$ 4,765.30	\$ 52,947.82
16	\$ 47,956	\$ 4,742.94	\$ 52,699.33	\$ 48,683	\$ 4,814.75	\$ 53,497.27
17	\$ 48,456	\$ 4,792.39	\$ 53,248.78	\$ 49,183	\$ 4,864.20	\$ 54,046.72
18	\$ 48,956	\$ 4,841.84	\$ 53,798.23	\$ 49,683	\$ 4,913.65	\$ 54,596.17
19	\$ 49,456	\$ 4,891.29	\$ 54,347.68	\$ 50,183	\$ 4,963.10	\$ 55,145.62
20	\$ 49,956	\$ 4,940.74	\$ 54,897.13	\$ 50,683	\$ 5,012.55	\$ 55,695.07
21	\$ 50,456	\$ 4,990.19	\$ 55,446.58	\$ 51,183	\$ 5,062.00	\$ 56,244.52
22	\$ 50,956	\$ 5,039.64	\$ 55,996.03	\$ 51,683	\$ 5,111.45	\$ 56,793.97
23	\$ 51,456	\$ 5,089.09	\$ 56,545.49	\$ 52,183	\$ 5,160.90	\$ 57,343.42
24	\$ 51,956	\$ 5,138.54	\$ 57,094.94	\$ 52,683	\$ 5,210.35	\$ 57,892.87
25	\$ 52,456	\$ 5,187.99	\$ 57,644.39	\$ 53,183	\$ 5,259.80	\$ 58,442.32
26	\$ 52,956	\$ 5,237.44	\$ 58,193.84	\$ 53,683	\$ 5,309.25	\$ 58,991.77
27	\$ 53,456	\$ 5,286.89	\$ 58,743.29	\$ 54,183	\$ 5,358.71	\$ 59,541.22
28	\$ 53,956	\$ 5,336.34	\$ 59,292.74	\$ 54,683	\$ 5,408.16	\$ 60,090.67
29				\$ 55,183	\$ 5,457.61	\$ 60,640.12
30				\$ 55,683	\$ 5,507.06	\$ 61,189.57

* C.E. = Creditable Earnings (figured at FY18 TRS rate)

**The District also pays the Employee contributions to the Teachers' Health Insurance Security (THIS) Fund. This rate changes from year to year.

APPENDIX B

- A. Jobs are defined as any assignments(s) that are in addition to the normal work schedule.
- B. Jobs related to instruction.

Beta Sponsor	\$900.00*
Yearbook	\$900.00
Scholar Bowl	\$900.00
Eighth Grade Sponsor	\$900.00
FFA Sponsor	\$900.00
4 th /5 th Grade Springfield Fieldtrip (every other year)	\$300.00 per teacher

*The sponsor will receive a \$300 bonus if students go to Nationals.