

**AGREEMENT BETWEEN  
COMMUNITY UNIT SCHOOL  
DISTRICT NO. 20**

**AND**

**EAST LAWRENCE EDUCATION  
ASSOCIATION – IEA/NEA**

**2022-2023**

**2023-2024**

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## ARTICLE I – RECOGNITION

### 1.01 Recognition/Definition

The Board of Education of Lawrence County Community Unit School District #20, Lawrence and Crawford Counties, Illinois, (hereinafter referred to as the “Employer”, “District” or the “Board”) recognize the East Lawrence Education Association-IEA/NEA (hereinafter referred to as the “Association”) as the sole and exclusive bargaining representative for all certificated employees (including, but not limited to, teachers, librarians, guidance counselors, psychologists, and nurses) employed by the employer. Excluded are superintendent, assistant superintendent, principals, assistant principals, non-certified employees, special education coordinator, grant administrator, dean of students, director of curriculum and instruction, independent contractors and all other employees excluded under the Illinois Educational Labor Relations Act.

### 1.02 Exclusivity

The Board agrees not to negotiate hours, wages, and other terms and conditions of employment with any other group of teachers or organization during the life of this agreement, except if the Illinois Educational Labor Relations Board certifies another sole and exclusive representative. This shall not prohibit the Board from consulting with teachers or groups of teachers in regard to areas lying within their professional competency.

## ARTICLE II – NEGOTIATIONS

### 2.01 Commencement of Bargaining

The parties agree to commence bargaining for a successor agreement no later than June 1 of the year of expiration of this agreement.

### 2.02 Mediation

Should the parties fail to reach an agreement they will jointly request the assistance of the Federal Mediation and Conciliation Service (FMCS). A request by one party shall be considered a joint request. Should FMCS be unavailable the parties will notify the Illinois Educational Labor Relations Board.

## ARTICLE III – ASSOCIATION RIGHTS

### 3.01 Association Matters-Board Agenda

The Association, by its spokesperson, may address the Board of Education at the “public forum” section of Board meetings, subject to reasonable time constraints and other rules and regulations of the Board, or rulings of the President in regard to the public forum. The Association shall make known to the Superintendent at least forty-eight (48) hours prior to a regular meeting those topics which the Association wishes to address.

### 3.02 Board Meetings-Notification

The President of the Association, or his/her designee, shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting (if any) in the same fashion as given to Board members.

### 3.03 Copies of Board Minutes

All public session Board minutes shall be emailed or mailed to the President of the Association as soon as they have been approved. The Secretary’s unofficial notes of public sessions will be given to the Association President or his/her designee at the same time they are given to the Board.

### 3.04 Notification of Proposals

The association will be notified when the Board proposes plans for annexation/consolidation, construction, attendance center changes, or revisions in employee policy.

### 3.05 Document Availability

Upon request, the Association will be given at no cost one (1) copy of the most recent Annual Financial Report (ISBE #50-35) and Annual Budget (ISBE #50-36). Other documents generally available to the public will be provided at a reasonable copy cost.

### 3.06 Association Announcements

Announcements of Association meetings may be made in the same manner and at the same time as other daily school announcements.

### 3.07 Student Presence

Matters relating to supervisor—employee or Board—employee relationships shall not be discussed in the presence of students not directly involved.

### 3.08 Names and Addresses-New Employees

Names and addresses of newly hired bargaining unit employees shall be provided to the Association within ten (10) days after their hiring, or prior to the first day of school if the first day of school falls less than ten (10) calendar days after their hiring. In accordance with the Public Act 101-0620, the district will provide at least once a month or upon request a complete list of names and addresses and all other relevant information as specified in the Public Act of employees in the bargaining unit including full time substitutes.



3.09 Association Leave

The Association shall be granted an aggregate of five (5) days (example: one person five days, or two persons two days each and one person one day) district-wide for Association leave annually. The Association shall reimburse the District for the cost of substitutes, if hired.

3.10 Printing of Contract Costs and Distribution

Within thirty (30) days after the agreement is signed the District will provide for the Association twenty (20) copies for distribution to bargaining unit. The District shall cover the cost of printing the contract. The district shall provide a copy for each teacher's lounge and workroom that the Association will maintain. The contract will also be posted on the district's website.

3.11 Association Participation-Employee Suspension/Discharge

Any employee who is required to appear before the Superintendent or Board of Education in regard to a matter which could result in that employee's suspension without pay or discharge, shall have the right to be represented by the Association. Employee(s) called to meetings of this type with the Building Principal shall have the right to be accompanied by a member of the local level of the Association. Prior to scheduling any such meeting, the employee will be given reasonable notice of the nature of the charge and informed of his/her right to be represented by the Association at such meeting. This provision does not apply to the evaluation of employees or decision of the Board of Education not to renew the contracts of probationary employees, but does include meetings to discuss official written reprimands.

3.12 Payroll Deductions/Procedures for Membership Authorization

Proper authorization for Association dues payroll deductions shall be the signature of an employee on an NEA/IEA authorization form and submitted to the Superintendent or his/her designee. Such authorization shall be received by the Superintendent or designee by the 10<sup>th</sup> of any month to be effective for the following month. Such authorization shall remain effective from year to year unless the employee cancels such authorization by notice, in writing, to the Superintendent and the Association prior to September 1 of any school year to be effective for that year. Authorizations shall become effective for the next monthly pay period, and shall continue in substantially equal installments through the last pay period which concludes in May of each year. Dues deducted shall be submitted by the CUSD #20 payroll specialist to the IEA/NEA Membership Processing Department, 100 East Edwards Street, Springfield, IL 62704-1999 monthly from September to May. Local dues will be deducted in entirety on the first paycheck of the school year and given to the ELEA treasurer and not sent to IEA.

The Board is expressly relieved of obligations for dues deductions in the following instances. Timely notification will be given to the Association Treasurer of any of these circumstances.

- A. Insufficient earnings to cover deductions;
- B. Dues in arrears where the District has complied with its deduction obligation under this provision;
- C. Teachers no longer employed by the District, suspended without pay, or on unpaid leaves of absence.

3.13 Association Business at Teacher Institutes

The Association and the Employer agree that at the request of the Association a reasonable time (up to one hour) will be made available during teacher institutes for Association purposes. Such meetings shall occur at a time mutually agreed upon by the Association and the administration.

3.14 Association Use of District Facilities and Equipment

The Employer will allow the Association to use rooms in District buildings for committee, general or building employee meetings outside of school attendance hours. Such use shall be approved in advance by the building Principal or Superintendent which use shall not be unreasonably withheld. Use of buildings by the Association shall not conflict with use previously scheduled by others. The Association shall pay a reasonable charge for any necessary custodial cost in connection with Association use.

The Association shall have the right to use typewriters, duplicating or printing equipment, and computer or laptops, word processing and any other equipment at reasonable times when such equipment is not in use. Such use shall never conflict with use for school purposes. The Association shall reimburse the District for the cost of all expendables. No administrative office equipment shall be available for use under this paragraph.

3.15 Bulletin Boards and Mailboxes

The Association shall have the right to use inter-building mail and employee mailboxes, if the same exist. The Administration shall designate a bulletin board in each faculty/employee lounge for use by the Association for the purpose of Association notices. Association notices shall not be posted on other bulletin boards or places. The principal may direct the removal of any items posted on the bulletin board which, in the principal's judgment, may be offensive to other staff members, in poor taste, or not appropriate for display.

3.16 Association Meeting - Notification

The Board or its designees will be given the opportunity, with the approval of the Association Board, to be placed on the agenda of an Association meeting providing forty-eight (48) hours' notice is given.

## ARTICLE IV – GRIEVANCE PROCEDURE

### 4.01 Definition

A grievance shall be a claim by the Association, an employee, or group of employees, that there has been a violation of the contract.

All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall double, and consist of all weekdays (Monday through Friday).

### 4.02 Procedures

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

- A. **STEP I** – The grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, local association representative (if requested by the grievant) and the building principal shall be present for such meeting. Within ten (10) days of the meeting, the Principal shall provide the Association with his/her written response.
- B. **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 fifteen (15) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within five (5) days of the Superintendent’s receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent’s written response.
- C. **STEP III** - If the alleged grievance is not resolved in Step II, the grievant and Association may appeal the grievance to the Board within five (5) days of the Step II answer. The Board shall arrange for a meeting. The meeting must take place with the aggrieved within thirty (30) days of receiving the appeal. Each party shall have the right to include in its representation such witnesses and counselors as deems necessary to develop the pertinent facts to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide a written statement of the Board’s decision to the grievant signed by the Board President or his/her Board member designee.
- D. **STEP IV** – If the grievant and Association are not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step III answer, then the grievance shall be deemed withdrawn. If within thirty (30) days of the filing of the demand with the Employer the parties cannot agree on an arbitrator, the demand shall be submitted to the Federal Mediation and Conciliation Service (FMCS) which shall act as the administrator of the proceedings. Either party may elect to request another list of arbitrators from FMCS for any reason.

Time Bar

All grievances shall be presented at Step I within ten (10) school days (ten (10) weekdays during summer break) of the date of the alleged violation, or the employee's knowledge thereof, whichever is later. Failure to timely present the grievance at Step I, or timely process the grievance to the next step shall be a bar to further appeal. If a grievance is not settled before the end of the school year, then the grievance will transition to the summer timeline which is outline in 4.01 in which the timeline doubles.

4.03 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

4.04 Class Grievance

Class grievances involving more than one employee or more than one supervisor, and grievances involving an administrator above the building level shall be initially filed by the Association at Step II.

4.05 Reprisals

No reprisals shall be taken by the Employer against any employee because of the employee's participation in a grievance

4.06 Release Time

Should an administrator meeting or an arbitration occur during work time, necessary witness(es), representative(s) and/or grievant(s) shall be released without loss of pay or benefits. This paragraph shall not be utilized to present repetitious or duplicative evidence. Witnesses testifying under this paragraph shall be released for the minimal amount of time necessary to present evidence. There shall be no unnecessary interruption of the student day, or teacher's other duties. Witnesses shall be called during non-teaching time, except if this is impossible.

4.07 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

4.08 Grievance Withdrawal

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

4.09 No Written Response

If no written response shall be rendered within the time limit indicated by a step, then the grievance shall be permitted to proceed to the next step.

4.10 Arbitration Expense

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

4.11 Court Reporter

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

reporter.

4.12 Postponement

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

4.13 Settlement by Mutual Agreement

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

4.14 Grievance Forms

The grievance report form is attached hereto and incorporated herein as Exhibit 1-1.

4.15 Arbitrator's Decision

The arbitrator's decision shall be based only upon the express terms of this agreement. The arbitrator shall have no power to add to, amend, modify, or delete from this agreement. The decision shall be limited to the issue presented to the arbitrator.

## ARTICLE V – LEAVES

### 5.01 Sick Leave

At the beginning of each school year each qualifying member of the defined bargaining unit will be credited with twelve (12) days of sick leave. Unused sick leave days will accumulate. The administration of sick leave shall be in accordance with Illinois statute 105 ILCS 5/24-6 but with the understanding that the School Board will accept a certificate from licensed practitioners in any state. If the referenced Illinois statute is changed in a manner that diminishes the benefits currently set forth, the Association shall have the right to reopen discussion of this changed language at any time during the life of this agreement.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or personal birth, adoption, or placement for adoption. Sick leave may be used for personal medical/dental appointments or for members of the immediate family or household. Up to 3 sick leave days may be used for mental health days. Sick leave, not to exceed one day, may be used in lieu of personal leave to attend the funeral of family members and close friends.

If a member of the defined bargaining unit does not use any sick leave days during the school year, the Board shall pay that staff member a One Hundred Dollar (\$100) stipend.

An employee will be allowed to donate sick days to another employee who has exhausted all of their sick days. Days can only be donated for personal illness, quarantine at home, serious illness or death in the immediate family or household, or personal birth, adoption, or placement of adoption. Days may not be donated for doctor appointments.

### 5.02 Jury Duty

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial proceeding shall be paid his/her full compensation with no loss of leaves, seniority or loss of any other benefits. The employee shall submit witness fees or jury appearance fees to the employer.

### 5.03 Personal Leave

A. At the beginning of each year, each member of the bargaining unit will be credited with three (3) personal leave days. Teachers at the start of their twentieth (20th) year of service in the District will receive one (1) additional personal day for a total of four (4) personal days for that year only. Each additional five (5) years of service will result in one (1) additional personal day for that year only.

B. At the end of each school year, unused personal leave days will automatically convert to sick leave days and shall not accumulate as personal leave days except as set forth in provision 5.03(C) below.

C. If a member of the bargaining unit uses no personal leave days during an entire school year the member will be notified no later than the first day of student attendance in the next school

year and may elect one of the following options: 1) convert the unused personal leave days into accumulated sick leave; 2) for each unused personal leave day receive additional compensation in an amount equal to the School District's current daily rate of pay of \$125 or daily sub pay. Under no circumstances will an employee be allowed to possess more than four (4) personal leave days in any one year. The member will have until the last school day in August to return the form to the unit office or the days will automatically be converted into accumulated sick leave.

D. Personal leave shall not be available to extend a school holiday or vacation, on the first or last day of school, during final exams, on teacher institute days, on parent-teacher conference days, or after April 15th of each year without the approval, in advance, of the Superintendent or his designee stating the express reason, therefore, in writing.

E. Except in an emergency when notice shall be as much in advance as is reasonably possible, a member of the bargaining unit desiring to use personal leave shall notify the superintendent through the Google Form on the school website at least two (2) school days in advance of the requested date to use personal leave. The Superintendent shall have the right to waive the restrictions of this paragraph at his/her discretion.

#### 5.04 Professional Leave

Employees may submit a request for released time to attend professional conferences, visit other schools, take a master teacher certification exam, or participate in other activities designed to improve job performance. Final approval for all such days shall rest with the Superintendent. The Superintendent will render his/her decision within one (1) week of receipt of the request. If a request is denied, the reason for denial must be given to the teacher in writing. Approved professional activities will be reimbursed according to District policy.

#### 5.05 Unpaid Leaves of Absence

Unpaid leaves of absence up to one (1) year in duration may be granted to employees by the Board of Education. Employees may continue to participate in the District's health insurance program at the employee's expense, subject to carrier restrictions. Employees shall not advance upon the salary schedule in any year in which an employee's unpaid leave of absence exceeds ninety (90) days. Unpaid leaves during the probationary period causing the teacher to work less than one hundred twenty days (120) school days shall not constitute a break in service toward the acquisition of tenure as long as the teacher returns to work the following school year; however, the year that the teacher works less than one hundred twenty (120) school days shall not count toward the acquisition of tenure in the District.

Unpaid leaves of absence shall, unless the Superintendent agrees otherwise, coincide with the beginning and ending dates of semesters. Leaves of absence of less than thirty (30) school days need not be approved by the Board of Education if approved by the Administration. Request for leaves of absence in excess of thirty (30) school days shall be submitted to the Board of Education at least thirty (30) days in advance of the requested commencement to the leave (except in case of emergency) and shall specify the beginning and ending dates of the leave requested.

5.06 Family Medical Leave Act

Both teachers and the District shall have such rights as are provided under the Family Medical Leave Act. Neither the Family Medical Leave Act nor any implementing regulations are incorporated into this agreement.

- A. For purposes of applying the Family Medical Leave Act, the 12 month period during which up to 12 weeks of family or medical leave can be taken, will be over a rolling twelve (12) month period of time. A rolling twelve (12) months means the time period begins in the month that the FMLA leave first starts.
- B. The District may not require the employee to utilize accumulated sick leave or personal days prior to utilizing Family or Medical leave. However an employee must apply for medical leave reasonably in advance of the leave request. The Family or Medical leave shall not be interrupted or interspersed with personal leave or sick leave, unless approved in advance by the Superintendent.

5.07 Exhaustion of Available Leave-Requests

If an employee has exhausted leave provided by this agreement, the employee must request an unpaid leave of absence in writing, unless unable, due, for example, to accident or injury. The Administration may develop leave request forms for this purpose. Granting additional leave of absence without pay is at the discretion of the Board.

5.08 Dock Days

No employee is entitled to take any leave except as permitted by this agreement or as may be required by law. However, if an employee has exhausted all of his/her personal leave days and desires to take additional days off without pay; the employee must apply in writing to the Superintendent or his/her designee for additional unpaid leave days. If the Superintendent approves the additional leave, the employee may take the additional days without pay so approved. The amount of the dock day will be the teacher's yearly salary without TRS divided by 180.

5.09 Bereavement Leave

An employee will be granted three (3) days of bereavement leave for the death of a child, stepchild, or spouse. An employee will be granted two (2) days of bereavement leave for the death of a parent, stepparent, mother-in-law, father-in-law, sibling, grandparent, or grandchild.



## ARTICLE VI – EMPLOYEE RIGHTS AND WORKING CONDITIONS

### 6.01 Length of Workday

- A. The length of the workday for all employees will not exceed eight (8) hours including a duty free lunch period. At each attendance center, the last workday before Thanksgiving, Christmas and Spring break will be shortened by one (1) hour. The last full day before Summer break, and the day of evening parent-teacher conferences will be the minimum hours required by the state to be counted as an attendance day. Teachers are required to be in the building fifteen (15) minutes before the start of the regular student day and may leave no sooner than fifteen (15) minutes after the last student dismissal.

Exception to the above:

On those days that a teacher is assigned a morning duty as part of their regular work day, he/she may leave immediately following the last student dismissal. Bus/hall/gym and other duties will be assigned by the building principal in a fair and equitable manner in all buildings. Those teachers who move between buildings throughout the school day will have a duty in only the building they begin the day in.

- B. Notwithstanding the foregoing, employees will devote reasonable time to accommodate open house, scheduled parent-teacher conferences, reasonable faculty meetings (full faculty and part faculty), student dismissal, contractual extra duties, administratively defined emergencies, and reasonable committee meetings. Whenever possible, a one week notice will be given to teachers of such meetings. Specific times for the conferences will be decided jointly between the teachers and the administration; however, conferences will not exceed the total of the 8 hour work day. Teachers will be released after parent-teacher conferences. In absence of an agreement, the Board of Education will set the specific times for parent-teacher conferences.
- C. Each school year, the district will provide four (4) substitute days for each full-time special education teacher. The day is to be used by the employee for special education testing, to evaluate student progress toward annual goals and objectives, and to help formulate student IEPs for the ensuing year. Requests must be made by the teacher and an agenda of the days activities will be given to the building principal prior to the day.
- D. To allow flexibility for staff members to arrive after or leave prior to their contracted time, in an unavoidable circumstances such as a doctor's appointment, a staff member will not be charged sick leave if (1) they have no student contact or meetings scheduled with parents, students, or other teachers or (2) when another teacher covers the employee's class with no compensation for the covering teacher, upon gaining the approval of the building principal or designee, which approval will not be unreasonably withheld. Employees leaving the building (whether or not for an emergency) will place their names, sign-out time, purpose and destination, and sign-in time on a sign-out sheet for this purpose. Employees who are found to abuse this section may be restricted by the administration

E. The Board of Education recognizes that preparation is a valuable and important part of the education process. The Board of Education will instruct the administration to endeavor to schedule preparation time during the life of the collective bargaining agreement on the same basis as is now in effect. Preparation time should be available to teachers on this basis unless it is not reasonably possible, given student needs, budgetary constraints and other foreseeable problems. The Board of Education has no present intention to reduce preparation time from its current levels, but cannot guarantee that each teacher will always have preparation time at present levels, because of changes in circumstances not now foreseen. The full-time In School suspension teacher will have a duty free lunch of 30 minutes and a 30 minute prep time during the day rather than a prep time equivalent to the length of a regular class period.

6.02 Duty-Free Lunch Period

All employees shall have a duty-free lunch period equivalent to the lunch period of students in their respective buildings and of no less than thirty (30) minutes.

6.03 Supervisory Duty

Teachers will not be required to perform lunch period supervision without compensation. However, there may be special circumstances where the Administration may ask for volunteers for lunchroom supervision. If no teacher volunteers, the Administration may assign lunchroom supervision. Any teacher performing lunchroom supervision will be compensated in the amount of \$30.00 for each period of supervision.

Except in case of emergency, teachers will not be required to supervise students before or after the regular eight (8) hour work day, or during the employee's duty-free lunch, unless the employee receives compensation in the amount of \$30.00 for each period of supervision..

6.04 Substitutes and Internal Substitution

The Administration shall endeavor to hire substitute teachers for full time art, music and library teachers, as well as full time special education teachers assigned to a self-contained classroom (i.e. substitutes would not necessarily be hired for itinerant teachers).

The Administration shall establish a volunteer sign up list for internal substitutions listing teachers' names and time they would be willing to substitute. This list shall be used to determine if volunteers are available. If no appropriate volunteer is available, teachers may be required to substitute for another teacher during a regularly assigned prep period. Teachers shall be paid thirty dollars (\$30) per internal substitution.

6.05 Calendar

The school year calendar shall consist of one hundred eighty-five (185) days which shall include one hundred seventy-six (176) pupil or parent-teacher conference days, four (4) institute/workshop days. The work year for employees shall not exceed one hundred eighty (180) days and the five (5) emergency days, if not used, will not be work days. Any employee hired on an extended contract for certificated employment beyond the one hundred eighty (180) days shall be paid salary prorated in accordance with his/her position on the salary schedule.

Thirty (30) days prior to adoption the Superintendent shall allow Association input into a proposed calendar for the ensuing school year. The Board shall have final discretion in adopting a calendar, or modifying the same.

6.06 Class Size

Any teacher who believes his/her class size, student load or workload is too large may have a meeting with the Principal and Superintendent to discuss the same. Special education class size should be in accordance with 23IL Administrative 226.730. The Association President, or designee, and the affected teacher may meet with the building principal or the superintendent to discuss class size. The Administration shall either allow the change, or make a recommendation to the Board. If the Administration denies the request, the teacher and/or the Association may make a presentation to the Board at its next regular Board meeting. The decision of the Board shall be final.

6.07 Employee Notification of Assignments

Employees shall be given a written notice of his/her tentative assignments and tentative schedule for the forthcoming school year no later than sixty (60) days preceding the first day of the new school term. In the event changes in assignment are necessary, the employee affected shall be notified promptly and consulted.

No changes shall be made in the employee's assignment less than thirty (30) days preceding the commencement of the next school term, unless an emergency situation exists, as determined by the Superintendent. In the event of such emergency, the Association shall be notified and the employee shall be allowed to resign without penalty.

6.08 Student Assignment

Employee recommendations on placement of students may be honored when sending and receiving teachers agree on the recommendation. Final decisions will be made by the building principal. This shall not apply when IEPs or 504 plans require otherwise.

6.09 Requisition notification

The Administration shall endeavor to determine teacher requests for requisition of materials and supplies by the end of the fiscal year. Information on whether such items have been ordered will be available after July 1 from the Superintendent or his designee. Newly hired employees shall have the ability to request materials after the date of July 1st and the Superintendent or his/her designee shall order those items in a timely manner. In grades K-5, teachers will be given an estimate of budget. In grades 6-12, principals, upon request, will meet with staff to discuss needs for supplies, materials and books prior to teachers submitting requisitions. Teachers shall list items on requisition forms in order of priority.

At the beginning of the school term, the Building Principal will provide the staff with information as to the amount of money tentatively allotted to the school for classroom supplies and equipment. If the allotted money has been tentatively allotted by grade level, class, or department, that information will also be provided. It is understood that the information provided

is for planning purposes only and that there is no guarantee the allotted money will be expended in accordance with the tentative allotment.

6.10 Access

Building and room keys will be provided to each employee. This will include access to copiers, supplies, etc. and school equipment shall be used only for school purposes.

6.11 Lesson Plans

Teachers shall have lesson plans prepared sufficient for use by substitute teachers. Such lesson plans shall be available for administrative review. Teachers shall turn in lesson plans weekly upon request of the building principal or superintendent.

6.12 Complaints Against Employees

Disciplinary action shall not be taken against a teacher solely on the basis of an oral or written complaint by a parent or students unless said complaint has been investigated by the administration and the teacher's position has been heard. The teacher, upon being notified of a written complaint, shall be afforded the opportunity to meet with the complainant and the administration in an effort to resolve the complaint if the complainant is agreeable. The teacher shall be kept apprised of any subsequent action taken by the administration or Board in regard to the complaint. When seeking information from students concerning complaints against staff, the administrator shall use proper guidelines to ensure due process. This shall not apply in cases of alleged illegal or immoral acts, or other intentional misconduct by the teacher, such as sexual harassment.

6.13 Coordinators/Department Chairs

If the Board of Education establishes a position of coordinator or department chair and this position is determined to be within the defined bargaining unit, the compensation and/or release time will be subject to negotiation. It is the sole responsibility of the Board of Education, in conjunction with the administration to develop job descriptions. If the position is to be deemed within the bargaining unit, the Association will have an opportunity for input prior to final Board approval.

6.14 Mileage

The District shall reimburse employees at the IRS rate per mile for necessary use of personal vehicles. The purpose of such travel in personal vehicles must be approved in advance.

6.15 Educational Materials

The textbook committee shall make recommendations to the Administration. Any teacher who believes his/her materials are out-of-date, inadequate, or in disrepair may have a meeting with the Principal to discuss the same. If the teacher is dissatisfied with the Principal's determination, the teacher may meet with the Superintendent. If the teacher is dissatisfied with the Superintendent's determination, the teacher may make a presentation to the Board of Education at the next regular meeting. The decision of the Board regarding educational materials shall be

final. Teachers may request additional material necessary for teaching their course. Material lists shall be submitted to building principals. Building principals and the Superintendent will have final approval for purchase of new materials.

6.16 Distribution of Paychecks

Paychecks will be issued on the tenth (10th) and twenty-fifth (25th) of each month. If the tenth (10th) or twenty-fifth (25th) falls on a weekend or holiday, paychecks will be issued on the last work day preceding the weekend or holiday. Paychecks may be distributed electronically. The district will forward direct deposit paychecks to the designated financial institution no later than the pay dates set forth in this provision.

6.17 Volunteers

With the advance approval of the Building Principal, a staff member may use non-certified volunteers for non-teaching duties. All volunteers will be approved by the administration prior to contact with students. Staff members must make themselves aware of board policy in regards to acceptable use of volunteers.

6.18 Hours of Credit

Employees who complete pre-approved job-related certification from a state or nationally accredited institution or professional society which awards certificates, licenses, or credentials, such as NIASE may receive hours of credit on the salary schedule with Superintendent approval.

All teachers shall be reimbursed for tuition under this and succeeding paragraphs when the following steps are completed:

- A. The teacher has submitted a written course description and plan (if more than one course); prior to starting the course(s) and
- B. The teacher achieves a grade of B or better in a graduate or approved undergraduate level course from an accredited institution of higher learning; and
- C. The Superintendent has specifically approved tuition reimbursement for an undergraduate level course; and
- D. If the teacher enrolls in summer coursework, the teacher must return to work for the following school year before reimbursement will be issued.

Teachers shall be eligible for tuition reimbursement up to \$200 per semester hour, for up to nine (9) semester hours in any fiscal year. If there is an imminent need to fill a position, the amount of the tuition reimbursement and the number of eligible semester hours can be increased.

Courses approved for tuition reimbursement will be approved for horizontal movement on the salary schedule when submitted in advance to the Superintendent. Teachers may not request

horizontal movement on the salary schedule for courses taken prior to August 1, 2000. If a teacher is dissatisfied with the Superintendent's decision, the teacher may request review by the Board of Education. The decision of the Board is final.

6.19 Statement of Accrued Sick Leave

Each employee shall be given a statement of accrued sick leave no later than the September 10th paycheck. The employees' pay stub shall reflect an employee's available leaves (i.e. sick leave and personal leave) available for use.

6.20 Supervision of Students

Teachers shall not be required to supervise any student in a one-on-one situation in their classroom.

6.21 Summer School

The Board will receive applications for summer school positions from bargaining unit members prior to offering employment to any others. Positions will be filled at the discretion of the Board. If there are insufficient applicants acceptable to the Board from the bargaining unit members, the Board retains the right to hire from outside the bargaining unit.

6.22 Training Sessions

Teachers required to attend curriculum alignment, internal reviews, external review, school improvement meeting, or technology and other training sessions after the contractual work day will be paid at the hourly rate of \$30.00. If an employee is required or expected to perform professional services, such as attending a staffing, hearing, open house, or meeting during the summer recess, the employee shall be paid pro-rated on the basis of his/her salary for the preceding school year.

6.23 Out of District Employee Child(ren) Tuition Waiver

The district shall waive the tuition fee for any employee who is a member of the bargaining unit who lives out of district to have their child(ren) attend CUSD #20 schools contingent on the state waiver remaining in effect.

6.24 Recognition of Outside Employment

Employment experience earned in other school settings shall be recognized for salary schedule purposes, commencing with employees hired after the close of the 2021-22 school term as follows:

- A. Full-time public and/or private school service in Illinois
- B. Full-time public and/or private school service in any State or United State Department of Defense School

- C. Full-time public and/or private college/university service in any state or US Department of Defense Schools
- D. Service less than full-time in the state of Illinois shall be recognized by the Board of Education according to the employee's creditable years of service as reported to the Teacher's Retirement System
- E. Service less than full-time outside the state of Illinois shall be recognized by the Board of Education as one half year of service for each part-time year, except if the service was less than half-time, then no credit shall be recognized by the Board of Education.
- F. Nothing in the provision affects salary schedule placement of employees hired prior to the end of the 2021-22 school term.

## ARTICLE VII—PUPIL DISCIPLINE

### 7.01 Procedures for Suspension and Expulsion

Procedures for suspension and expulsion of pupils from school shall be distributed to students, employees and parents each year. Procedures and policies of the Board of Education regarding student discipline are not incorporated into this agreement.

### 7.02 Disciplinary Support and Responsibility

The employee has primary responsibility for maintenance of discipline of assigned students. The Board of Education shall give reasonable support to appropriate disciplinary techniques and measures, to include application of the procedures for suspension and expulsion. However, the Superintendent or his/her designated representative has the authority to suspend a student, and only the Board of Education has the authority to expel a student.



ARTICLE VIII – CERTIFIED EMPLOYEE PROTECTION

8.01 Assault on Certified Employee—Procedure

Any certified employee who is assaulted or receives a verbal threat to his/her well-being shall promptly report the incident to the building principal. The certified employee will be advised by the administrator of his/her right to contact the police.

8.02 Insurance Liability Protection from Suit

The Board shall comply with Section 105 ILCS 5/10-20.20 of the Illinois School Code.

## ARTICLE IX – PERSONNEL FILES

### 9.01 Conditions and Procedure for Placement of Materials in File

Only one (1) personnel file and one (1) evaluation file shall be maintained in the central office. This does not prevent the Administration from maintaining records in computer database, such as sick leave and personal leave use, tax and withholding records, TRS information, pay rates, salary schedule placement, and other such types of information. Principals may also maintain data regarding evaluations and anecdotal information. Prior to the time that any materials critical of the employee's performance are placed in the personnel or evaluation file, a copy thereof shall be given to the employee. Any material critical of an employee's performance shall be reduced to writing within thirty (30) school days following knowledge of the event by the Principal or Superintendent, and a copy thereof shall be given to the employee. However, this thirty (30) school day provision shall not apply to cases of allegations of wrongdoing or criminal activity when an investigation is pending. This paragraph shall not affect the right of the Board to dismiss nontenured teachers.

### 9.02 Right to Respond to Materials in File

If a staff member disagrees with any information included in the staff member's personnel file, the staff member may submit a written statement explaining the staff member's position and said statement will be attached to the disputed document in the staff member's personnel file. A copy of the staff member's response will be provided to the originator of the document to which the staff member responded.

### 9.03 Right to Examine File

An employee shall have the right to examine his/her personnel file upon reasonable notice and during regular office hours. The employee may have a representative of the Association accompany him/her in such review. The Administration shall also have a representative present.

### 9.04 Right to Reproduce Material on File

Once per year, upon employee request, the employer will reproduce one (1) copy free of charge of any material in the employee's personnel file.

### 9.05 Removal of Materials from Personnel File

Materials placed in the employee's personnel file shall not be removed except upon mutual agreement by the staff member and the Superintendent.

## ARTICLE X – EMPLOYEE EVALUATION

### 10.01 Evaluation Plan Review

A committee consisting of equal numbers of certified employees appointed by the Association and members appointed by the District shall review the District's evaluation plan, when such review is deemed necessary. The evaluation plan is not a part of this agreement.

### 10.02 Evaluation Committee

A committee consisting of four (4) Association members appointed by the Association and four (4) members appointed by the District shall be responsible for implementing and, as needed, revising the teacher evaluation tool. This committee shall meet as needed but at least twice per year to educate themselves on evaluation plans, state laws and regulations, district needs, and evidence-based frameworks.

### 10.03 Unsatisfactory Evaluation

The PERA Committee will create an appeals process and subsequent committee to review and/or appeal an Unsatisfactory Evaluation as pursuant to Public Act 101-591

## ARTICLE XI – EMPLOYEE DISCIPLINE

### 11.01 Just Cause

No employee shall be suspended without pay without just cause. These provisions shall not apply to suspensions without pay pending tenure teacher dismissal proceedings where the suspension is reviewable by the hearing officer pursuant to Article 24-12 of the Illinois School Code.

### 11.02 Demotion, Suspension or Change in Status

A. Suspension without pay shall be preceded by an opportunity for a conference between the affected teacher and the appropriate administrator, during which the employee will be notified in writing of the reason(s) for the possible suspension, and the teacher will have the right to respond. Written notice of the reason(s) shall be provided forty eight (48) hours prior to the meeting. This notice will be sent electronically through the school email system to the teacher as well as the President of the Union.

If the administrator, following the conference, determines that the employee should be suspended, the employee will be notified in writing as soon as possible.

Suspension with pay may be utilized by the District for reasons such as, but not limited to, opportunity to investigate allegations of misconduct. Suspension with pay is not disciplinary.

Suspension without pay is subject to the grievance procedure.

B. Teachers who believe they have suffered a detrimental change in employment status shall be entitled to a meeting with the Principal. At such meetings, the employee shall be entitled to a review of his/her personnel file, evaluation, and an explanation of the action. If the employee is not satisfied with the decision of the Principal, he/she may appeal to the Superintendent., If the employee is not satisfied with the decision of the Superintendent, he/she may appeal to the Board of Education. The decision of the Board of Education shall be final.

### 11.03 Notice/Representation/Release Time

Any employee required by the Board or Administration to attend a meeting at which the result may be suspension without pay or termination, the employee will have the right to an Association representative upon request. The representative and the employee will be released without loss of pay to attend such meeting(s). Written notice of the meeting along with specific reasons for the meeting shall be given two (2) days in advance.

## ARTICLE XII – SENIORITY

### 12.01 Definition

Seniority shall date from the first day of full time continuous service which qualifies for contractual continued service.

Seniority shall be measured from the first day upon which duties were performed as a full-time continuous employee qualifying for contractual continued service. Paid leaves, and Board approved unpaid leaves shall not affect seniority. Tenured teachers involuntarily reduced to part-time status shall continue to accrue seniority.

Two (2) or more teachers who begin full time continuous service on the same date shall have their seniority placement determined by drawing of lots.

ARTICLE XIII – PROVISIONS APPLICABLE ONLY TO REDUCTION IN FORCE

13.01 Recall by Seniority

Recalls shall be made in accordance with the procedures of the Illinois School Code.

13.02 Notification and Response

Employees must respond within ten (10) working days to a notice of recall, or be deemed to have rejected a tendered vacancy. Employees who have been reduced in force shall be notified by certified mail at the last address such employee has left with the unit office. The Administration will also endeavor to notify such employees by telephone, at such number(s) such employee provides, in writing, to the unit office.

13.03 Job Interviews

The Board shall allow, with no penalty, two (2) days release time for employees, who are dismissed through a reduction in force, to fulfill job interviews. These two (2) days are allowed in addition to three (3) personal leave days already guaranteed in this contract.

13.04 Recommendations

The Board shall guarantee accurate and honest recommendations for teachers who are seeking employment. This provision shall not be deemed violated unless it is determined by clear and convincing evidence that a recommendation was knowingly and intentionally inaccurate or dishonest.

13.05 Recall Period

Any teacher honorably dismissed pursuant to this Article shall be eligible for a recall period in accordance with Section 105 ILCS 5/24-12 of the Illinois School Code. A recalled teacher shall regain past seniority, but will not receive credit on the salary schedule for any time off while on layoff.

13.06 Board Insurance Contribution

Reduction in force of any employee covered under the District's health insurance plan shall not affect the contribution of the Board required by this agreement toward the cost of group health insurance, until the end of August next following the notice of reduction in force in respect to such employee. On and after September 1, the Board shall have no obligation to pay any portion of the premium of an employee reduced in force. This paragraph has no effect upon COBRA rights or obligations.

13.07 Salary Payment Date

Upon receipt of a written request of a staff member who has been honorably dismissed as a result of a reduction in force, the District on the last day of the staff member's employment, will pay in a final check the staff member's remaining contractual pay.

13.08 RIF Committee

The Reduction in Force Committee consisting of four (4) Association members and four (4) Board appointed members shall meet as needed to determine changes from the statutory minimums expressed in Section 105 ILCS 5/24-12 of the Illinois School Code.

## ARTICLE XIV – VACANCIES, PROMOTIONS, AND TRANSFERS

### 14.01 Vacancies

- A. A vacancy shall be deemed an unfilled certified position, whether through creation of a new position, or through removal or dismissal of an employee by the Board of Education, or confirmed retirement, or leaving of service by the employee. Leaves of absence of an employee for one entire school year shall also create a vacancy, but only for that year.
- B. Any employee may meet with the building principal or superintendent to discuss the employee's interest in a position, including the employee's qualification(s) for the position, whether or not the position is currently vacant. Final determination of the filling of vacancies rests with the Board of Education.

### 14.02 Posting of Vacancies and Time Limit

The Superintendent shall have posted in all buildings and shall send to the Association a notice of all certified vacancies as they occur or as they are anticipated. The Superintendent shall post vacancies using the district's electronic mail system and on the CUSD #20 website within forty-eight (48) hours of the Board approval to post the position.

- A. For vacancies occurring between August 1 and the first day of school, the posting period shall be five (5) weekdays. Note: A weekday is any day Monday - Sunday.
- B. For vacancies occurring between the first day of school and the last day of school, the posting period shall be ten (10) weekdays (including vacation days such as Thanksgiving and Christmas breaks).
- C. For vacancies occurring between the last day of school and August 1, the posting shall be for a period of ten (10) weekdays.

### 14.03 Qualified Volunteers

Should it be necessary to assign an employee to a position, qualified volunteers acceptable to the Board will be considered.

### 14.04 Involuntary Transfers

The Teacher and the Association shall be notified of the involuntary transfer of an employee concurrent with the Board's or Administration's notification of the transferred teacher. The Administration shall meet with the Association regarding involuntary transfers upon reasonable request, but such meeting shall not delay an involuntary transfer.

When it becomes necessary to reassign employees due to pupil distribution, instructional requirement, or for other reasons, all volunteers will first be considered. All other employees being reassigned for the above reasons will be considered involuntarily transferred employees.

Any employee assigned to a position involuntarily shall be considered for any position for which he or she is qualified before any other applicant. Within five (5) days of the posting of the position, the involuntarily transferred employee shall notify the Superintendent of his/her right to be considered.



## ARTICLE XV - COMPENSATION AND RELATED PROVISIONS

### 15.01 Salary Compensation

The salary schedule is a part of this agreement and is attached as Appendix "A".

### 15.02 Extra-Duty Compensation

The extra-duty schedule is a part of this agreement and is attached as Appendix "B".

The extra teaching load will be at a rate of \$4100.

Teachers who provide homebound instruction will be paid for at least two hours of instruction time for each day on which the teacher actually provides instruction to a student in a home or in a hospital. The hourly rate shall be \$40 per hour. In addition, the instructor assigned to a student enrolled in special education must be a certified special education teacher.

Home/away game workers will be paid at a rate of \$30 a night.

Summer school teaching shall be paid an hourly rate of \$40.00.

### 15.03 Board Insurance Contribution

1) For the 2022-23 school year, the district shall pay \$725 per month towards the monthly cost of any insurance plan offered (single or family). If the monthly cost of the plan is lower than \$725, the district will only cover the cost of the plan.

For the 2023-24 school year, the district shall pay \$750 per month towards the monthly cost of any insurance plan offered (single or family). If the monthly cost of the plan is lower than \$750, the district will only cover the cost of the plan.

2) Upon request of either the Board or Association, the District will solicit bid proposals for the group insurance plan, including the bidding of any modified coverage, or shall investigate proposed changes in the carrier or specifications. A committee shall be established consisting of three (3) representatives appointed by the Association and three (3) representatives appointed by the Board to evaluate the bid proposals and make recommendations to the Board of Education. Changes in the carrier or the specification included in this contract may be made by mutual consent of the parties.

### 15.04 Retirement Incentive

The Board may establish by February 1, annually, a retirement incentive program as defined below. Teachers who have completed at least 15 years of service to the district shall be eligible for the retirement incentive and must agree to enter the Teachers' Retirement System. No more than three (3) teachers shall be eligible annually. If more than 3 teachers apply, the three teachers with the most seniority in the district shall be eligible. The Board may waive this restriction in any year.

The Retiring Teacher Salary Incentive Program is for the purpose of efficiently planning for

retirements of teachers who are about to enter the TRS system. It is made available in exchange for an irrevocable notice of resignation and retirement. The terms of the Retiring Teacher Salary Incentive Program are as follows:

A. Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District; or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

B) Definitions

For purposes of this Article, TRS creditable compensation (earnings) include (but are not limited to):

1. Salary for regular contractual teaching duties
2. Wages for substitute teaching
3. Wages for homebound teaching or tutoring
4. Earnings for extra duties performed that relate to teaching or supervision of students and other assignments related to the academic program
5. Earnings for summer school
6. Bonuses
7. Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
8. Contributions to flexible benefit plans
9. Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

C) Plans

1. One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to March 15 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

**Example:** The employee's prior year TRS creditable earnings were \$40,000.00. The employee's

final year TRS creditable earnings will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ).

## 2. Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to March 15 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to March 15, 2010, stating he/she will retire on June 30, 2012. The employee's TRS creditable earnings for the 2009-2010 school year were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ).

## 3. Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement no later than March 15 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** An employee gives his/her irrevocable letter of retirement prior to March 15, 2010, stating he/she will retire on June 30, 2013. The employee's TRS creditable earnings for the 2009-2010 school year were \$40,000.00. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ). The employee's TRS creditable earnings for the 2011-2012 school year will be \$44,944.00 (i.e.,  $\$42,400 \times 1.06 = \$44,944.00$ ). The employee's TRS creditable earnings for the 2012-2013 school year will be \$47,640.64 (i.e.,  $\$44,944.00 \times 1.06 = \$47,640.64$ ).

## D) Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

**Example:** The employee's TRS creditable earnings from the 2009-2010 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2009-2010. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2010-2011 school year (i.e.,  $\$43,000.00 \times 1.06 = \$45,580.00$ ). However, the employee resigns from his/her coaching position before the start of the 2010-2011 school year. The employee's TRS creditable earnings for the 2010-2011 school year will be \$42,400.00 (i.e.,  $\$40,000.00 \times 1.06 = \$42,400.00$ ) rather than \$45,580.00.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits may be null and void.

15.05 Work for Retired Employees

The Board may hire up to three (3) full time equivalent teachers who have retired under the Teacher Retirement System, or similar program. These teachers will be paid according to the salary schedule, but in no instance more than the Master starting salary. The rate of pay for these employees shall be calculated by dividing the appropriate salary on the salary schedule by 1260 to arrive at an hourly rate.

15.06 Hard to Fill Positions

The Superintendent may offer up to an additional 6 years of prior experience on the salary schedule if it is determined that this action is necessary to compete for staff to fill "hard to fill" positions. A "hard to fill" position is any position where the demand for teachers significantly exceeds the supply or a teacher subject to shortage area as determined by the Illinois State Board of Education. Any employee placed on the higher step will remain at that step until their years of service match where they were originally placed.

## ARTICLE XVI - EFFECT OF AGREEMENT

### 16.01 Management Rights

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the school district and the Board of Education which are not specifically limited by express language of this agreement are retained by the Board of Education, provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this agreement.

### 16.02 No Strike

During the term of this agreement neither the Association nor its officers, members or agents will engage in, instigate or encourage a strike or concerted effort to render less than full and complete service, in an attempt to coerce a change in working conditions.

### 16.03 Conformity of Agreements

Any individual teacher contract between the Board and an individual bargaining unit member shall be consistent with the provisions of this agreement. To the extent of any inconsistency, this document shall be controlling. This shall not preclude or limit the Board from entering into extended term contracts of more than one hundred eighty (180) days.

### 16.04 Separability

If any provision of this agreement is held to be contrary to law by a body of competent jurisdiction, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions shall continue in full force and effect.

### 16.05 Complete Understanding/Waiver

The parties agree that the terms and conditions set forth in this agreement represent the full and complete understanding between the parties. During the life of the agreement, the terms and conditions may be modified, altered, changed, added to, or deleted from only through the voluntary, mutual consent of the parties in a written amendment to the agreement. Except to the extent a successor agreement is being negotiated, the parties, for the life of this agreement, each waive any right which might exist to negotiate over any matter which was the subject of negotiations for this agreement.

### 16.06 Binding Agreement

This agreement shall be binding upon the parties during the term set forth herein.

### 16.07 Effective Dates

This agreement shall be effective, August 15, 2022 and shall terminate at midnight, of the day prior to the first day of employment duties for all employees, for the 2024-25 school year.

### 16.08 Individual Contracts

The District shall not be required to provide individual contracts for teachers. However, individual contracts, if any, shall be consistent with, and shall be subject to this agreement.

16.09 Reasonable Accommodation

The Board of Education may modify the terms and conditions of employment of members of the bargaining unit in order to make reasonable accommodations to a person with a disability. In case any such modification is effectuated, the Board of Education shall certify to the Association that the same was a reasonable accommodation. The Board of Education may, but shall not be required to collectively bargain in regard to the making of reasonable accommodation.

16.10 Work Rules

The district retains the right to make reasonable rules. The Board of Education shall vote to adopt any new rule. Prior to the time the Board adopts rules, a copy will be given to the Association president. This shall not be required of building level or other administrative rules, nor shall it be required in case of emergency. Yearly, all employees will sign an acknowledgement form stating that they have received all work rules.

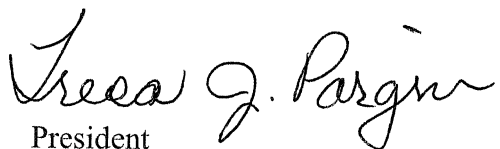
ARTICLE XVII – TEACHER CERTIFICATION


17.01 Teacher Recertification

The Board of Education agrees to discuss teacher recertification at the request of the East Lawrence Education Association during the lifetime of the agreement.


This agreement is executed this 17<sup>th</sup> day of August, 2022


BOARD OF EDUCATION  
CUSD #20

  
President

  
Secretary

EAST LAWRENCE  
EDUCATION ASSOCIATION  
IEA/NEA

  
President

  
Secretary



EAST LAWRENCE EA-IEA/NEA  
GRIEVANCE REPORT FORM

Grievance # \_\_\_\_\_

Distribution of Form

- 1. Superintendent
- 2. Principal/Supervisor
- 3. Association
- 4. Grievant

Submit to Supervisor/Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP I

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1) Statement of grievance \_\_\_\_\_  
\_\_\_\_\_

2) Applicable provision of the contract: \_\_\_\_\_  
\_\_\_\_\_

3) Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Date of meeting \_\_\_\_\_

D. Disposition of supervisor/principal: \_\_\_\_\_  
\_\_\_\_\_

Principal Signature \_\_\_\_\_ Date \_\_\_\_\_

E. Disposition of grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP II

A. Date received by the superintendent or designee: \_\_\_\_\_

B. Date of meeting \_\_\_\_\_

C. Disposition of superintendent or designee: \_\_\_\_\_  
\_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

D. Disposition of grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP III

A. Date submitted to Superintendent for the School Board \_\_\_\_\_

B. Date of School Board meeting \_\_\_\_\_

C. Disposition of the School Board

Board President/Member signature \_\_\_\_\_ Date \_\_\_\_\_

D. Disposition of grievant and/or Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievant Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP IV

A. Date submitted to arbitration: \_\_\_\_\_

B. Disposition & award of arbitrator: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_,  
20\_\_\_\_ will be strictly observed in the settlement of grievances.

Exhibit 1-1

*Appendix A*

SALARY SCHEDULE 2022-23 (Includes 8% TRS)					
Step	BS	BS+16	MS	MS+16	MS+32
0	\$38,423	\$39,115	\$39,819	\$40,535	\$41,265
1	\$39,115	\$39,819	\$40,535	\$41,265	\$42,008
2	\$39,819	\$40,535	\$41,265	\$42,008	\$42,764
3	\$40,535	\$41,265	\$42,008	\$42,764	\$43,534
4	\$41,265	\$42,008	\$42,764	\$43,534	\$44,317
5	\$42,008	\$42,764	\$43,534	\$44,317	\$45,115
6	\$42,764	\$43,534	\$44,317	\$45,115	\$45,927
7	\$43,534	\$44,317	\$45,115	\$45,927	\$46,754
8	\$44,317	\$45,115	\$45,927	\$46,754	\$47,595
9	\$45,115	\$45,927	\$46,754	\$47,595	\$48,452
10	\$45,927	\$46,754	\$47,595	\$48,452	\$49,324
11	\$46,754	\$47,595	\$48,452	\$49,324	\$50,212
12	\$47,595	\$48,452	\$49,324	\$50,212	\$51,116
13	\$48,452	\$49,324	\$50,212	\$51,116	\$52,036
14	\$49,324	\$50,212	\$51,116	\$52,036	\$52,973
15	\$50,212	\$51,116	\$52,036	\$52,973	\$53,926
16	\$51,116	\$52,036	\$52,973	\$53,926	\$54,897
17	\$52,036	\$52,973	\$53,926	\$54,897	\$55,885
18	\$52,973	\$53,926	\$54,897	\$55,885	\$56,891
19	\$53,926	\$54,897	\$55,885	\$56,891	\$57,915
20	\$54,897	\$55,885	\$56,891	\$57,915	\$58,957
21	\$55,885	\$56,891	\$57,915	\$58,957	\$60,019
22	\$56,891	\$57,915	\$58,957	\$60,019	\$61,099
23	\$57,915	\$58,957	\$60,019	\$61,099	\$62,199
24	\$58,957	\$60,019	\$61,099	\$62,199	\$63,318
25	\$60,019	\$61,099	\$62,199	\$63,318	\$64,458
26	\$61,099	\$62,199	\$63,318	\$64,458	\$65,618
27	\$62,199	\$63,318	\$64,458	\$65,618	\$66,799
28	\$63,318	\$64,458	\$65,618	\$66,799	\$68,002
29	\$64,458	\$65,618	\$66,799	\$68,002	\$69,226
30	\$65,618	\$66,799	\$68,002	\$69,226	\$70,472
31	\$66,799	\$68,002	\$69,226	\$70,472	\$71,740
32	\$68,002	\$69,226	\$70,472	\$71,740	\$73,032
33	\$69,226	\$70,472	\$71,740	\$73,032	\$74,346
34	\$70,472	\$71,740	\$73,032	\$74,346	\$75,684

**SALARY SCHEDULE 2023-24 (Includes 8% TRS)**

Step	BS	BS+16	MS	MS+16	MS+32
0	\$40,006	\$40,726	\$41,459	\$42,205	\$42,965
1	\$40,726	\$41,459	\$42,205	\$42,965	\$43,739
2	\$41,459	\$42,205	\$42,965	\$43,739	\$44,526
3	\$42,205	\$42,965	\$43,739	\$44,526	\$45,327
4	\$42,965	\$43,739	\$44,526	\$45,327	\$46,143
5	\$43,739	\$44,526	\$45,327	\$46,143	\$46,974
6	\$44,526	\$45,327	\$46,143	\$46,974	\$47,819
7	\$45,327	\$46,143	\$46,974	\$47,819	\$48,680
8	\$46,143	\$46,974	\$47,819	\$48,680	\$49,556
9	\$46,974	\$47,819	\$48,680	\$49,556	\$50,448
10	\$47,819	\$48,680	\$49,556	\$50,448	\$51,356
11	\$48,680	\$49,556	\$50,448	\$51,356	\$52,281
12	\$49,556	\$50,448	\$51,356	\$52,281	\$53,222
13	\$50,448	\$51,356	\$52,281	\$53,222	\$54,180
14	\$51,356	\$52,281	\$53,222	\$54,180	\$55,155
15	\$52,281	\$53,222	\$54,180	\$55,155	\$56,148
16	\$53,222	\$54,180	\$55,155	\$56,148	\$57,158
17	\$54,180	\$55,155	\$56,148	\$57,158	\$58,187
18	\$55,155	\$56,148	\$57,158	\$58,187	\$59,235
19	\$56,148	\$57,158	\$58,187	\$59,235	\$60,301
20	\$57,158	\$58,187	\$59,235	\$60,301	\$61,386
21	\$58,187	\$59,235	\$60,301	\$61,386	\$62,491
22	\$59,235	\$60,301	\$61,386	\$62,491	\$63,616
23	\$60,301	\$61,386	\$62,491	\$63,616	\$64,761
24	\$61,386	\$62,491	\$63,616	\$64,761	\$65,927
25	\$62,491	\$63,616	\$64,761	\$65,927	\$67,114
26	\$63,616	\$64,761	\$65,927	\$67,114	\$68,322
27	\$64,761	\$65,927	\$67,114	\$68,322	\$69,551
28	\$65,927	\$67,114	\$68,322	\$69,551	\$70,803
29	\$67,114	\$68,322	\$69,551	\$70,803	\$72,078
30	\$68,322	\$69,551	\$70,803	\$72,078	\$73,375
31	\$69,551	\$70,803	\$72,078	\$73,375	\$74,696
32	\$70,803	\$72,078	\$73,375	\$74,696	\$76,041
33	\$72,078	\$73,375	\$74,696	\$76,041	\$77,409
34	\$73,375	\$74,696	\$76,041	\$77,409	\$78,803

**APPENDIX B**

**EXTRA DUTY SCHEDULE 2022-24**

Salary based on the listed percent of set base of \$40,000

<b>POSITION</b>	<b>Percent</b>	<b>\$40,000.00</b>
Football Coach	13	\$5,200.00
Asst Football	7	\$2,800.00
Asst Football	7	\$2,800.00
Asst Football	7	\$2,800.00
Asst Football	7	\$2,800.00
B Basketball	14.5	\$5,800.00
B Basketball--JV	8	\$3,200.00
B Basketball--FS	7	\$2,800.00
B Basketball (8)	7.5	\$3,000.00
B Basketball (7)	5.5	\$2,200.00
B Basketball (6)	2	\$800.00
B Basketball (5)	2	\$800.00
G Basketball	14.5	\$5,800.00
Asst G Basketball	8	\$3,200.00
G Basketball (8)	7.5	\$3,000.00
G Basketball (7)	5.5	\$2,200.00
G Basketball (6)	2	\$800.00
G Basketball (5)	2	\$800.00
Volleyball	7.5	\$3,000.00
Asst Volleyball	4	\$1,600.00
PV Volleyball	4	\$1,600.00
PV Asst Volleyball	2.5	\$1,000.00
LHS Baseball	7.5	\$3,000.00
LHS Asst Baseball	4	\$1,600.00
LHS Asst Baseball	3	\$1,200.00

PV Baseball	4	\$1,600.00
PV Asst Baseball	2.5	\$1,000.00

LHS Softball	7.5	\$3,000.00
LHS Asst Softball	4	\$1,600.00
LHS Asst Softball	3	\$1,200.00
PV Softball	4	\$1,600.00
PV Asst softball	2.5	\$1,000.00
Wrestling	10	\$4,000.00
Asst Wrestling	4	\$1,600.00
G Cross Country	4	\$1,600.00
B Cross Country	4	\$1,600.00
Golf	5	\$2,000.00
G Track	4	\$1,600.00
B Track	4	\$1,600.00
PV Boy's Track	3	\$1,200.00
PV Girl's Track	3	\$1,200.00
PV Asst Track	2	\$800.00
Cheerleading	4.5	\$1,800.00
PV Cheerleading	2.5	\$1,000.00
Athletic Director--PV	3.5	\$1,400.00
LHS Band Extra Duty	6.25	\$2,500.00
PV Band Extra Duty	3.75	\$1,500.00
PS Band Extra Duty	1.25	\$500.00
Assistant Band--district wide	3	\$1200.00
LHS Chorus Extra Duty	4.5	\$1,800.00
PV Chorus Extra Duty	2.25	\$900.00
LHS Color Guard	3	\$1200.00

<b>Parkview Color Guard</b>	<b>2</b>	<b>\$800.00</b>
<b>Scholastic Bowl--LHS VARSITY</b>	<b>3</b>	<b>\$1,200.00</b>
<b>Scholastic Bowl--LHS JUNIOR VARSITY</b>	<b>2.5</b>	<b>\$1,000.00</b>
<b>PV Scholastic Bowl</b>	<b>3</b>	<b>\$1,200.00</b>
<b>HS Yearbook</b>	<b>5</b>	<b>\$2,000.00</b>
<b>PV Yearbook</b>	<b>4</b>	<b>\$1,600.00</b>
<b>PS Yearbook</b>	<b>1</b>	<b>\$400.00</b>
<b>Student Council</b>	<b>3</b>	<b>\$1,200.00</b>
<b>Student Council</b>	<b>3</b>	<b>\$1,200.00</b>
<b>Concession Manager</b>	<b>3.5</b>	<b>\$1,400.00</b>
<b>Concession Manager</b>	<b>3.5</b>	<b>\$1,400.00</b>
<b>RTI Coordinator--Elementary</b>	<b>10</b>	<b>\$4000.00</b>
<b>RTI Coordinator--JH/HS</b>	<b>6.25</b>	<b>\$2500.00</b>
<b>Parkside Lighthouse coordinators (2)</b>	<b>1</b>	<b>\$400/each</b>
<b>Parkside Lighthouse Team Leaders (8)</b>	<b>0.5</b>	<b>\$200/each</b>
<b>Beta--LHS</b>	<b>2</b>	<b>\$800.00</b>
<b>Beta--LHS</b>	<b>2</b>	<b>\$800.00</b>
<b>Beta--PV</b>	<b>2</b>	<b>\$800.00</b>
<b>FFA</b>	<b>2</b>	<b>\$800.00</b>
<b>Assistant FFA</b>	<b>1</b>	<b>\$400.00</b>
<b>FCCLA</b>	<b>2</b>	<b>\$800.00</b>
<b>SADD</b>	<b>2</b>	<b>\$800.00</b>
<b>Art Club</b>	<b>2</b>	<b>\$800.00</b>
<b>Health Occ</b>	<b>2</b>	<b>\$800.00</b>
<b>NHS</b>	<b>2</b>	<b>\$800.00</b>
<b>Foreign Language</b>	<b>2</b>	<b>\$800.00</b>
<b>Interact</b>	<b>2</b>	<b>\$800.00</b>
<b>JETS</b>	<b>2</b>	<b>\$800.00</b>



Senior Sponsor	2	\$800.00
Senior Sponsor	2	\$800.00
Junior Sponsor	2	\$800.00
Junior Sponsor	2	\$800.00
Sophomore sponsor	1	\$400.00
Freshman sponsor	1	\$400.00

Beginning with the 2022 school year, a longevity stipend will be added for any sponsor/coach who qualifies under these conditions:

Five years in the same position, stipend will increase by .5% (additional \$200) for the next 5 years. At year 10, and each additional five year span, the stipend will increase by .5% (additional \$200) and remain at that level until the next stipend increase.

Additional stipend is only given for time at CUSD #20 while serving in the same position for consecutive years of service. For example, an assistant coach who moves to head coach, would not be eligible for the increased stipend until 5 years in the position of head coach.