

# **Central Community Unit School District 301**

## **Teacher/Board Master Contract**

**For School Years:**

**2017-2018**

**2018-2019**

**2019-2020**

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## Preamble

The members of the Central Education Association, Administration, and the Board of Education acknowledge and celebrate our differences because they enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district depends on our ability to work well together, which we further believe is critical for the preservation and improvement of public education in Central District 301.

To build our working relationship and create a climate of trust, we pledge to do the following:

- Respect one another
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize and value each others' needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize and value the dignity, contributions, and responsibilities of each other
- Build a shared vision

We recognize that it is our responsibility to educate new members of the stakeholder groups in the history and culture of our commitment to a collaborative relationship. We will regularly assess our progress in implementing our commitment, so that we can continue to better honor the spirit of this agreement.

## **Article I**

### **RECOGNITION**

#### **1.1 Representation**

The Board of Education of Central Community Unit School District 301, Kane and DeKalb Counties, Burlington, Illinois, hereinafter referred to as the "Board," recognizes Central Education Association IEA/NEA, hereinafter referred to as the "Association," as the sole negotiating agent for all regularly employed personnel filling positions requiring a professional certificate (with the exception of all personnel with an administrative or supervisory assignment), hereinafter referred to as "teachers," unless a representative election is held.

## **Article II**

### **MANAGEMENT RIGHTS**

All authority and duties conferred upon the Board of Education by the laws and the Constitution of the State of Illinois and of the United States, including the determination and administration of school policy, the operation and management of the schools and the direction of employees, shall remain vested exclusively in the Board or the Board's duly authorized administrators, except to the extent expressly and specifically limited by this agreement.

## **Article III**

### **TEACHER AND ASSOCIATION RIGHTS**

#### **3.1 Personnel Files**

Within three (3) school days after the superintendent receives the request from a teacher, the teacher shall have the right to review the contents of the teacher's personnel file and place therein written reaction to any of its contents. Teachers shall be notified of whatever is placed in their personnel file (except for routine items, such as payroll information, address, certification, transcripts, and official evaluation, etc.).

#### **3.2 Right to Organize**

Teachers shall have the right to organize, join, and assist the Association and participate in professional negotiations with the Board. The Board shall not discriminate against any teacher with respect to hours, wages, terms, and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceedings under this agreement.

#### **3.3 Shared Decision-Making**

Committees in the District shall be jointly formed through a shared decision-making process involving a team comprised of both the Association and the Administration. The goal of this process is to maintain effective communications between the Association and the Administration. The Administration and Association shall maintain communication regarding the anticipated frequency of meetings required to achieve district goals and initiatives.

For district level committees, the selection of building teacher representatives shall be made collaboratively by the building faculty and the building association representatives. If the chosen committee members are not agreeable to the building principal, a meeting shall be held with the principal and Association representatives to decide the matter.

#### **3.4 Right to Representation**

When a teacher is required to appear before the building administrator for a reprimand or for any matter which could adversely affect the teacher's continued employment in the district, the teachers shall be entitled to choose an Association representative to be present. However, if the District is conducting an investigation and the teacher's choice of a representative is not available, then the teacher shall choose another representative so as not to cause the District unreasonable delay when the issue is time sensitive. When a teacher is required to appear before the Board for any matter which could affect the teacher's salary or continued employment in the district, the teacher shall be entitled to choose a representative of the Association to be present. Further, when a teacher is required to appear before the Board, the teacher shall be notified in writing of the reason for the appearance.

#### **3.5 Meeting, Notices, and General Information**

Upon prior notification to the building principal and/or the superintendent, provided that there is no conflict with previously scheduled building use, the Association shall be permitted the use of the school buildings for meetings outside of regular teacher work hours. They shall have use of teacher mail boxes, inter-school mail, district technology, and school bulletin boards in teacher work rooms for the purpose of internal

communication. In the event the building is used on a non-school day, the Association will reimburse the district for any additional expense incurred.

### **3.6 Individual Contracts**

Terms and conditions reflected in individual contracts or employment agreements will not be inconsistent with the terms of this Agreement.

### **3.7 Part Time Personnel Benefits**

- A. Any teacher who works at least 80% time shall be considered full-time. Any teacher who works less than 80% shall be considered part-time.
- B. Part-time teachers shall be entitled to sick leave and longevity stipend proportional to that of a full time teacher.
- C. Any teacher who works at least 80% time shall be entitled to the district paid insurance premium equal to that provided to full-time teachers. Any teacher who works at least 50% but less than 80% shall be entitled to one-half (1/2) the insurance premium paid by the district on behalf of full-time teachers.

### **3.8 Dues Deduction**

The Board agrees to deduct Association membership dues beginning with the first pay period in October through July 31 as the dues deduction plan of the Association member specifies. This plan shall be in accordance with the Association's specifications.

Upon the Association member's signing the appropriate authorization, this authorization is in effect until the member submits a letter to the Association requesting a change in dues deduction.

These equal deductions are to fulfill obligations for the Association/IEA/NEA dues for present members of the Association listed and furnished by the Treasurer of the Association.

A current listing of members shall be provided to the CEA President and Membership Chair by the District office no later than September 15th. In addition, the District office will notify CEA of any new hires after the September 15th timeline within fifteen (15) work days of when a newly hired teacher is on the job. Notification of dismissals, resignations, changes in hours worked, or leaves shall be received within ten (10) work days of the change. The listing of members for dues deductions must be submitted to the District office by October 1st preceding the advent of deductions, and there shall be no deviation for the ensuing year, with the exception that provisions will be made for teachers whose employment status changes or who have submitted appropriately executed dues deductions authorizations. New teacher deductions shall begin with the October 15th paycheck.

If a teacher resigns or becomes disabled during the year and is unable to complete the year, the unpaid portion of the annual dues will be deducted from the teacher's final paycheck.

Dues deductions will be remitted within ten (10) days of deduction to the named Treasurer of the Association.

### **3.9 Fair Share**

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of this Agreement. To this end:

- A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties of the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- B. In the event that the Bargaining Unit Member does not pay his/her fair share 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.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. 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,
  - 2. 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.
- E. 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 final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
  - 1. It is expressly understood that this safe, 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.
- F. The obligation to pay a fair share fee will not apply to any Employees who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, 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 Education Labor Relations Board.

### **3.10 Selection of Administrators**

Teachers shall be included in the selection process of all district administrators. The interview format will be reviewed with the Association president for all administrative positions, and Association's representatives shall be from as broad a spectrum as the vacancy warrants. Association building representatives will be solicited by administration to serve on building level and district office administrator interviews. A list of all interview team volunteers will be shared/discussed with the Association president or designee. The Administration and Association

shall collaboratively form the interview team. Before the Board acts, the committee will meet with the superintendent or a designee to discuss the finalists and reasons for their choices. The final selection of any administrator is the authority of the superintendent. Therefore, the Association understands that, on occasion, the superintendent may determine the selection of an administrator without convening an interview team.

### **3.11 Teacher Employment Security**

- A. The Board shall not suspend or otherwise discipline any tenured teacher unless for just cause. A paper record of verbal warning shall be maintained at the building level in a file which shall be separate and apart from the teacher's personnel file. If the teacher receives any subsequent discipline, the record of verbal warning shall be added to his or her personnel file. A teacher may attach a rebuttal to any discipline included in the personnel file.
  
- B. Before discipline is imposed on a teacher in response to a complaint initiated by a student, parent, staff member, or administrator, the administration shall inform the teacher of the source and nature of the complaint. However, the preceding sentence shall not apply and/or serve to prevent the District from taking disciplinary action where the District is unable to inform the teacher due to a criminal proceeding, or where informing the teacher would compromise the health, safety, or welfare of another. No anonymous complaints shall be placed or referenced in the teacher's personnel file, be included in written evaluations, or cause disciplinary action.

## Article IV

### EMPLOYMENT CONDITIONS

#### 4.1 Pupil Problems

The parties agree that the teacher has the primary responsibility for maintenance of discipline within the classroom, hallways, and areas under his/her supervision, assignment, or duty. This responsibility of, and action by, the teacher shall be under the direction of policies, procedures, and practices established by the Board, superintendent, and building administrators.

#### 4.2 Notification of Assignments

All teachers shall be given notice of their assignments for the forthcoming year no later than May 30 prior to the first day of the new school term. In the event changes in such assignments are proposed, the teacher affected shall be notified and consulted as soon as possible before the change is made. If a teacher's assignment is changed, the teacher shall be allowed to resign within five (5) work days after receiving notice of the assignment change or before the new school term begins (whichever comes first). In the event the member perceives such a change as being unnecessary, the member may request a review by the superintendent and the Association president. The request must be made in writing and submitted to the superintendent and the Association president within five (5) work days after receiving notice of the assignment change. A work day is defined as a day when the Administration Office is open for business.

#### 4.3 Class Size, Class Composition, and Learning Environment

The teacher will be recognized as a resource on class size, class composition, and learning environment. Concerns may be submitted to the building administrator. After review by the building administrator and teacher(s), a recommendation will be submitted to the superintendent if so desired by either the teacher(s) or building administrator.

It is recognized by the Board of Education and the Association that the number of students in the classroom has an impact on an effective educational program. The Board of Education agrees to make reasonable effort to maintain appropriate class size subject to space availability, budget limitations, availability of teachers, and/or necessary funds. For this purpose, the parties agree to use the numbers below as guidelines.

A.	Kindergarten - 2nd grade	23	Aide
		26	Split
B.	3rd - 5th grades	25	Aide
		28	Split
C.	6th - 8th grades	30	Split
D.	9th - 12th grades	31	Split
F.	Middle School Counselor	600	
G.	High School Counselor	400*	

\* Counselor caseload will include outsourced students.

The class size numbers in grade K-12 apply to core academic areas only.

- H. The Board and administration will make every effort to maintain class size in lab classes at spaces available or the above guidelines, whichever is fewer.
- I. When assigning paraprofessionals to the classroom, the teacher's recommendation will be strongly considered. If he/she is not in agreement with this decision, he/she may appeal to the superintendent.
- J. Any special needs paraprofessionals shall accompany the students to whom they are assigned to the specials classes if required by the student's IEP.
- K. When a regular education instructional paraprofessional is required for grades 6-8, a plan will be developed by the teacher team and presented to the building principal and superintendent. The Board will commit to 2 F.T.E.
- L. Class Size Review - Building administrators shall meet with their respective faculty in the spring to review projected enrollments and staffing needs for the coming year. The purpose of these meetings shall be to identify areas of concern. Such concerns shall be reported to the superintendent and Association president.

#### **4.4 Vacancy Notification**

- A.1 A vacancy is any position that is not currently staffed due to changes in enrollment, retirement, transfer, or resignation. Whenever a vacancy occurs that requires certification, a notice of such vacancy shall be posted on the district's web site and in each school building in a prominent location. These notices will include the job description, effective date of vacancy, type of certification necessary, (building, grade level, subject area), and information concerning the securing and deadline for filing of the application. A like notice will be posted in the same location(s) for extra-curricular positions. A minimum of seven (7) workdays posting in district is required before any vacancy may be filled (except in cases when an opening occurs 3 weeks before the opening of school, during the school year, or in ELL or a hard-to-fill secondary position). During summer months, vacancy notices will be sent electronically. A work day is defined as a day when the Administration office is open for business.
- A.2 All vacancies shall be posted on the district's web site and on the bulletin board in the district office and in the office area of each Building principal/director. A copy shall be sent to the president of the CEA or his/her designated representative at the time of the initial posting.
- B. Extra-Curricular Positions  
  
The administration will make every effort to fill extra-curricular positions internally. However, the most qualified candidate will be hired.
- C. Extra-Curricular Assistance Positions
  - 1. Extra-curricular assistance positions shall first be filled by teachers in that building. If a position remains open, then it shall be filled by teachers in the District. If the position remains open, it shall then be filled by any qualified individual.

#### 4.5 Length of Day

- A. A teacher's regular assigned work day shall not exceed eight (8) hours and five (5) minutes per day (including lunch).
- B. Starting and ending times, including institute and in-service days, shall be established by the administration and changes shall be approved by the superintendent after consultation with the Association president.
- C. A teacher's starting and ending times may be adjusted as needed with prior notification to the building principal and/or his/her designee.
- D. Teachers will occasionally be required to perform additional duties and responsibilities beyond the normal school day such as teachers' meetings, committee meetings, staffings, and individual parent-teacher conferences.

All teachers in the District will be required to attend up to three (3) separate evening functions each school year in addition to the parent-teacher conferences established by the school calendar. Teachers may volunteer to attend additional evening functions throughout the school year.

Any additional required evening supervision will be classified as extracurricular assistance. Any additional required evening instruction will be compensated at the hourly rate set forth in 8.15.

Additionally, because school counselors perform different duties than teachers, their evening hours will be served in a different capacity. In lieu of attending parent-teacher conferences, school counselors shall work eight (8) hours of planned evening events, inclusive of set-up, time allocated for Q & A, etc. The planned evening events may include, but are not limited to, Senior Parent Night, Naviance Parent Night, NCAA Night, Financial Aid Night, AP Night, and Junior College Night. The administration and school counselors will work in collaboration to determine who shall attend such events.

If school counselors are required to attend a parent-teacher conference night because an IEP is also scheduled, the school counselor will be paid the hourly rate set forth in 8.15.

- E. Full-time elementary specialized instructors' student contact time will not exceed 335 minutes per day. An elementary specialist is any teacher who is not considered to be a grade level teacher.
- F. If a teacher is required to travel between schools, student contact time shall be reduced by 1/2 hour on the days that the teacher is required to travel. If travel is confined to Central Campus locations (CHS, CMS, HBT) or East Campus locations (PV, CT, PKMS) the student contact time shall be reduced by 1/3 hour on days that the teacher is required to travel. This provision shall not apply on School Improvement and Institute Days.
- G. No increment of less than 20 minutes shall constitute preparation time.
- H. District teachers will have a duty free lunch period of not less than thirty (30) minutes.
- I. Elementary teachers shall be provided preparation time during those periods when their classes are scheduled to receive instruction from specialists. Every effort shall be made to schedule elementary specialists in such a way as to provide a daily planning period for each teacher.

- J. Planning periods shall be maintained at the 2009 – 2010 levels. Full day kindergarten planning periods shall be equal to the plan minutes provided for first through fifth grade classroom teachers.
- K. If requested by an administrator, part-time teachers shall be expected to attend Institute Days and SIP Days in their entirety and shall be compensated for any hours beyond their expected work day at the hourly rate set forth in 8.15. Part-time teachers shall be expected to participate in parent-teacher conferences in their entirety and shall not receive additional compensation for their participation.

#### **4.6 Seniority**

Seniority shall be defined as continuous service with Central Community Unit School District 301. It begins for all teachers on the teacher's first day of work. In the event more than one teacher holds the same seniority date, their ranking shall be determined by date of hire. If there is a tie between two teachers based on the date of hire, the teacher with the highest educational attainment shall be considered more senior. If there continues to be a tie after considering educational attainment, seniority ranking shall be determined by lot.

Part-time teaching service will be pro-rated according to the teacher's percentage of FTE (beginning with the 2014-2015 school year). Teachers who take a leave of absence in excess of ninety (90) work days will not accumulate seniority for the entire length of the leave, but the seniority already accumulated at the start of the leave shall not be lost. Likewise teachers who take a sabbatical leave or serve in a non-bargaining unit position shall not accumulate any seniority during the leave, or the non-bargaining unit service, but seniority already accumulated at the start of the leave shall not be lost.

A teacher's seniority under this provision shall determine his or her length of continuing service in the District as utilized in Section 24-12 of the *School Code*.

#### **4.7 Transfers**

##### **A. Voluntary**

Any certified staff member may file a request to fill a posted vacancy, and such requests shall be given consideration before any final decision is made to fill the vacancy with an applicant from outside of the Association. Such application shall be in writing to the building principal where the vacancy exists. When filling a vacant position, the District shall consider, without limitation, the certification, qualification, merit and ability (including performance evaluations, if applicable), and relevant experience of the applicants. When two or more equally qualified teachers apply for transfer to the same open position, the teachers involved will enter into the interview process. Subject to the statutory factors for filling a vacant position, the interests and aspirations of the individual teacher as well as the needs of the District shall be considered in all transfer decisions. If a request for transfer is denied, the reason for denial shall be stated if the teacher so requests.

The Board agrees that prior to the implementation of transfers required by school openings, closings, or grade level reorganizations it will consult with the Association with regard to procedure for such transfers.

##### **1. Interview Process**

The Board will continue its long standing practice of involving staff in the interview

process. That process is as follows:

- a. The building administrator in charge shall be responsible for the development of the collaborative interview process.
- b. The interview session(s) may include the administrators in charge and up to six teachers.
- c. Teacher representatives selected by the Association and the administration shall be from as broad a spectrum as the vacancy warrants.
- d. Persons involved in the interview process shall be advised of the need of confidentiality and respect the rights and dignity of those involved.
- e. The building administrator has the final say in the hiring process. Before the job is offered the committee will meet with the Building Administrator to discuss the final choice and reasons for same.

**B. Involuntary**

1. The Board acknowledges that it is most desirable to have professional staff working in positions for which they volunteer; however, it is not always possible to accommodate such wishes. At no time will staff be transferred for arbitrary or capricious reasons.
2. Except for involuntary transfers occurring between August 1<sup>st</sup> and the opening day of school due to changes in enrollment, before any involuntary transfer of tenured staff is completed, the District will post said position and attempt to fill it on a voluntary basis. If the position cannot be filled on a voluntary basis and the transfer of a tenured staff member is warranted, a conference with that teacher shall take place in advance. The rationale for such a transfer shall be provided by the administration in writing if requested. (Teachers who have been involuntarily transferred may request that they be informed of any vacancy which becomes available for which they are qualified. The teacher's request shall be in writing and state the specific position of interest. Any teacher transferred without request shall be given due consideration for reassignment to future vacancies for which the teacher is qualified. In order for such request to remain in force, the request must be made annually).
3. District seniority will be considered in the involuntary transfer process.
4. No involuntary transfers of tenured staff will occur between August 1 and the opening day of school unless required by changes in enrollment.

**4.8 Internal Substitution**

Internal substitution is discouraged for all but emergency situations. In an effort to deal with those emergency situations, each building principal will, at the beginning of every year, compile a list of those teachers who would volunteer to do internal substitution and when each would be available to substitute. In those situations where it is necessary to utilize an internal substitute, those teachers who have volunteered would be asked to substitute on a rotating basis.

If there is no regular substitute or volunteer available, the principal or his/her designee may assign a teacher to substitute. This involuntary assignment shall also be administered on a rotating basis among all available teachers. No teacher shall be required to perform involuntary substitutions more than three (3) times each school year. Any teacher who substitutes shall be compensated at the negotiated internal substitution rate. A teacher will not monitor another teacher's class while his/her class is in session.

#### 4.9 Special Education Service

##### A. Inclusion

The Board and Association recognize that the Board of Education has a duty and responsibility to provide students with disabilities an appropriate education in the least restrictive environment in accordance with an Individual Educational Program (IEP) or 504 Plan for each student developed pursuant to an IEP meeting involving school personnel, the student, and the student's parents and/or guardians. Primary consideration of special education students for the process of inclusion in a general classroom shall be based upon federal and state regulations regarding Least Restrictive Environment and the provision of special education services to identified students.

1. To help ensure the success of all students, the general education teacher will be provided with the necessary staff development training, specialized curricular materials, and appropriate support systems as determined by the student support or IEP team. Support systems may include the assignment of a paraprofessional and/or adaptive equipment provided by the district. Services and/or consultation from related service specialists or external consultants as specified in the IEP or the accommodation plan will be provided.

Other assistance may include, but not be limited to the following:

- a. Providing specialized instructional assistance by special education staff to the student or teacher as delineated in the IEP.
  - b. Requesting a PST or IEP meeting as necessary to review the appropriateness of a student's IEP or placement.
  - c. Counseling/social work services provided to the student as delineated in the IEP.
  - d. Arranging for collaboration time or consultative services for the teacher to address student needs as delineated in the IEP.
  - e. Other assistance or support services as determined by the PST team in order to implement the IEP. Teachers shall not be required to perform non-educational services.
  - f. Every effort will be made by the Board to maintain reduced class sizes in those classrooms where significantly disabled students are included.
2. There shall be a meeting with the principal, the special education teacher, the general education teachers, the child's parents/guardians, and any other required member of a child's IEP team to evaluate placement and to make recommendations as provided through the Annual Review process.
  3. The District shall place no more than one student with significant disabilities per general education classroom, unless a valid educational reason exists, as determined by the building level student

support team which shall include the general education teacher. In the event that more than one student with significant disabilities is included within a general education classroom, paraprofessional support shall be available.

4. Appropriate training for teachers anticipated to receive a student with significant disabilities will be provided prior to the student's programming or immediately following programming, if prior time is not practical. Ongoing training/consultation shall be furnished by the District for those individuals who are responsible for the implementation of the included student's IEP.
5. Every effort will be made to schedule planning meetings for the purposes of collaboration, consultation, modifications, coordination of services, etc. during the regular school day, unless other arrangements are requested by the involved staff. Scheduling should allow for a qualified classroom substitute teacher.

**B. Student Services Council**

The Association shall establish a Student Services Council. The Committee shall be composed of members appointed by the Association president. The Council shall:

1. Meet as the committee deems necessary.
2. Dialogue regarding delivery of student services.
3. Consider concerns regarding delivery of services and workload.
4. Discuss options for issues brought to Committee.
5. Consider available resources.
6. Consider professional development needs.
7. Provide minutes of the meetings to the Director of Special Education, who shall review the minutes and follow up as he/she deems appropriate.

- C. Special Education Resource teachers, and ELL teachers shall be granted two ½ days of release time each year to complete required paperwork. This release time shall occur during district scheduled school improvement days.

In addition, Special Education Resource teachers and ELL teachers will be required to work one additional full day per year within five (5) business days before the start of the school year, for which they will be paid on a per diem basis.

Special Education Resource and ELL teachers who are receiving a retirement incentive that is calculated based on a 182 day work year shall work an additional day, which shall be worked five (5) business days before the start of the school year. However, their work year shall remain at 182 days.

**4.10 Safe Working Conditions**

The Board shall make good faith, reasonable efforts to insure that educators are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety, or well-being. All questions arising under this section shall be resolved exclusively through the grievance procedure, except in cases where conditions present an eminent danger of immediate physical harm.

**4.11 Security Cameras**

The primary purpose and use of the security cameras in the District is to monitor illegal activity, unauthorized access to restricted areas, unauthorized removal of personal and/or District property, damage to property and

other acts of wrongdoing. The use of security cameras will not occur in restrooms, locker rooms, shower areas, individual classrooms or individual offices. However, individual classrooms and individual offices may be recorded as mutually agreed by the teacher and administrator. Surveillance equipment will not be utilized to observe teacher performance or otherwise be accessed as documentation in the employee evaluation process. Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations. Access to data involving employees will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. In the event data from security cameras is used for the purpose of investigating or disciplining an employee, the following process will be followed:

1. The Employee and the Association will be informed of an investigation of an alleged incident.
2. The Employee under investigation shall be advised of his/her right to be represented in the investigatory meeting regarding the alleged incident, unless the Employee declines representation.
3. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

#### **4.12 Supervision of Student Teachers**

No teacher will be required to accept the responsibility of supervising student teachers.

## **Article V**

### **TEACHER EVALUATION**

#### **5.1 Primary Goal and Purpose of the Evaluation**

- A. The Association and the Board agree that the primary goal of teacher evaluations is to encourage and promote the professional development of all teachers and to assist in the retention of top quality non-tenured teachers.
- B. The purpose of the evaluation is three-fold:
  - 1. To facilitate the improvement of teaching and learning
  - 2. To support best practices in education and provide for periodic review and evaluation of all staff
  - 3. To provide a basis for administrative recommendations regarding renewal, promotion, assignment, or dismissal of staff
- C. The purpose of probationary evaluation is to determine the following:
  - 1. If the educator meets district standards for competence in his or her practice
  - 2. If the educator has the potential to become an excellent educator by district standards
  - 3. If the educator will be re-employed

The probationary evaluation program is designed to determine future employment status and to assist in the development of professional potential.

#### **5.2 Procedure, Administration, Orientation, and Primary Goal**

- A. The principal, or the administrator in charge of teacher supervision, shall be responsible for the administration of the procedure for teacher evaluation.
- B. The designated administrator shall orient all teachers to be evaluated under the administrator's supervision in regard to teacher evaluation procedures, standards, and instruments. At this time, teachers will be informed of their assigned summative evaluator. This shall be done by September 15 each year, or sooner if required by law or regulation. No formative evaluation shall take place until such orientation is completed.
- C. All probationary teacher evaluations shall be completed by March 15 of each year, and all tenured teacher evaluations shall be completed by May 1 of each year unless an extension is agreed to by the teacher and evaluator and approved by the Association president and the superintendent.

### 5.3 Procedure

- A. Each school year, probationary teachers, including part time teachers, shall be formally evaluated at least one (1) time. Tenured teachers who received a “Proficient” or “Excellent” on their last summative evaluation, shall be formally evaluated at least one (1) time every other school year. Tenured teachers who received a “Needs Improvement” or an “Unsatisfactory” on their last summative evaluation, shall be formally evaluated at least one (1) time in the year following the receipt of such rating. However, the preceding sentence shall not be construed to require such evaluation to occur in the event a teacher is dismissed or RIF’ed prior to the implementation or completion of the evaluation. Further, nothing in the agreement shall be construed to limit the number of formal or informal observations of educator performance deemed necessary by the administration.

Each observation process shall include, but not be limited to, an instructional classroom observation, a written report, and a pre and post conference. An instructional classroom observation consists of an observation of the teacher in his or her classroom for a minimum of forty-five (45) minutes at a time, or an observation during a complete lesson, or an observation during an entire class period. Efforts shall be made for instructional observation in different subject areas, age, and/or ability levels, whenever possible or feasible.

- B. In accordance with Section 24A-5 of the School Code, the evaluator shall take the teacher’s attendance into consideration, but shall also consider the nature of any absences (*e.g.*, sick/personal/FMLA as opposed to dock days) when formulating the teacher’s summative evaluation.
- C. The evaluator and teacher shall sign the report before it is placed in the teacher’s personnel file. Such signature by the teacher only acknowledges that the teacher has read the report and does not indicate agreement with its contents. Formal classroom observations (visitation) of teachers for purposes of evaluation shall be conducted openly and with the full knowledge of the teacher. However, this does not preclude chance or casual observations of the teacher.
- D. The teacher shall receive a copy of all evaluative material placed in the teacher’s personnel file within five (5) school days of its placement there.
- E. The teacher shall have the right to respond in writing to any evaluative material placed in the teacher’s personnel file and have the response included with such evaluative material in the teacher’s personnel file within twenty (20) working days of the receipt of the evaluative material. All responses shall be reviewed by both the evaluator and the superintendent.
- F. In case of an adverse evaluation serious enough so that termination is considered, either the teacher or supervising administrator may ask that another administrator be requested to complete another evaluation within five (5) days after the initial evaluation.
- G. In all cases where a probationary teacher shall not be recommended for continued employment, the probationary teacher’s supervising administrator shall advise the teacher of the recommendation at least ten (10) calendar days prior to the Board action on such recommendation.
- H. Teacher Receptiveness

Teachers shall receive in a positive and professional manner, the suggestions and ideas for improvement as well as criticism and administrative comments to note needed change, correction, or implementation.

#### **5.4 Evaluation Instrument Review Committee & Certified Educator Evaluation Plan**

The Evaluation Instrument Review Committee is a joint teacher/administrator committee that shall review, and if necessary, revise the current Certified Educator Evaluation Plan. This committee shall be composed of equal representation of Association members and members from the administration, but shall, at minimum, include a teacher and an administrator from each level (primary, middle school, and high school) and the superintendent and Association president or their designees. Participants on this committee shall be selected by the group which they represent. Meetings shall be called jointly by the superintendent and Association president. Recommendations shall be submitted to the Association members of the District Leadership Team for their concurrence.

**Article VI**  
**GRIEVANCE PROCEDURE**

**6.1 Purpose**

The purpose of this procedure is to provide at the lowest possible administrative level a standard means by which the welfare of the teachers can be maintained.

**6.2 Definition**

A grievance shall mean a claim initiated by a teacher or a group of teachers which indicates a violation, misinterpretation, or misapplication of any of the provisions of this agreement. The termination of a probationary teacher shall not be the basis for a grievance.

For the purpose of this grievance provision, a school day is defined as a day when the District office is open.

**6.3 Procedure Steps**

A. Teacher - Supervisor Informal Conference

The parties hereto acknowledge that it is most desirable for a teacher(s) and the immediately involved supervisor to resolve problems through free and informal discussion. The teacher and his or her immediate supervisor shall attempt to resolve the grievance through informal verbal discussion.

B. Teacher – Supervisor Formal Conference (Step I)

If the grievance cannot be resolved informally, the grievant shall present the grievance in writing (forms shall be available at each building) to the immediately involved supervisor within twenty-five (25) school days of the date of the occurrence of the event giving rise to the grievance. The formal written grievance shall include a description of the specific grounds of the grievance, a listing of the provisions of this Agreement which are alleged to have been violated or misapplied and actions requested of the Administration to remedy the grievance. The supervisor shall arrange for a meeting to take place within ten (10) school days after the receipt of the grievance form. The Association's representative, the grievant, and the immediate supervisor shall be present for the meeting. Within ten (10) school days of the meeting, the grievant, and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

C. Association – Superintendent (Step II)

If the grievance is not resolved at Step I, then the Association may refer the grievance to the superintendent or the superintendent's official designee within ten (10) school days after the receipt of the Step I response. The superintendent shall arrange with the Association's representative, for a meeting to take place within ten (10) school days of the superintendent's receipt of the appeal. Within ten (10) school days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.

D. Meeting with the Board

If the grievance still exists and the Association is not satisfied, the next step is a meeting with the Board.

1. If the Association desires a meeting with the Board, written notice shall be given to the superintendent requesting such a meeting within ten (10) school days of receipt of the superintendent's written response.
2. Within 30 school days after receiving the written request, the Board shall meet with the aggrieved teacher(s), the Association's grievance committee, principal or supervisor, superintendent, and others approved by the superintendent, Board, or Association president.
3. The decision of the Board shall be rendered in writing to the Association within fifteen (15) school days after the Board meeting.

#### E. Arbitration

If the grievance still exists and the Association is not satisfied, upon approval by the Association's grievance committee, the next step is arbitration.

1. If the Association, on behalf of the aggrieved teacher(s), desires impartial arbitration, written notice shall be given to the superintendent within twenty (20) school days after receiving the decision of the Board (Step D). If a request for impartial arbitration has not been received by the superintendent within twenty (20) days after receiving the Board's decision (Step D), then the grievance shall be deemed withdrawn.
2. Within fifteen (15) school days after receiving the written request for impartial arbitration, the Board shall enter into the arbitration selection process. The arbitration proceedings shall be conducted by an arbitrator agreed upon by the Association and Board.
3. If agreement has not been reached on the selection of an arbitrator by the end of the fifteen (15) school days after receiving the request for impartial arbitration, the American Arbitration Association (or other mutually agreed upon source) shall be requested to act as administrator of the proceedings and supply a list of five arbitrators' names and qualifications.

Either party may reject one list of arbitrators in its entirety and request that another list be submitted.

From the list of five arbitrators, the party initially requesting the arbitration shall strike two names from the list and then the other party shall strike two names from the list. The person whose name remains on the list shall be the arbitrator selected. The arbitrator shall be notified by the superintendent of his/her selection and requested to contact the parties to set a hearing date, time, and place.

4. Neither the Board nor the Association shall be permitted to assert any grounds or submit any evidence to the arbitrator which had not previously been disclosed to the other party during the previous steps.
5. The arbitrator shall have no power to nullify, alter, modify, amend, ignore, add to or subtract from the provisions, terms or conditions of this agreement in any way. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of this agreement.

6. Insofar as such arbitration is limited as stated in the preceding paragraph, both parties agree to abide by the results of the findings of the arbitrator.
7. Any grievance which arose prior to the effective date of this agreement shall not be processed.
8. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Association.
9. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the cost of the 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.

#### **6.4 Grievant, Association, and Board Cooperation**

The grievant and Association shall not interrupt the instructional and regular duties of teachers within the district in the investigation of any alleged grievance. To the extent possible grievance investigations will take place outside work hours. However, should the Board and the Association agree that the investigation be held during work hours, the Board and Association representatives shall be released without loss of pay or benefits.

#### **6.5 Bypass**

If the teacher(s) and the superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

#### **6.6 Grievance Withdraw**

A grievance may be withdrawn at any level by the teacher(s) making written request to the superintendent to withdraw the grievance, or by the failure by the teacher(s) to continue on to the next step in the procedure.

#### **6.7 Step II Grievance**

Grievances involving a supervisor or supervisors beyond the teacher's immediate supervisor may be initially filed by the Association at Step II.

#### **6.8 No Reprisal Clause**

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

#### **6.9 No Written Response**

If no written decision has been rendered within the time limits indicated by a Step, then the grievance shall be deemed denied and may be advanced to the next Step.

## Article VII

### LEAVES & BENEFITS

#### 7.1 Leaves of Absence

- A. Leaves of Absence without pay may be granted to tenured teachers by the Board upon recommendation of the superintendent when staff conditions permit. Such leaves will be for a maximum of one full school year and upon return to the district will assure the teacher of a position for which he/she is qualified. Any teacher not returned to the position he/she held immediately preceding the leave shall be covered by Section 4.7B(1) of this contract.
- B. All leave requests must be presented to the superintendent of schools and should be presented at least three school months prior to the beginning of the proposed leave.
- C. Leaves may be granted to tenured teachers for:
1. Additional Education  
  
When a teacher has been employed in District 301 for a minimum of three years, and additional education can be shown to bring about improvement in the teacher's performance, and a planned program which is recognized by an education accrediting agency is submitted, leave will be considered.
  2. Personal Leave  
  
Requests for personal leave will be considered on the basis of convenience to the school district. A plan which provides for continuity of instruction and grade reporting of students must be agreed upon by the teacher, principal, and the superintendent prior to granting such leave.
  3. Military Service.
  4. Serious illness within the immediate family.
- D. A teacher who is on leave of absence for a half year or less receives one year credit on the salary schedule. A teacher who is on leave for more than a half year does not receive credit on the salary schedule. Placement on the tenure seniority list will be based on actual months of service. Each month or fraction thereof shall be counted as one tenth of a school year.
- E. A teacher on leave of absence may continue membership in the medical and dental insurance program providing the teacher elects to participate in advance, in writing, and pays the premiums in advance to the business office. No contribution toward such insurance programs will be made by the Board of Education during such leave period.
- F. A teacher granted a full school year leave will notify the superintendent's office in writing of his/her intent to return to the school district for the next school year by February 1 of the year in which the leave shall terminate. Failure to do so will result in automatic severance of his/her employment relationship with the district.

## 7.2 Pregnancy and Parental Leave

### A. Teachers Eligible<sup>1</sup> for FMLA Leave

Teachers who are eligible for FMLA leave due to the birth of a child, the placement of a child for adoption or foster care, or to care for the newborn or newly placed child within the first 12 months following birth or placement, shall be entitled to take up to sixty (60) work days of leave. All paid and unpaid leave taken for the birth of a child, the placement of a child for adoption or foster care, or to care for the newborn or newly placed child within the first 12 months following birth or placement shall run concurrent with any leave available under the Family and Medical Leave Act ("FMLA"). Additionally, if a teacher elects to take any of the sixty (60) work days of leave, and the teacher has personal paid leave days available, the teacher must use the paid leave. Leave taken for the sole purpose of caring for the newborn or newly-placed child may not be taken on an intermittent basis, unless a teacher is approved by the Administration to return to work temporarily at the beginning of the school year for orientation and start of the year activities (e.g. SIP, meeting students, setting up a classroom, preparing plans for a substitute teacher). Any such approval shall be at the Administrator's sole discretion and shall be nonprecedential and nongrievable.

During the first 12 months following the birth or placement for adoption or foster care, if a teacher has exhausted his or her FMLA leave and the teacher or his/her newborn or newly-placed child has a serious health condition, the teacher will receive an additional thirty (30) work day leave, provided that the teacher submits proper medical documentation of the serious health condition. During this leave, the teacher must use sick leave days, if available. Moreover, during this leave, the teacher may continue in the group insurance program(s) provided under this Agreement, under the same terms and conditions as before the teacher's leave began.

Upon a return from this leave, the teacher shall be entitled to return to his or her prior position or to an "equivalent" job.

### B. Teachers Not Eligible<sup>1</sup> for FMLA Leave

Teachers who are not FMLA-eligible shall be entitled to take up to a thirty (30) work day leave due to the birth of a child, or the placement of a child for adoption or foster care. If paid sick leave is available, it must be applied to the first thirty (30) work days of absence and any subsequent period of absence that is substantiated by medical certification.

Upon a return from this leave, the teacher shall be entitled to return to his or her prior position or to an "equivalent" job.

### C. Extended Leave

***Paid*** - Following the exhaustion of the pregnancy and parental leave set forth in Paragraphs A & B above, nothing shall prohibit any teacher who submits proper medical documentation substantiating a medical need from using additional personal paid sick leave days (if available) consistent with the terms of use provided in 7.3(A) of this Agreement.

***Unpaid*** - In addition, after the expiration of the leave periods set forth in Paragraphs A & B above, any teacher may elect unpaid leave, for up to the balance of the academic year in which the birth or placement took place. Birth or placement that takes place during the summer shall be regarded as taking place in the following academic year.

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<sup>1</sup> Eligible shall mean qualified for and have FMLA leave time available.

**General Conditions** - During the extended leave, the teacher shall be able to continue in the group insurance program(s) provided under this agreement by making advance monthly payment of the premium(s) due to the district. Teachers must provide reasonable notice to the superintendent or designee at least 30 (thirty) days in advance of taking the leave, or as soon as practicable. Following receipt of such notice, the superintendent or designee shall meet with the requesting teacher to determine the start and end of the leave period, to discuss the teacher's decision whether to continue in the group insurance program(s), including any related payment schedule, and to discuss any adjustments to the teacher's compensation to reflect the impact of the unpaid leave. Upon return from extended leave, the teacher shall be reinstated to a position in the district.

**D. Spouses Employed by the District**

If spouses are employed by the District, they may together take only 12-weeks for FMLA leave when the reason for the leave is the birth, adoption, foster placement, or first year care of a child.

**E.** It is understood that a non-tenured teacher may be approved for a pregnancy or parental leave under the same terms and conditions applicable to a tenured teacher. However, for a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether the non-tenured teacher has been employed for the period of time necessary to attain tenure, provided that the non-tenured teacher actually teaches or is otherwise present and participating in the District's educational program in the following school term.

**F.** Notwithstanding any reinstatement rights within Section 7.2 to the contrary, the District reserves the right to honorably dismiss a probationary or tenured teacher in the event of a reduction in force or to non-renew a probationary teacher who is on a pregnancy or parental leave under this Section 7.2.

**7.3 Sick Leave**

**A.** Sick leave is leave necessitated by personal illness or illness in the immediate family.

**B.** Full-time teachers who first become TRS members before June 1, 2014, without deduction in pay, shall be credited with twelve (12) days of sick leave per year. Beginning in the fifteenth year of employment, and anytime thereafter, when a teacher has accumulated and continues to maintain at least 150 sick leave days, the teacher shall be credited fifteen (15) days of sick leave per year. If a teacher who previously reached 150 sick leave day's falls below 150 days he or she may request a meeting with the Association president and the superintendent to determine his or her future sick day allotment. Sick leave shall be cumulative to 350 days at the end of the school year. All days accumulated beyond 350 shall be deposited in the Sick Leave bank. A teacher may use sick leave up to the maximum he/she has accumulated. Should TRS rules regarding accumulated sick day creditable to retirement change, this section shall be opened for reconsideration.

Full-time teachers who first become TRS members on or after June 1, 2014, without deduction in pay, shall be credited with twelve (12) days of sick leave per year. Sick leave shall be cumulative to 180 days at the end of the school year. A teacher may use sick leave up to the maximum he/she has accumulated.

**C.** A teacher who is on an unpaid leave of absence at the beginning of a school year shall not be credited with sick leave days until he/she returns\* to duty for at least five (5) consecutive work days. A teacher who is first hired by the District after the start of the school year, shall have his/her sick leave pro-rated for the first year.

(\*Teachers who return to duty temporarily, pursuant to 7.2(A), shall not be credited with sick leave days until they return to duty on a permanent basis.)

- D. Sick leave of up to three (3) days may be used in the event of death within the immediate family; the superintendent shall extend such to allow a reasonable time to return to the district following burial, or extend in special circumstances.
- E. Immediate family shall mean spouse, parent, brother, sister, child, grandparent, grandchild, father-in-law, mother-in-law, step-parents, step-parents-in-law, daughter/son-in-law, brother-in-law, and sister-in-law, or persons living in the household.
- F. Any teacher hospitalized for surgery shall present medical clearance, signed by his/her physician, before returning to work.
- G. A teacher may use up to two (2) sick leave days per year for funeral attendance not covered under the terms for use of sick leave. Such leave may be taken in half- or full-day increments.

#### **7.4 Sick Bank**

##### **A. Purpose**

The purpose of the Sick Bank is to provide continuation of income to Sick Bank members who incur a period of severe and/or life-threatening illness and/or injury and have expended all of their personal paid leave.

##### **B. Eligibility**

1. Membership shall be voluntary.
2. Teachers must apply for initial membership before October 1. Teachers hired after October 1 will be able to join within ten (10) work days from the first day of employment. Membership shall continue unless the individual notifies the superintendent or designee and the Association president in writing that he/she wishes to withdraw as a member of the Sick Bank.
3. Members shall contribute one (1) sick day per year for the first two (2) years of their membership. Teachers who join the Sick Bank after their first year of employment will contribute two days in their first year of membership.
4. In the event the Bank is depleted to less than one hundred (100) days, each member shall contribute one additional day.
5. Sick leave days deposited by a withdrawing member shall remain in the Bank.
6. Part-time teachers will be eligible for the Sick Bank provided they contribute the days necessary for membership.

##### **C. Administration**

The Bank shall be exclusively administered by the Association for the benefit of the members in accordance with the terms of the Teacher/Board Master Contract and the Sick Bank Rules and

Regulations adopted by the Association. The District plays no role in the administration of the Bank other than as outlined in 7.4 B and 7.4 D. Specifically the District does not determine eligibility to withdraw days from the Bank or play any role in reviewing medical records/other relevant information in determining whether to grant or deny a request to withdraw days from the Bank; all such actions are within the exclusive authority and responsibility of the Association. The Association shall assume liability for any decisions regarding the grant or denial of sick bank days.

It is expressly acknowledged and understood that, although the Association can approve "withdrawals" from the Bank, the Association does not have the authority to grant "leave" to any employee of the District and no employee shall be considered to be on leave based solely on the fact that he/she was granted days from the Bank. The Board has and reserves the exclusive right to administer employee leaves in accordance with state and federal laws, regulations, any applicable Board Policy and the negotiated provisions of the Teacher/Board Master Contract.

1. The Bank shall be administered by a committee of three (3) teachers appointed by the Association president. The committee shall rule on individual applications for withdrawals of days from the Bank within the following guidelines:
  - a. The teacher shall have exhausted his/her individual personal paid leave.
  - b. The Bank shall be applicable to illness or injury of the member only.
  - c. The teacher shall supply such medical reports as deemed necessary by the committee which may include a second opinion.
  - d. The teacher shall not be permitted to withdraw days from the Sick Bank until after s/he has exhausted all his or her available personal paid leave and has been absent from work for thirty (30) consecutive work days in the school year in which the request is made. In no event shall the first thirty (30) consecutive work days of illness or injury be covered by the bank.
  - e. The maximum number of days granted to any member for an illness or injury shall not exceed ninety (90) work days.
  - f. Only members of the Sick Bank may draw days from the Bank. A member cannot claim access to the Bank if, while on unpaid leave s/he suffers an illness or injury, after resignation or dismissal, or while on TRS disability or worker's compensation.
  - g. The teacher shall not be required to pay back, in any manner, the number of days awarded by the Bank.
2. The decision of the committee is final and shall not be grieved.

D. Application

The Parties agree to the following non-grievable process concerning the submission and approval of requests for withdrawals from the Bank.

1. The District will provide a packet of Sick Bank documents to members who notify the Human Resource Office of a possible long-term absence. The packet shall include a Sick Bank application under which teachers requesting to withdraw days from the Bank must agree to

allow the District to release information, including medical record information, to the Association.

2. The District will forward any applications and properly released medical and other information to the Association Sick Bank Chair.
3. When an application is approved, the Association Sick Bank Chair shall notify the Human Resource Office of the applicant's name and the number of days to be withdrawn from the Bank and paid to the applicant.
4. The Human Resource Office will maintain all required records for the maintenance of the Sick Bank. The Sick Bank Committee shall meet with administration for the purpose of reviewing the number of days in the Bank and any withdrawal history from the previous twelve (12) months.

***The Parties acknowledge that any past, present or future approvals of withdrawals from the Bank shall be regarded as non-precedential with respect to the grant or denial of any other requests for withdrawals.***

#### **7.5 Personal Leave**

- A. At the beginning of each school term, each full-time teacher shall be credited with three (3) days of leave, without deduction of pay, to be used for the teacher's personal business.
- B. If a teacher can demonstrate that previously used personal leave days were used for reasons outside the teacher's control and additional days of personal leave are needed for reasons outside the teacher's control, the superintendent may approve a request for additional personal leave days.
- C. Except in case of emergency, a teacher must submit a written request to use a personal leave day at least two (2) school days prior to the day of the absence.
- D. Personal leave days shall not be approved for the day preceding or following a holiday or vacation unless it can be shown that the reason is outside of the control of the teacher.
- E. Personal leave shall not be used during the first and last five (5) student attendance days of the school year unless it can be shown that the reason is outside of the control of the teacher.
- F. Any personal leave days not used by the end of the school year shall be credited to accumulated sick leave up to the limit allowed.

#### **7.6 Association Leave**

- A. In the event that the Association desires to send representative(s) to local, state, and national conferences or on other business pertinent to Association affairs, the representative(s) shall be excused without loss of salary or benefits for any aggregate number of days not to exceed fifteen (15) in any school year used for such purposes and further providing the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the superintendent. The cost of substitute teacher(s) shall be paid by the district to a maximum of ten (10) days. The cost of substitute teacher(s) for any day over ten shall

be paid by the Association at the current substitute rate. No individual teacher's association leave shall exceed five (5) days in any one school year. Cost for additional days for the Association activities shall be borne by the Association at the current substitute rate.

- B. Should a member of the Association be elected to a state or national office, the Board agrees to do the following:
  - 1. If required, the Board agrees to grant renewable leaves of absence for the duration of the term with no loss of seniority or tenure.
  - 2. If required, the Board agrees to the Illinois Education Association teacher-partner plan, with the district being reimbursed at the rate of a beginning teacher. Said reimbursement shall be used to hire, with the concurrence of the member, a teacher-partner for the Association member.
  - 3. If required, the Board agrees to accept reimbursement for substitutes for the member when the member is required to be out of the district while performing the duties of the elected office.
- C. The Association president or his/her designee shall be granted the equivalent of up to 1/4 FTE of teacher time for the purpose of conducting Association business. The cost of the substitute teacher, at district substitute rate, will be the responsibility of the Association.

#### **7.7 Professional Leave**

- A. Upon approval of the superintendent and within administrative procedures, each teacher shall be granted one (1) day of professional leave without loss of pay during the school year. Professional leave feedback will be provided through various means, which could include, but not be limited to, grade level, site based, faculty, or committee meetings.
- B. Unused professional leave shall not be added to accumulated sick leave.
- C. The Board agrees to reimburse teachers for the costs of one professional development day per teacher per year and travel.
- D. Additional professional days may be granted at the discretion of the superintendent.
- E. Professional leave shall be used for the following purposes:
  - 1. Visitation to view other techniques or programs, new equipment, and other observation visitations that relate to the teacher's classroom duties and/or extra-curricular duties, and which are not part of an in-service program.
  - 2. Conferences, workshops, or seminars so related which are conducted by colleges, universities, industries, suppliers, and professional organizations.
  - 3. Professional days required by the administration will not be included in the one professional day. If such meeting is requested by the administration, total costs of attending such meetings shall be paid by the Board.

## 7.8 Job Sharing Leave

### A. Policy

Job Sharing is defined as a voluntary employment arrangement in which two (2) tenured teachers who have been employed by District 301 for not less than five (5) years share one full-time position and have been granted a job share leave of absence.

A job sharing leave may be granted to tenured teachers at the sole discretion of the Board of Education. The goal of a job sharing arrangement is to provide benefits to all parties involved: teachers, students, and parents in District 301.

### B. Procedures

Following notification of the principal of the intent to apply for a job share leave, the teacher(s) proposing the leave shall forward the plan to the superintendent for consideration and potential recommendation to the Board of Education. The superintendent shall formulate the recommendation in consultation with the principal. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves. Refusal to grant such a leave shall not be subject to challenge through the grievance procedure. The district shall notify the applicant(s) of disposition regarding requested leave by April 1. Written disposition shall be forwarded to applicant(s) on the original application proposal. Exceptions to the stated timelines may be allowed should extenuating circumstances occur.

Individuals who wish to job share shall jointly apply to the Board of Education no later than March 1 of the year before they wish to job share. The Application shall specify that both parties understand that they will only receive a pro rata share of benefits and must attend all Institute Days, Parent-Teacher Conference Days, Training Days and other required employee duties on a full-time basis without additional compensation.

The teachers who are in a job sharing position must notify the Board in writing no later than February 1 if they wish for the job sharing position to be considered for renewal for the next school year. The Board may require that a teacher return to full time teaching by giving written notice no later than May 1.

### C. Salary Credit Allowable

Teachers in job sharing leave positions shall receive salary step growth at the start of the school year following the accumulation of the equivalence of one (1) year of full time service (i.e., if a person works two (2) years in a 50% job share position he/she would advance only one step on the salary schedule after the second year. They would not advance a step after one (1) year of a job share position. Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked).

### D. Length of leave

The length of a job sharing leave shall be for one (1) school year and may be considered for renewal under the same procedures as detailed in 7.8.B.

E. Seniority

Teacher's participating in the job sharing leave program shall accrue seniority in proportion to the time worked (e.g., one-half year for each year of one-half time employment). The tenure of a teacher on job sharing leave shall not be interrupted during the time he/she is on the leave.

F. Insurance

Teacher's participating in the job sharing program shall be eligible for insurance benefits. The Board of Education's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing teacher. The job sharing teacher shall pay the balance of any premium via payroll deduction. Teachers could not exceed the existing level of insurance coverage (pro-rated) that they had during their last year of full-time employment.

G. Return from Leave

Participants in a job sharing leave program shall submit written notice of their intent to return by February 1 proceeding the year they plan to return. The superintendent will place the returning teachers in positions that best meet the needs of the district with consideration being given to the teachers' previous teaching experience.

H. Sick Days/Personal Leave Days

Sick days and personal leave days shall be provided in proportion to the time worked.

## Article VIII

### TEACHER COMPENSATION AND FRINGE BENEFITS

#### 8.1 Salary Schedule

Teachers who have been on the last step of the MA +46 lane for at least one year shall receive a 1.75% increase over their prior year's salary.

- A. The teacher salary schedule shall be as set forth in (Appendices A, A-1, B, B-1, C, C-1 ) which is attached to and incorporated into this agreement. The schedule shall be based on the school calendar as established by the Board upon the recommendation of the superintendent.
- B. Teacher required workdays shall not exceed 182 days per year during the term of this contract unless an adjustment (increase) in pay is provided.
- C. Teachers' salaries shall not be reduced (except in case of a strike or other employee related work stoppage) as a result of the school calendar being reduced to less than 182 teacher work days during the term of this contract.
- D. Any teacher placed on remediation shall have his/her base salary frozen for the period of remediation. The salary freeze shall be limited to loss of movement on step, but not across lanes. The teacher placed on remediation shall be moved to the correct step after successful completion of remediation and her/his pay shall be adjusted prospectively for the remainder of the school year. In addition, extra duty pay shall not be affected.
- E. The salary of any teacher new to the District with prior teaching experience in a public school district will be equal to an existing District 301 teacher with equivalent experience and educational attainment. However, for positions considered by the administration to be "hard to fill," which includes, but is not limited to, ELL, special education, high school physics and chemistry, the administration may determine to offer a one-time hiring bonus not to exceed \$2,500.00.
- F. Those teachers hired after July 1, 1993, and those teachers with less than BS+16 as of September 15, 1995, shall be paid according to Appendix A for 2017-2018, B for 2018-2019, C for 2019-2020.

Those teachers hired prior to July 1, 1993, with a BS+16 or beyond as of September 15, 1995, will continue on the existing pay scale and shall be paid according to Appendix A-1 for 2017-2017, B-1 for 2018-2019, C-1 for 2019-2020.

Upon receiving a master's degree, teachers positioned in columns E, F, G as of September 15, 1995, will retain that placement and shall advance on the salary schedule for each additional eight (8) hours earned to the limit of the salary schedule.

- G. Official transcripts or university/college grade reports (provided that the grade report indicates that the teacher earned graduate credit for the course, or undergraduate credit (as provided below)) reflecting additional academic credits are due by September 15 and February 15. Salary adjustments will be reflected by no later than the October and March checks, and credit shall be retroactive to the start of the semester in which the evidence of academic credit is presented.

If approved in advance by the superintendent or designee, any teacher may apply up to eight (8) credit hours per year\*\*/\*\* (September 1-August 31) toward horizontal lane advancement for

successful completion of:

- (1) an accredited graduate degree program or post-graduate degree graduate coursework in an instructional, content-specific area;
- (2) an accredited undergraduate degree program in a hard-to-fill area, which may include but is not limited to special education, Spanish, ELL, ESL; or
- (3) accredited undergraduate coursework leading to an additional endorsement or satisfying a prerequisite which must be taken to proceed with another approved program.

Regardless of the number of approved undergraduate credit hours completed, a teacher who has not acquired a Master's degree shall not advance beyond the BA+24 lane. Online degree programs will not be approved unless they are hard-to-find graduate degree programs as determined by the superintendent or designee. The approval or denial under this section of any coursework or of any program shall be non-precedential and shall not be subject to the grievance procedures of this contract.

\*(Teachers working toward their first approved Master's Degree may apply up to eight (8) credit hours per semester toward horizontal lane advancement. Additionally, such a teacher shall be permitted to advance to the MA column, even if such advancement would cause the teacher to advance more than sixteen (16) hours in one year.)

\*\*The 8 (or 16) credit hour limit on horizontal lane advancement applies to both college coursework and PGAP classes combined. If a teacher with an 8 hour limit completes 6 hours of graduate coursework, he/she may use only 2 credit hours of PGAP credit for horizontal lane movement.

Teachers must submit a request for approval by the superintendent or designee under this Section, which must be received at least 10 work days prior to the start of the course or program at issue. A work day is defined as a day when the Administration Office is open for business.

- H. The appropriate salary schedule for each year of this agreement is attached to and made a part of this contract along with schedule of indexes. Full-time teachers employed prior to January 1<sup>st</sup> in any academic year will qualify for step advancement for the subsequent year. Part-time teachers employed prior to January 1<sup>st</sup> in any academic year will qualify for step advancement at a rate of one step for every two years of continuous service to the district.
- I. As a fringe benefit, and pursuant to the authority granted it by Section 414(h)(2) of the *Internal Revenue Code*, in addition to the salary set forth in Appendix A, the Board shall pick up and pay on behalf of each teacher covered by this Agreement the teacher's required contributions to the Teachers' Retirement System ("TRS") in an amount not to exceed 9% (which is 9.8901% with the add-on factor) of each teacher's creditable earnings. If the required contribution to TRS falls below 9%, the Board will apply the difference to the teacher's salary. In such event, the Board shall not be required to pick up and pay more than the new decreased contribution rate even if the rate subsequently increases (e.g., if the rate falls to 8% and the teachers receive the difference in their salary, the Board shall not be obligated to pick up and pay more than 8% in the future. Additionally, the Board shall pick up and pay on behalf of each teacher covered by this Agreement the teacher's required contributions to the Teachers' Health Insurance Security Fund ("THIS") in an amount not to exceed 0.88% of each teacher's creditable earnings. Such contributed amounts shall be considered excludable from income for federal tax purposes.

- J. The parties acknowledge that each has the right to demand a reopener of this Agreement to address salary and/or any other economic provisions if legislation is enacted or a court decision is rendered which affects Central Community Unit School District No. 301 so as to significantly impact the money available for the purpose of funding the pay and benefits set forth under this Agreement. In the event of such an occurrence, the party demanding the reopener shall inform the other in writing, and the parties agree to reopen the economic provisions and commence negotiations.

## **8.2 Additional Compensation**

The superintendent may authorize additional compensation over the salary schedule on a year-to-year basis in those cases where a teacher has to carry an unusually heavy teaching load or is required to perform considerable additional duties. Increased classes over the regular class load on a full-time basis at the high school shall result in an increased salary on a pro rata basis, as approved by the superintendent after consultation with the Association president.

## **8.3 Pay Days -- School Not In Session**

If the regular pay date during the school year falls on a day when school is not in session, teachers shall receive their check on the last work day prior thereto. During the summer checks shall be mailed so that they should arrive on or before the regular pay day.

## **8.4 Payroll Installments**

- A. Each teacher shall be paid on the basis of twenty-four (24) equal payments. Paydays shall be the 15th of each month or the last working day before the 15th, whichever is earlier, and the last day of the month or the last working day before the last day of the month, whichever is earlier.
- B. Payroll adjustments other than movement on the salary schedule and annuities shall be made upon the teacher's request.

Adjustments in annuities may be made on a quarterly basis.

## **8.5 Payment for Extra Duty Assignments**

- A. The Extra Duty Payment Schedule shall be set forth in the appendix which is attached to and incorporated in this agreement.
- B. When a new extra-duty position is created within the district, and it is assigned to a teacher by an administrator, placement of the position on the Extra-duty Schedule shall be by mutual agreement among the principal, Association president, and superintendent of schools.
- C. When the extra duty assignment of a teacher qualifies under the Extra Duty Payment Schedule, then such pay shall be added to the teacher's salary and shall be paid with the regular paycheck each pay period or as otherwise approved by the superintendent.
- D. Guidelines for each Extra Duty Assignment will be established. These guidelines will include a description of the goals of the assignment, expected number of student participants, number of student contacts /meetings/ practices, and duration of the assignment. These assignments will be reviewed by the principal or his/her designee. If the expectations of the assignment are not being met, the principal or designee addresses the concern with the sponsor and /or coach. Notification

will be given to the Association president and the superintendent or designee. If guidelines for the assignment are still not being met in a one month period, the stipend will be suspended, and deductions will be made in the Extra Duty Sponsor / Coach reimbursement, equitably until the previously paid portion of the stipend is paid back.

## **8.6 Insurance**

- A. For those teachers who work at least 50% of a full-time schedule and who elect any of these group insurance benefits, the district shall pay all or a portion of the premiums for the following:
1. Group life insurance for the teacher in the amount of \$20,000 or more. However, the amount of group term life insurance may be reduced for employees who are 65 and older in accordance with the schedule of benefits established by the group term life insurance carrier. Teachers may purchase additional insurance as provided by the insurance carrier.
  2. Coverage for medical and/or dental insurance.
- B. For each teacher who works at least 80% of a full-time schedule and who qualifies and requests any of the preceding insurance benefits, the district shall pay:
1. Single coverage benefits: 100%
  2. Family coverage benefits: 75%
- The district shall pay one-half (1/2) of the above premium (i.e., 50%/37.5%) for teachers who work at least 50% of a full-time schedule, but less than 80% of a full-time schedule.
- C. Married couples/domestic partners who are both employed by the district, who elect health insurance, will have a \$0 premium contribution. The \$0 premium contribution will apply for the entire family. The deductibles, co-pays and coinsurance will be the employees' responsibility. The Family Dental premiums will also be covered by the District at 100% for the base plan. However, the difference in premiums for the Buy-Up plan will be paid by the employee.
- D. Any teacher who works at least 80% of a full-time schedule and who qualifies for insurance benefits may select a \$1,800.00 stipend in lieu of insurance benefits, as long as he or she is not otherwise covered by or enrolled in the District's insurance plan. This stipend will be made in one payment and will come with the first check in December. Employees who elect the \$0 premium benefit shall not be eligible for this stipend.
- E. The Board, after consultation with the CEA, shall determine the specifications and select the carrier of the group insurance policies.

## **8.7 Flexible Spending Account**

1. The Board shall maintain a Section 125 cafeteria plan providing for salary reduction of 1) premiums for District group health insurance coverage and 2) contributions to a health flexible spending account and dependent care flexible spending account which meet the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

2. An employee electing to participate in District health, vision or dental insurance shall automatically be deemed to have elected to participate in the Section 125 plan premium conversion benefit providing for salary reduction of the employee's contributions toward those insurance premiums on a pre-tax basis. An employee may annually elect to participate in the health flexible spending account and/or dependent care flexible spending accounts under the Section 125 cafeteria plan. The amounts elected shall be deducted from the employee's compensation on a pre-tax basis. The Section 125 plan year shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - a. Contributions for a health flexible spending account not to exceed the lesser of the limit set by the IRS regulations or \$3,500 per plan year. Such contributions shall be used for reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
  - b. Contributions to a dependent care flexible spending account not to exceed \$5,000 (\$2,500 if married and filing separately) or such lesser amount as may be permitted by the IRS in any plan year. Such contributions shall be used for reimbursement for qualified dependent care expenses as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during the succeeding plan year, and such amounts shall become the property of the plan.
4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payment during the plan year.
5. Claims for reimbursement must be for services received or expenses incurred during the plan year, except that the health flexible spending account plan may provide for a carryover or grace period for incurring claims in accordance with IRS regulations.
6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee. Additionally, if due to a plan audit or nondiscrimination testing the Section 125 Plan is found to be out of compliance with the Internal Revenue Code or corresponding regulations, the Board may correct the non-taxable status of salary reductions.

## **8.8 Termination of Salary & Benefits**

Teachers who have resigned or who are terminated for any other reason may choose to be paid all compensation within ten (10) days of the last work day or may continue their regular twice monthly pay through the end of August. If a teacher takes all pay within ten (10) days of the last work day, insurance benefits shall terminate on the last day of the month in which final compensation is made.

Board paid insurance benefits shall terminate on the last day of the month in which final compensation is made.

## 8.9 Internal Substitute Pay

The rate for teachers who lose their lunch or preparation period due to internal substitution or other assigned duties will be as follows:

30 minutes or less	\$18.00
31 to 45 minutes	\$27.00
46 to 60 minutes	\$36.00
61-75 minutes	\$45.00
76-90 minutes	\$54.00

## 8.10 Retirement

A. Teachers will be eligible for the following retirement plan if they:

1. Are at least sixty (60) years of age by December 31 in the year of retirement; or
2. Are at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher's Retirement System ("TRS") by December 31 in the year of retirement; and
3. Have a minimum of twenty (20) years of full time service in CUSD #301. For the purposes of this Article, nonexempt TRS creditable compensation (earnings) is defined by the Illinois Pension Code and TRS rules and regulations.

If the creditable earnings used by the District to calculate a teacher's 6% retirement benefit includes extra duty or overload pay and the teacher subsequently stops performing the extra duties or overload assignment, the District will deduct the extra duty or overload pay from the teacher's retirement benefit. However, if a teacher's extra duty/overload assignment is removed due to program cuts, lack of enrollment, or some other circumstance beyond the teacher's control, there shall be no reduction in compensation. Additionally, in the event a teacher ceases to perform a paid duty, has any periods of unpaid leave, reduces to a part-time schedule, etc., his/her creditable earnings shall be adjusted to reflect the reduction in time or services provided to the District and so as to avoid any excess salary contribution to TRS.

### One Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 stating that he/she shall retire at the end of the next school year, the teacher will be removed from the salary schedule and for the final year of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior year of employment.

The teacher's prior year nonexempt TRS creditable earnings were \$100,000. The teacher's final year nonexempt TRS creditable earnings will be \$106,000 (i.e.,  $\$100,000 \times 1.06 = \$106,000$ ).

### Two Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 two (2) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final two (2) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, 2019. The teacher's nonexempt TRS creditable earnings for the 2016-2017 school year were \$100,000. The teacher's nonexempt TRS creditable earnings for the 2017-2018 school year will be \$106,000 (i.e.,  $\$100,000 \times 1.06 = \$106,000$ ). The teacher's nonexempt TRS creditable earnings for the 2018-2019 school year will be \$112,360 (i.e.,  $\$106,000 \times 1.06 = \$112,360$ ).

### Three Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 three (3) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final three (3) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, 2020. The teacher's nonexempt TRS creditable earnings for the 2016-2017 school year were \$100,000. The teacher's nonexempt TRS creditable earnings for the 2017-2018 school year will be \$106,000 (i.e.,  $\$100,000 \times 1.06 = \$106,000$ ). The teacher's nonexempt TRS creditable earnings for the 2018-2019 school year will be \$112,360 (i.e.  $\$106,000 \times 1.06 = \$112,360$ ). The teacher's nonexempt TRS creditable earnings for the 2019-2020 school year will be \$119,101.60 (i.e.,  $\$112,360 \times 1.06 = 119,101.60$ ).

### Four Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 four (4) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final four (4) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, 2021. The teacher's nonexempt TRS creditable earnings for the 2016-2017 school year were \$100,000. The teacher's nonexempt TRS creditable earnings for the 2017-2018 school year will be \$106,000 (i.e.,  $\$100,000 \times 1.06 = \$106,000$ ). The teacher's nonexempt TRS creditable earnings for the 2018-2019 school year will be \$112,360 (i.e.  $\$106,000 \times 1.06 = \$112,360$ ). The teacher's nonexempt TRS creditable earnings for the 2019-2020 school year will be \$119,101.60 (i.e.,  $\$112,360 \times 1.06 = 119,101.60$ ). The teacher's nonexempt TRS creditable earnings for the 2020-2021 school year will be \$126,247.70 (i.e.,  $\$119,101.60 \times 1.06 = \$126,247.70$ ).

Any teacher may revoke his/her election to retire only in the case of death or total disability of a member of the immediate family. All monies paid as a bonus will be repaid through equal monthly installments.

## **8.11 Mileage Expense Reimbursement**

Automobile mileage expense reimbursement must be approved in advance by the superintendent of schools. The rate of reimbursement for approved mileage expenses shall be at least equal to the U.S. Internal Revenue Service rate.

Reimbursement shall be made for travel between schools for the purpose of performing regularly assigned duties.

Any teacher assigned coaching duties who is required to travel to an assigned duty in a District 301 school other than the school where he/she ends his teaching day shall be reimbursed for such travel when he/she uses his/her personal vehicle for transportation.

## **8.12 Athletic Supervision, Extra-Curricular Supervision Assistance, and Saturday School Supervision**

For teachers who are assigned by the Athletic Director or Principal to complete these duties, the per diem pay shall be \$65.00. A \$150 stipend will be paid for the supervision of identified tournaments/events. Events that are eligible for the \$150 stipend will be determined by the Athletic Directors/administration after consultation with the Association president or his/her designee. The stipend paid for supervision of a Central High School JV/Varsity football game shall be \$175.

### 8.13 Longevity Stipend

Each Tier I teacher who was employed by the District during the 2016-2017 school year and who has continuously worked in the district for the specified number of years shall receive an additional stipend as shown below to be paid with the June or July payroll. These multipliers shall be applied to the base salary listed on the schedule for each year.

	2017-2020
10-14 years	0.014
15-19 years	0.024
20-24 years	0.040
25 or more years	0.060

### 8.14 Professional Growth Activity Program

The District Curriculum Coordinating Council shall annually establish the District #301 Professional Growth Committee. This subcommittee of the CCC will select, approve, and evaluate instructors and programs offered through the Professional Growth Activity Program (PGAP). Teachers shall have priority placement in the class provided timelines and course prerequisites (if applicable) have been met. If the timelines for sign up have passed, the district has the option to offer empty enrollment spots to other appropriate staff.

In addition, this committee will develop a needs assessment instrument and will be responsible for monitoring the completion of this instrument by the District staff. The subcommittee will be made up of the superintendent or his/her designee, Association president or his/her designee and one (1) teacher from each instructional level (elementary, middle school, and high school). Teachers shall be selected by the Association.

#### A. Course Selection and Approval Process:

1. At the beginning of each school year, a list of approved activity programs will be distributed to staff. A minimum of five (5) classes will be offered during each school year, with additional classes offered during the summer;
2. The amount of possible credit will be established in advance of enrollment;
3. Approved courses will address the needs of the district, staff, and students and must have a minimum fifteen (15) hours of instruction;
4. Only qualified instructors will be used. District certified staff will be given priority before instruction is outsourced.

#### B. Registration and Attendance

1. Teachers who wish to participate shall pay a \$50 registration fee to the District, which shall be refunded to the teacher only if he/she successfully completes the course in the original allotted time period (i.e., teachers who withdraw or do not complete the course shall forfeit the \$50 registration fee); and
2. Teachers may not repeat a course unless pre-approved by the Assistant Superintendent for Human Resources; and

3. Participants are expected to be present at all sessions and to complete all assignments;
4. Absence, unless due to catastrophic reasons, from more than 20% of instructional time will result in the loss of credit for that course; and
5. A certificate of completion will be presented to the participant and a copy will be placed in his/her file.

C. Program Evaluation

1. Courses and instructors will be evaluated by the course participants and members of the standing committee;
2. Evaluation will be based on:
  - a. instructor expertise;
  - b. method of instruction;
  - c. content area;
  - d. relevancy to district/staff needs;
  - e. materials used/presented; and
  - f. other

D. Incentives

1. Teachers participating in the approved PGAP will be granted credit for salary schedule movement at the rate of one (1) hour of equivalent graduate credit for each fifteen (15) hours of instruction successfully completed. A maximum of eight (8) equivalent credit hours may be earned in this manner during the course of one (1) school year. A school year is considered from September 1<sup>st</sup> to August 31<sup>st</sup>.
2. A fee of \$25.00 per class will be charged to each participant. In addition, each participant shall be responsible for the cost of any possible course books, materials, and/or other supplies.
3. Those teachers who elect not to take the PGAP credit will be given a stipend of \$150.00 for every PGAP hour earned to a maximum of \$1200.00 per year.
4. In-district teachers who serve as PGAP instructors shall receive either double the credit hours or \$1500.00. The instructor shall have the choice of credit hours or stipend.
5. Teachers who successfully complete a P-GAP course may request to receive professional development hours to be used for the purpose of recertification.

**8.15 Hourly Extra Pay Rate**

Salary for summer or evening school and any assigned responsibility in addition to the normal teaching load, shall be at the rate of \$32.00 per hour.

## 8.16 Tuition Waivers and Tuition Reimbursement

- A. Teachers who earn tuition waivers will be offered the first opportunity to use tuition waivers and take course work from the issuing university. Unused waivers will be distributed equitably on a first come first serve basis. Teachers requesting multiple tuition waivers may receive one waiver and then be placed on a waiting list for additional waivers as they become available. Teachers must request these waivers each university school term.
- B. At least 10 work days prior to the start of a program or course, a teacher who wishes to request tuition reimbursement must submit a written request (which must include a description of the course or program) for approval to the superintendent, or designee. The request must describe the course or program for which tuition reimbursement is requested. If the request is approved, the teacher will receive tuition reimbursement of \$100.00 per semester hour for:
  - a. an accredited graduate degree program or post-graduate degree graduate coursework in an instructional, content-specific area;
  - b. an accredited undergraduate degree program in a hard-to-fill area, which may include, but is not limited to, special education, Spanish, ELL, ESL; or
  - c. accredited undergraduate coursework leading to an additional endorsement or satisfying a pre-requisite course which must be taken to proceed with another approved program.

Online degree programs will not be approved unless they are hard to find graduate degree programs as determined by the superintendent or designee. The approval or denial under this section of any coursework or of any program shall be non-precedential and shall not be subject to the grievance procedures of this contract. First year teachers receiving mentoring are not eligible for reimbursement while involved in mentoring. Reimbursement may be received during the summer after their first year of teaching. Any teacher who completes a pre-approved course during the summer must continue to be employed by the District in the following fall to be eligible for reimbursement. No more than eight (8)\* total hours will be reimbursed for coursework completed during a "school year" (i.e., September 1<sup>st</sup> to August 31<sup>st</sup>). There shall be no carryover of hours taken in excess of 8 completed during a school year .

\* (Teachers working toward their first approved Master's Degree may be reimbursed up sixteen (16 credit hours per school year.)

## 8.17 First Year Teacher Orientation Stipend

Full and part-time teachers in their first year who have been hired prior to the start of the school year will attend an orientation training program and will be extended an orientation stipend of \$325. (Fourteen hours or two days at \$23.21). This stipend will be issued to those first year teachers who successfully complete the orientation training program for the district. Participants will be paid on the August 31<sup>st</sup> pay date.

## 8.18 Committees

- A. District Committees shall be defined as those that address the district responsibilities, the strategic plan, or activities that span multiple grade levels, and meet outside the contractual day.
  - 1. District Committees include, but are not limited to: DLT, CCC, and Rising Star.
  - 2. Membership on committees meeting for 15-20 hours within the fiscal year shall be compensated at the rate of \$300.00 per committee member, which compensation shall be prorated based on the number of meetings attended.

3. Membership on committees meeting for less than 15 hours within the fiscal year shall be compensated at the rate of \$150.00 per committee member, which compensation shall be prorated based on the number of meetings attended.
  4. On school days, after school meetings shall last no longer than two hours. Meeting times will only constitute time spent in the meeting.
  5. Committee members shall be compensated at the hourly rate (Section 8.15) when meeting in excess of 20 total hours outside the contractual day for the fiscal year.
- B. Membership on these committees will be through an application process (except for the Rising Star Committee).
- C. Subject Area Committee (SAC) Facilitator

For teachers who are assigned to be K-8 Subject Area Committee (SAC) Facilitators a tiered compensation model based on the level of responsibilities required in any given year of the curriculum development cycle shall be used. Those years requiring more intensive involvement by the Facilitator shall reflect a higher rate of compensation when compared to years requiring less time and involvement by the Facilitator. Annually, the level or "Tier" of compensation would be established by the Director of Curriculum & Assessment (or superintendent's designee) in conjunction with the current SAC Facilitator and the Association President (or his/her designee) for each subject area.

- 1 Tier I - \$2500
  - a. New state standards adopted – requiring curriculum rewrite and validation
  - b. Writing of common assessments, rubrics, answer keys, directions, and validations
- 2 Tier II - \$1250
  - a. Textbook and resource adoption year
- 3 Tier III - \$500
  - a. Maintenance years (4 meetings – 1 per quarter)\*

\* If minimum requirements are not met the stipend will be prorated.

### **8.19 Reimbursement for Physical Moves**

Teachers shall be compensated with one (1) day of substitute teacher pay, when a change in classroom is requested by the administration or if a teacher voluntarily changes classrooms but only in the circumstance where the voluntary change occurs because the teacher's position is to be eliminated due to a reduction of a section or the discontinuation of a program.

### **8.20 Tax Sheltered Annuity/403(B) Plan Contribution**

TRS Tier II teachers shall receive an annual Board-paid contribution into a Tax Sheltered Annuity/403(b) Plan. The Board of Education shall match an employee's contribution up to the amount of \$250 each year.

Teachers must enroll in the District's 403 (b) Plan prior to any such payment being made. Teachers who do not enroll in the TSA/403(b) Plan shall forfeit all payments described in this section. Part time teachers shall receive a contribution proportional to that of a full time teacher.

## Article IX

### NEGOTIATION PROCEDURE

#### 9.1 Professional and Amiable Conduct

All meetings, procedures, and related matters shall be conducted in a professional and amiable manner.

#### 9.2 Representative Authority

It is the mutual responsibility of the School Board and the Association that their representative negotiation agents shall be clothed with the necessary power and authority to make and consider proposals, counter proposals, and tentative agreements.

#### 9.3 Tentative Agreement

All agreements between the Board and Teacher Committees shall be considered tentative until the entire agreement is negotiated and ratified by both parties. After ratification by the Association, the agreement shall be presented to the Board for adoption.

#### 9.4 Good Faith

Both parties understand and agree to negotiate in good faith.

#### 9.5 Negotiations Team Membership

Members of the negotiation teams shall be limited to District 301 Board members or employees. However, in the event the board team brings in an outside negotiator to the table, the teachers may do likewise.

#### 9.6 Negotiations Initiation and Reopening

- A. By March 1 of the final year of this agreement, either party may request that a time, date, and place be set for opening negotiations and establishing the ground rules for negotiations. A meeting to open negotiations shall be held as soon as possible at a time mutually agreeable to the Association and the Board.

If neither party requests that negotiations be opened by March 1, the superintendent shall inform both parties that the deadline has passed. If no request is forthcoming within five (5) days of the notice from the superintendent, this agreement shall remain in effect for one additional year.

- B. After such request that negotiations are received by the superintendent, negotiations shall begin as soon as possible at a time mutually agreed upon by the teachers and Board.

- C. While this is a three (3) year contract it is agreed that there shall be a five (5) item reopen provision for each party in the three (3) year of the agreement. Additionally, there is a memorandum of understanding concerning a salary reopener at the end of the 2018-2019 school term attached to this Agreement as Appendix F.

- D. All items in this agreement which are not brought up for renegotiation shall be continued from contract-to-contract.

Article X

DURATION AND RELATED TECHNICAL CLAUSES

10.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties. It is understood that all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this agreement, are retained by the Board.

10.2 No Strike Clause

The teachers agree not to strike, or engage in, support, or encourage any concerted or widespread refusal to render full and complete services in the school district during the life of this contract.

10.3 Savings Clause

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

10.4 Duration of Agreement and Effective Dates

As of its commencement date, June 19, 2017, this contract supersedes and replaces all past agreements and contracts in place between the parties. As such, this Agreement shall be effective May 30, 2017, and shall continue in effect until August 31, 2020.

This Agreement is signed this 19<sup>th</sup> day of June, 2017.

In witness thereof:

For The Central Education Association

Kim Paulus  
President

Kathie Dickson  
Chief Negotiator

For the Board of Education, Central Community Unit School District 301

[Signature]  
President

[Signature]  
Secretary

**Appendix A**

**Salary Schedules/Extra Duty Salary Schedules for 2017-2018  
2017-18 Salary Schedule Without TRS**

Step	BS	BS + 8	BS +16	BS + 24	BS +40	BS + 48	BS +56	BS +64	BS +72	<<< Hired Before July , 1993	
					MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
A	37712	38956	40242	41570	42942	44359	45823	47335	48897	50511	52177
B	38956	40242	41570	42942	44359	45823	47335	48897	50511	52177	53899
C	40242	41570	42942	44359	45823	47335	48897	50511	52177	53899	55678
D	41570	42942	44359	45823	47335	48897	50511	52177	53899	55678	57515
E	42942	44359	45823	47335	48897	50511	52177	53899	55678	57515	59413
F	44359	45823	47335	48897	50511	52177	53899	55678	57515	59413	61374
G	45823	47335	48897	50511	52177	53899	55678	57515	59413	61374	63399
H	47335	48897	50511	52177	53899	55678	57515	59413	61374	63399	65492
I	48897	50511	52177	53899	55678	57515	59413	61374	63399	65492	67653
J	50511	52177	53899	55678	57515	59413	61374	63399	65492	67653	69885
K	52177	53899	55678	57515	59413	61374	63399	65492	67653	69885	72191
L	53899	55678	57515	59413	61374	63399	65492	67653	69885	72191	74574
M	55678	57515	59413	61374	63399	65492	67653	69885	72191	74574	77035
N	57515	59413	61374	63399	65492	67653	69885	72191	74574	77035	79577
O	59413	61374	63399	65492	67653	69885	72191	74574	77035	79577	82203
P		63399	65492	67653	69885	72191	74574	77035	79577	82203	84916
Q			67653	69885	72191	74574	77035	79577	82203	84916	87718
R				72191	74574	77035	79577	82203	84916	87718	90613
S					77035	79577	82203	84916	87718	90613	93603
T					79577	82203	84916	87718	90613	93603	96692
U									93603	96692	99882

2017-2018 Extra Duty Table without TRS					37712	Base	WITHOUT TRS			
	A	B	C	D	E	F	G	H	I	J
1-3 YRS.	996	1395	1825	2564	2979	3394	3813	4228	4808	5385
4-6 YRS.	1244	1656	2074	3315	3733	4145	4559	4974	5804	6630
7-9 YRS.	1546	1969	2383	3937	4352	4767	5182	5804	6630	7546
10+ YRS.	1848	2278	2693	4559	4974	5385	5804	6630	7459	8493

**Appendix A-1**

**Salary Schedules/Extra Duty Salary Schedules for 2017-2018  
2017-18 Salary Schedule With TRS**

Step 3.30%      Lane 3.30%

Step					BS + 40	BS + 48	BS +56	BS +64	BS +72	<<< Hired Before July , 1993	
	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
A	41442	42809	44222	45681	47189	48746	50355	52016	53733	55506	57338
B	42809	44222	45681	47189	48746	50355	52016	53733	55506	57338	59230
C	44222	45681	47189	48746	50355	52016	53733	55506	57338	59230	61185
D	45681	47189	48746	50355	52016	53733	55506	57338	59230	61185	63204
E	47189	48746	50355	52016	53733	55506	57338	59230	61185	63204	65289
F	48746	50355	52016	53733	55506	57338	59230	61185	63204	65289	67444
G	50355	52016	53733	55506	57338	59230	61185	63204	65289	67444	69670
H	52016	53733	55506	57338	59230	61185	63204	65289	67444	69670	71969
I	53733	55506	57338	59230	61185	63204	65289	67444	69670	71969	74344
J	55506	57338	59230	61185	63204	65289	67444	69670	71969	74344	76797
K	57338	59230	61185	63204	65289	67444	69670	71969	74344	76797	79331
L	59230	61185	63204	65289	67444	69670	71969	74344	76797	79331	81949
M	61185	63204	65289	67444	69670	71969	74344	76797	79331	81949	84654
N	63204	65289	67444	69670	71969	74344	76797	79331	81949	84654	87447
O	65289	67444	69670	71969	74344	76797	79331	81949	84654	87447	90333
P		69670	71969	74344	76797	79331	81949	84654	87447	90333	93314
Q			74344	76797	79331	81949	84654	87447	90333	93314	96393
R				79331	81949	84654	87447	90333	93314	96393	99574
S					84654	87447	90333	93314	96393	99574	102860
T					87447	90333	93314	96393	99574	102860	106255
U									102860	106255	109761

2017-2018 Extra Duty Table without TRS

37712

Base

WITHOUT TRS

	A	B	C	D	E	F	G	H	I	J
1-3 YRS.	1094	1533	2006	2818	3274	3730	4190	4646	5284	5918
4-6 YRS.	1368	1819	2279	3643	4103	4554	5010	5466	6378	7285
7-9 YRS.	1699	2163	2619	4327	4782	5238	5694	6378	7285	8292
10+ YRS.	2031	2503	2959	5010	5466	5918	6378	7285	8197	9333

**Appendix B**

**Salary Schedules/Extra Duty Salary Schedules for 2018-2019  
2018-19 Salary Schedule Without TRS**

Step 3.30%      Lane 3.30%

Step					BS + 40	BS + 48	BS + 56	BS + 64	BS + 72	<<< Hired Before July , 1993	
	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
A	38240	39502	40805	42152	43543	44980	46464	47998	49582	51218	52908
B	39502	40805	42152	43543	44980	46464	47998	49582	51218	52908	54654
C	40805	42152	43543	44980	46464	47998	49582	51218	52908	54654	56458
D	42152	43543	44980	46464	47998	49582	51218	52908	54654	56458	58321
E	43543	44980	46464	47998	49582	51218	52908	54654	56458	58321	60245
F	44980	46464	47998	49582	51218	52908	54654	56458	58321	60245	62233
G	46464	47998	49582	51218	52908	54654	56458	58321	60245	62233	64287
H	47998	49582	51218	52908	54654	56458	58321	60245	62233	64287	66408
I	49582	51218	52908	54654	56458	58321	60245	62233	64287	66408	68600
J	51218	52908	54654	56458	58321	60245	62233	64287	66408	68600	70864
K	52908	54654	56458	58321	60245	62233	64287	66408	68600	70864	73202
L	54654	56458	58321	60245	62233	64287	66408	68600	70864	73202	75618
M	56458	58321	60245	62233	64287	66408	68600	70864	73202	75618	78113
N	58321	60245	62233	64287	66408	68600	70864	73202	75618	78113	80691
O	60245	62233	64287	66408	68600	70864	73202	75618	78113	80691	83354
P		64287	66408	68600	70864	73202	75618	78113	80691	83354	86105
Q			68600	70864	73202	75618	78113	80691	83354	86105	88946
R				73202	75618	78113	80691	83354	86105	88946	91881
S					78113	80691	83354	86105	88946	91881	94913
T					80691	83354	86105	88946	91881	94913	98045
U									94913	98045	101281

2018-2019 Extra Duty Table without TRS

38240

Base

WITHOUT TRS

	A	B	C	D	E	F	G	H	I	J
1-3 YRS.	1010	1415	1851	2600	3021	3442	3866	4287	4876	5461
4-6 YRS.	1262	1679	2103	3361	3786	4203	4623	5044	5885	6723
7-9 YRS.	1568	1996	2417	3992	4413	4834	5254	5885	6723	7652
10+ YRS.	1874	2310	2730	4623	5044	5461	5885	6723	7564	8612

**Appendix B-1**

**Salary Schedules/Extra Duty Salary Schedules for 2018-2019  
2018-19 Salary Schedule With TRS**

Step 3.30% Lane 3.30%

Step	<div style="display: flex; justify-content: space-between; font-size: small;"> <span>BS + 40</span> <span>BS + 48</span> <span>BS +56</span> <span>BS +64</span> <span>BS +72</span> <span>&lt;&lt;&lt; Hired Before July , 1993</span> </div>										
	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
A	42022	43409	44841	46321	47850	49429	51060	52745	54485	56283	58141
B	43409	44841	46321	47850	49429	51060	52745	54485	56283	58141	60059
C	44841	46321	47850	49429	51060	52745	54485	56283	58141	60059	62041
D	46321	47850	49429	51060	52745	54485	56283	58141	60059	62041	64089
E	47850	49429	51060	52745	54485	56283	58141	60059	62041	64089	66204
F	49429	51060	52745	54485	56283	58141	60059	62041	64089	66204	68388
G	51060	52745	54485	56283	58141	60059	62041	64089	66204	68388	70645
H	52745	54485	56283	58141	60059	62041	64089	66204	68388	70645	72976
I	54485	56283	58141	60059	62041	64089	66204	68388	70645	72976	75385
J	56283	58141	60059	62041	64089	66204	68388	70645	72976	75385	77872
K	58141	60059	62041	64089	66204	68388	70645	72976	75385	77872	80442
L	60059	62041	64089	66204	68388	70645	72976	75385	77872	80442	83097
M	62041	64089	66204	68388	70645	72976	75385	77872	80442	83097	85839
N	64089	66204	68388	70645	72976	75385	77872	80442	83097	85839	88671
O	66204	68388	70645	72976	75385	77872	80442	83097	85839	88671	91598
P		70645	72976	75385	77872	80442	83097	85839	88671	91598	94620
Q			75385	77872	80442	83097	85839	88671	91598	94620	97743
R				80442	83097	85839	88671	91598	94620	97743	100968
S					85839	88671	91598	94620	97743	100968	104300
T					88671	91598	94620	97743	100968	104300	107742
U									104300	107742	111298

2018-2019 Extra Duty Table without TRS

	38240 Base						WITHOUT TRS			
	A	B	C	D	E	F	G	H	I	J
1-3 YRS.	1109	1555	2034	2857	3320	3782	4248	4711	5358	6001
4-6 YRS.	1387	1845	2311	3694	4160	4618	5080	5543	6467	7387
7-9 YRS.	1723	2194	2656	4387	4849	5312	5774	6467	7387	8409
10+ YRS.	2059	2538	3000	5080	5543	6001	6467	7387	8312	9463

## Appendix C

### Salary Schedules/Extra Duty Salary Schedules for 2019-2020 2019-20 Salary Schedule Without TRS

Step 3.30%      Lane 3.30%

Step	<<< Hired Before July , 1993										
	BS	BS + 8	BS +16	BS + 24	BS + 40 MA	BS + 48 MA + 8	BS +56 MA + 16	BS +64 MA + 24	BS +72 MA + 30	MA + 38	MA +46
A	38508	39779	41091	42447	43848	45295	46790	48334	49929	51577	53279
B	39779	41091	42447	43848	45295	46790	48334	49929	51577	53279	55037
C	41091	42447	43848	45295	46790	48334	49929	51577	53279	55037	56853
D	42447	43848	45295	46790	48334	49929	51577	53279	55037	56853	58729
E	43848	45295	46790	48334	49929	51577	53279	55037	56853	58729	60667
F	45295	46790	48334	49929	51577	53279	55037	56853	58729	60667	62669
G	46790	48334	49929	51577	53279	55037	56853	58729	60667	62669	64738
H	48334	49929	51577	53279	55037	56853	58729	60667	62669	64738	66874
I	49929	51577	53279	55037	56853	58729	60667	62669	64738	66874	69081
J	51577	53279	55037	56853	58729	60667	62669	64738	66874	69081	71360
K	53279	55037	56853	58729	60667	62669	64738	66874	69081	71360	73715
L	55037	56853	58729	60667	62669	64738	66874	69081	71360	73715	76148
M	56853	58729	60667	62669	64738	66874	69081	71360	73715	76148	78661
N	58729	60667	62669	64738	66874	69081	71360	73715	76148	78661	81257
O	60667	62669	64738	66874	69081	71360	73715	76148	78661	81257	83938
P		64738	66874	69081	71360	73715	76148	78661	81257	83938	86708
Q			69081	71360	73715	76148	78661	81257	83938	86708	89569
R				73715	76148	78661	81257	83938	86708	89569	92525
S					78661	81257	83938	86708	89569	92525	95578
T						81257	83938	86708	89569	92525	95578
U									95578	98733	101991

2019-2020 Extra Duty Table without TRS

	38508      Base						WITHOUT TRS			
	A	B	C	D	E	F	G	H	I	J
1-3 YRS.	1017	1425	1864	2619	3042	3466	3893	4317	4910	5499
4-6 YRS.	1271	1691	2118	3385	3812	4232	4656	5079	5926	6770
7-9 YRS.	1579	2010	2434	4020	4444	4867	5291	5926	6770	7705
10+ YRS.	1887	2326	2749	4656	5079	5499	5926	6770	7617	8672

**Appendix C-1**

**Salary Schedules/Extra Duty Salary Schedules for 2019-2020  
2019-20 Salary Schedule With TRS**

Step 3.30% Lane 3.30%

Step	BS	BS + 8	BS +16	BS + 40	BS + 48	BS +56	BS +64	BS +72	<<< Hired Before July , 1993		
				BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
A	42316	43713	45155	46646	48185	49775	51418	53114	54867	56678	58548
B	43713	45155	46646	48185	49775	51418	53114	54867	56678	58548	60480
C	45155	46646	48185	49775	51418	53114	54867	56678	58548	60480	62476
D	46646	48185	49775	51418	53114	54867	56678	58548	60480	62476	64538
E	48185	49775	51418	53114	54867	56678	58548	60480	62476	64538	66667
F	49775	51418	53114	54867	56678	58548	60480	62476	64538	66667	68868
G	51418	53114	54867	56678	58548	60480	62476	64538	66667	68868	71140
H	53114	54867	56678	58548	60480	62476	64538	66667	68868	71140	73488
I	54867	56678	58548	60480	62476	64538	66667	68868	71140	73488	75913
J	56678	58548	60480	62476	64538	66667	68868	71140	73488	75913	78418
K	58548	60480	62476	64538	66667	68868	71140	73488	75913	78418	81006
L	60480	62476	64538	66667	68868	71140	73488	75913	78418	81006	83679
M	62476	64538	66667	68868	71140	73488	75913	78418	81006	83679	86440
N	64538	66667	68868	71140	73488	75913	78418	81006	83679	86440	89293
O	66667	68868	71140	73488	75913	78418	81006	83679	86440	89293	92240
P		71140	73488	75913	78418	81006	83679	86440	89293	92240	95283
Q			75913	78418	81006	83679	86440	89293	92240	95283	98428
R				81006	83679	86440	89293	92240	95283	98428	101676
S					86440	89293	92240	95283	98428	101676	105031
T					89293	92240	95283	98428	101676	105031	108497
U									105031	108497	112078

2019-2020 Extra Duty Table without TRS

	38508 Base						WITHOUT TRS			
	A	B	C	D	E	F	G	H	I	J
1-3 YRS.	1117	1566	2048	2878	3343	3808	4278	4744	5395	6043
4-6 YRS.	1396	1858	2327	3720	4189	4651	5116	5582	6513	7439
7-9 YRS.	1735	2209	2674	4418	4883	5349	5814	6513	7439	8468
10+ YRS.	2074	2556	3021	5116	5582	6043	6513	7439	8370	9530

## Appendix D Extra Duty Assignments

COLUMN A	
Extra Duty/Sport	Experience
Art Club (1)	^
Class Sponsor - 9th grade (2)	
Diversity Club	
Drama Club (1)	
German American Partnership Program (1)	
German Club (1)	
German Honor Society (1)	
HS Book Club (1)	
HS Math Contest (1)	
HS Rocket Rowdies	
HS Talent Show Director	
Vocal Velocity (1)	
Mentors	
MS Library/Media Club (1)	
MS Life Science (1)	
MS Pep Club (1)	
National Honor Society (1)	^
SADD (1)	
Spanish Club (1)	
Spanish Honor Society (1)	
HS Writing Club (2)	
Winter Athletic Band (1)	

\*Middle School mini-club sponsors shall receive  
For each club one quarter of the stipend at column A Step 1

COLUMN B	
Extra Duty/Sport	Experience
Class Sponsor – 10 & 11 grade (2)	^
Elementary Service Club	<
Fall Athletic Band (1)	
WYSE (1)	
MS Jazz Band	
MS Orchestra	
MS Student Council (2)	
MS Rainbows	
- Coordinator – 35%	
- Facilitator (3) – 22%	<
HS Service Club	

COLUMN C	
Extra Duty/Sport	Experience
Academic Bowl (2)	^
Class Sponsor – Gr. 12 (2)	
FS Basketball Cheerleading (1)	
HS Assistant Football Cheerleading (1)	
HS Speech Team (1)	
HS Student Council (2)	
MS Team Coordinator	
MS Scholastic Bowl (2)	
HS Peer Leaders	

COLUMN D		
Extra Duty/Sport	Experience	
FFA	-	
HS Fall Pom Poms		
HS Winter Pom Poms		
MS Assistant Basketball (2)		
Theatre Tech Director – Fall (1)		
Theatre Tech Director – Spring (1)		
Star (Character) Education (2)		
MS Yearbook		
HS Football Cheerleading (1)		
HS Weight Room Supervisor*		
MS Track and Field Assistant (2)		<
MS Assistant Football (2)		
MS Assistant Cross Country (2)		
MS Cheerleading (2)		
MS Volleyball Assistant (2)		
MS Wrestling Assistant (1)		
HS/MS Summer School Intervention		

COLUMN E	
Extra Duty/Sport	Experience
HS Basketball Cheerleading (1)	-
MS Football (2)	\$
MS Wrestling (1)	
*Plays/Musicals (HS/MS)	
HS Yearbook	
Department Chair (1-6)	
Lead Nurse	
MS Cross Country	
MS Track (2)	
MS Volleyball (2)	

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COLUMN F	
Extra Duty/Sport	Experience
FR Baseball (1)	
FR Softball (1)	
FR Volleyball	
HS Assistant Cross Country (1)	
HS Assistant Golf (1)	
MS Basketball (2)	
HS Department Chair (7+)	

\*HS Weight Room Supervisor – 3  
sessions-fall, winter, spring

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COLUMN G	
Extra Duty/Sport	Experience
Asst. Varsity Baseball (1)	
Asst. Varsity Softball (1)	
Assistant Volleyball	
Assistant FS Softball (2)	
FR Basketball (1)	
FS Baseball (1)	
FS Softball (1)	
FS Volleyball (1)	
FS Soccer	
HS Assistant Varsity Soccer	

COLUMN H	
Extra Duty/Sport	Experience
Head Cross Country (1)	+
Head Varsity Golf (2)	
Assistant Varsity Basketball (2)	
Assistant Varsity Football (3)	
Assistant Wrestling (3)	
Head FS Basketball (2)	
HS Assistant Track Girls (3)	
HS Assistant Track Boys (3)	
Assistant FR Football (3)	

COLUMN I	
Extra Duty/Sport	Experience
Head Varsity Baseball (1)	#
Head Varsity Soccer (2)	
Head Varsity Softball (1)	#
Head Varsity Volleyball (1)	%

Column J	
Extra Duty/Sport	Experience
Head Varsity Basketball (2)	@
Head Varsity Football (1)	&
Head Wrestling (1)	\$
HS Boys Track (1)	+
HS Girls Track (1)	+
MS Athletic/Activity Coordinator (2)	

\*All current employees in a position will be grandfathered. Any new assignment will be paid according to the schedule.

To be paid at the Hourly Rate:  
Band Music and Vocal Programs  
Department Chair – Additional Duties  
Elementary Music Programs

## Appendix E

### MEMORANDUM OF UNDERSTANDING RE: PILOT ATTENDANCE INCENTIVE PROGRAM

The Board of Education of Central Community Unit School District No. 301 ("Board") and the Central Education Association ("Association") (collectively, the "Parties") are parties to a Collective Bargaining Agreement ("CBA") in effect from the 2017-2018 school year through the 2017- 2020 school year. This Memorandum of Understanding is intended to memorialize an agreement between the Parties concerning the creation of a Pilot Attendance Incentive Program ("Program").

During negotiations for the 2017-2018 to 2019 - 2020 CBA, the parties discussed multiple adverse effects associated with employee absenteeism and determined to temporarily pilot a program to offer a financial incentive to minimize absenteeism.

**Attendance Incentive:** The Board shall provide a **\$500 attendance incentive** to all eligible full-time employees who do not exceed three (3) days of absence during the 2017-2018 school year.

- A. The incentive shall not be considered salary for the purpose of future pay increases. Additionally, teachers who have submitted a notice of intent to retire, and for whom the payment of an attendance incentive would result in an increase in excess of 6% over the prior year's creditable earnings shall not be eligible for the incentive to the extent of any excess. In the event that, during the final year of employment, such teacher is ineligible for all or part of an attendance incentive, the teacher may submit a request for any portion of the final year's incentive to be paid after the teacher's receipt of his/her final paycheck for regular earnings which shall be considered non-reportable to TRS.

The teacher must have been employed with the District as of the first work day of the 2017-2018 work year (to be eligible to receive an incentive for 2017-2018 attendance).

- B. Only those employees who are actively employed by the District when the incentive is paid, or who retired from service with the District at the end of the 2017-2018 school year may receive an incentive for three or fewer days of absence.
- C. The incentive will be paid and included on the first paycheck in December, 2018 (i.e., a teacher who qualifies for an incentive for 2017-2018 will receive the stipend in December of 2018). Retirees will receive their incentive payment by the end of the fiscal year in which they retire.
- D. Absences shall be computed on the basis of one-half (1/2) day missed.
- E. Absences for reasons related to Association activities (6.6), Professional Development (6.7) and/or for Bereavement (6.2) shall not count as an absence for the purposes of the attendance incentive.
- F. It is expressly understood that the Board intends to pilot this Program for the 2017-2018 school term only. Thereafter, the Board will evaluate the Program's success in reducing employee absenteeism. The Board reserves the right, in its sole discretion to determine to continue the Program for one or more years of the 2017-2018 to 2019-2020 CBA. However, the Program shall be considered sunset when the 2017-2018 to 2019-2020 CBA expires. Accordingly, as of August 31, 2020, this provision shall no longer be considered a part of the 2017-2018 to 2019-2020 CBA and all obligations hereunder shall automatically terminate, unless

the parties mutually agree, during successor negotiations, to extend an Attendance Incentive Program to subsequent school years.

For Central Education Association

For the Board of Education

*Kim Paulus*

Chief Negotiator / *President*

*Kathie Dickson*

Date

*JP Kelleher*

Chief Negotiator *President*

*June 19, 2017*

Date