NEGOTIATED CONTRACT

between the

MAHOMET-SEYMOUR EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION COMMUNITY UNIT SCHOOL
DISTRICT NO. 3

July 1, 2018 - June 30, 2022

PART A
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ARTICLE I - PREAMBLE

The Board of Education of Community Unit School District No. 3 and the Mahomet-Seymour Education Association recognize that the ultimate aim of public schools is to provide the best education possible for the school children in the district. Attainment of these educational objectives, which is a joint responsibility of the Board, the administrative and supervisory staff and the professional educational employees, requires staff participation in the consideration of matters of mutual concern, and in matters related to professional service. Attainment of educational objectives of the district requires mutual understanding and cooperation between the Board, the administration and supervisory staff, and the professional educational employees. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

ARTICLE II - RECOGNITION

Section 2.1 - The Board of Education of Community Unit School District #3, Champaign County, Illinois, will be hereinafter referred to as the “Board,” and the Mahomet-Seymour Education Association, will be hereinafter referred to as the “Association”, as the exclusive representative for all full and part-time regularly employed certificated and non-certificated personnel including teachers, librarians, counselors, social workers, school psychologists, speech pathologists, aides, library assistants, nurses, study hall supervisors, cooks, custodians, maintenance personnel, certified bus drivers, monitors, clerical support staff, couriers, dispatcher and registrars.

Classifications Excluded: District #3 administrative personnel and administrative assistants; all supervisors, managerial employees, confidential employees and short term employees as defined in the Act; and employees in the before, during and after school child care program.

For the purpose of clarity, this Agreement consists of two parts:

Part A covers employee positions represented in MSEA including full and part-time regularly employed certificated and non-certificated teachers, librarians, counselors, social workers, school psychologist, speech pathologist, aides, library assistants, nurses and study hall supervisors.

Part B covers employee positions in the MSEA membership, including cooks, custodians, maintenance personnel, certified bus drivers, monitors, clerical support staff, couriers, dispatcher, and registrars. Unless specifically stated or identified by reference, no language found in Part A is applicable to Part B positions.

Section 2.2 - DEFINITIONS:

A. The term “teacher” or “certificated personnel”, when used hereinafter, shall mean members of the bargaining unit employed in positions requiring teacher certification under the Illinois School Code; except as provided for herein.

B. The terms “employee” or “bargaining unit member” shall refer to all certificated and non-certificated personnel represented by the Association in the bargaining unit defined in Section 2.1.

C. The term “support staff” or “non-certificated personnel” shall mean members of the bargaining unit employed in positions not requiring teacher certification under the School Code of Illinois, except, as provided for herein, as defined in Section 2.1 of this Agreement.
D. The term “tenured teacher” shall mean a bargaining unit member employed in a position requiring teacher certification who has qualified for tenure status pursuant to Section 24-11 of the Illinois School Code.

E. The term “non-tenured teacher” shall mean a member of the bargaining unit employed in a position requiring teacher certification who has not qualified for tenure status pursuant to Section 24-11 of the Illinois School Code.

F. The term “support staff” shall mean any support staff bargaining unit member.

G. The term “days” when used hereinafter shall refer to calendar days unless otherwise specified.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

Section 3.1 - INCLUSIONS: The parties agree that applicable Illinois statutory and case law and the Constitutions of the United States and the State of Illinois are hereby incorporated into this Agreement.

Section 3.2 - BOARD RIGHTS AND RESPONSIBILITIES: The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 4.1 - The Association and its members shall have the right to use school buildings for organizational meetings and the right to transact official Association business on school property at reasonable times, provided these meetings shall not interfere with or interrupt the normal school operations, and that the time and space to be used be cleared with the principal of the building wherein the meetings are to be held. When special custodial service is required, the Board may make reasonable charge therefore. Any school sponsored activity shall have precedence for use of facilities.

Section 4.2 - The Association shall be given the opportunity to present brief reports and announcements at building faculty meetings and unit faculty meetings.

Section 4.3 - The Association shall have the right to use the district mail service, mail boxes, and district email for communications to employees.

Section 4.4 - The Association shall have the right to post notices of its activities and matters of Association concern on staff bulletin boards, at least one of which shall be provided in each school building.

Section 4.5 - The Board agrees to make available to the association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: census and membership data, names and addresses of all employees, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.

Section 4.6 - The Association will make available any pertinent information as reasonably requested by the Board or its representatives.
Section 4.7 - NON-DISCRIMINATION: The Board agrees that it shall not discriminate against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, or national origin, and that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious or discriminatory. The Board agrees not to discriminate against any employee in regards to the terms and conditions of employment, including discrimination against any employee by virtue of family relationship. Family relationship is defined as that kinship which exists between people related by blood or by marriage.

Section 4.8 - The Association shall pay for the cost of all supplies incidental to use.

ARTICLE V - NEGOTIATION PROCEDURES

Section 5.1 - The parties shall negotiate pursuant to the Rules and Regulations promulgated by the Illinois Educational Labor Relations Board under provisions of the Illinois Educational Labor Relations Act.

Section 5.2 - It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

Section 5.3 - When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to membership of the Association for ratification and to the Board for ratification.

Section 5.4 - MEDIATION: If the services of a mediator are needed, a mediator shall be requested by the parties from the Federal Mediation and Conciliation Service. Requests may be made to the Illinois Educational Labor Relations Board pursuant to the provisions of the Illinois Educational Labor Relations Act.

Section 5.5 - ATTENDANT COSTS: Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

ARTICLE VI - PROFESSIONAL GRIEVANCE PROCEDURE

Section 6.1 - GRIEVANCE DEFINED: Any claim by the Association, a group of employees or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement must be brought to the attention of the immediate supervisor within twenty (20) days of the date of occurrence of the matter. Failure to act within this time limit bars future appeal.

Section 6.2 - TIME LIMITS DEFINED: All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

Section 6.3 - DEFINITION OF GRIEVANT: At any level of the grievance procedure, the grievant may request Association involvement in the grievance process. Henceforth all references to “grievant” shall be construed to mean the original initiator of the grievance procedure and, if requested, the Association. The
original initiator of the grievance process may request that the Association take over the grievance process at any level. However, any individual employee or a group of employees may at any time present grievances to the Board and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

Section 6.4 - INFORMAL STEP: The parties hereto acknowledge that it is usually most desirable for a bargaining unit member and the supervisor immediately involved to resolve problems through free and informal communications. When requested by the grievant, the Association representative may accompany the grievant to assist in the informal resolution of the grievance. If, however, such aforementioned informal processes fail to resolve the grievance, it may then be processed as follows:

Section 6.5 - STEP ONE: The grievant may present the grievance in writing (within the twenty day time period listed 6.1) to the supervisor immediately involved who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievant within two (2) days after the meeting. The answer shall include the reasons for the decision. The purpose of this step is to try to resolve the grievance.

Section 6.6 - STEP TWO: If the grievance is not resolved at Step One, then the grievant shall refer the grievance to the Superintendent or his official designee within six (6) days after receipt of the Step One answer or within eight (8) days after the Step One meeting, whichever is the latter. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have three (3) days in which to provide a written decision with reasons to the grievant. The purpose of this step is to try to resolve the grievance.

Section 6.7 - STEP THREE: If the Association/grievant is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to final and binding arbitration. The Demand for Arbitration must be filed with the Board within thirty (30) days of the Step Two decision. If the Association and Board cannot agree upon an arbitrator within seven (7) days of the Demand being filed, the Demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. If a Demand for Arbitration is not filed with the Board within thirty (30) days, then the grievance shall be deemed withdrawn.

Section 6.8 - In all cases the Arbitrator shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. However, upon mutual agreement of the parties, expedited (Streamlined Labor Arbitration Rules of the American Arbitration Association) may be used.

Section 6.9 - The fees and expenses of the Arbitrator shall be shared on an equal basis by the employer and the Association.

Section 6.10 - Unless agreed upon in advance, the party requesting a court reporter shall assume full responsibility for the expenses of the reporter. However, if both parties request a transcript, then the parties shall share the cost of the reporter.

Section 6.11 - Neither party shall be allowed to assert any new grounds or present information not previously disclosed to the other prior to arbitration at the arbitration hearing.
Section 6.12 - The Party requesting a postponement of an arbitration hearing shall bear all costs, if any, related to the postponement.

Section 6.13 - BYPASS: Upon written, mutual agreement of the parties, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section 6.14 - Any grievance involving employees in more than one building or more than one immediate supervisor, may be initiated at Step Two.

Section 6.15 - INFORMATION: The Board, administration and the grievant shall cooperate in the investigation of any grievance, and further, they shall furnish information requested for the processing of any grievance.

Section 6.16 - NO REPRISAL: All parties involved in a grievance shall be free from restraints, coercion or reprisal.

Section 6.17 - PERSONNEL FILES: Grievance documents shall not be filed in the personnel folders maintained by the district Superintendent’s office.

Section 6.18 - RELEASED TIME: Should the processing of any grievance at any level require that a grievant and/or grievance representative be given released time, the parties aforementioned shall be released without loss of pay or benefits. However, both parties agree to schedule such a meeting so as to minimize interference with the normal school program.

Section 6.19 - WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VII - SUMMER SCHOOL

Section 7.1 - NON-TUITION-BASED SUMMER SCHOOL PROGRAM: If tutoring of students with special needs is required, teachers will be compensated at the same rate as home-bound instructors pursuant to Appendix C.

CLASS SIZE AND RELATED PROVISIONS - SUMMER SCHOOL (Minimum class sizes are guidelines.)

1. SPECIAL EDUCATION: Four (4) years age differential maximum within a class. Minimum class size of five (5) students. When class enrollment reaches eleven (11) students, a new class will be created.

2. REMEDIAL EDUCATION PROGRAMS: If class enrollment reaches eighteen (18) to twenty-three (23) students, a teacher aide will be assigned. When class size reaches twenty-four (24) or more students, another class shall be created.

Section 7.2 - TUITION-BASED SUMMER SCHOOL PROGRAM: In the event tuition-based programs for summer school are offered to students, teachers in this program will be compensated pursuant to Appendix C.

CLASS SIZE AND RELATED PROVISIONS - The maximum class size for a tuition-based class is thirty (30) students. If class size exceeds thirty (30) students, the teacher will receive an amount equivalent to the tuition paid by each additional student as extra load compensation.
Section 7.3 - FILLING SUMMER SCHOOL POSITIONS:

A. Summer school positions are bargaining unit positions and shall first be offered to qualified certificated bargaining unit members. Summer school contracts shall be issued separately from the regular teaching contract, and shall be consistent with the provisions of this Agreement.

B. Summer school positions shall be filled in accordance with the following procedures.

1. Summer school positions shall be posted so that bargaining unit members will be knowledgeable about the summer school positions available. The positions will be posted in all buildings as soon as practical and will remain posted for at least five (5) working days prior to filling any positions.

2. Selection of applicants for summer school positions shall be on the basis of district seniority, certification and qualification. Qualifications, for purposes of this section, shall be narrower than the meaning of "legally qualified" as defined by School Board Document #1, and includes such pertinent factors as recent teaching experience at a specific grade level and subject matter specialization.

3. In the event qualified teacher bargaining unit members, in sufficient numbers, do not apply for the positions offered, then the positions will be offered to qualified support staff bargaining unit members. Applicants from among the support staff shall be selected on the same basis as in Section 7.3 (B2) above.

4. In the event qualified bargaining unit members, in sufficient numbers do not apply for the summer school positions, then the positions may be offered to applicants outside the bargaining unit.

ARTICLE VIII – SUBSTITUTES

Section 8.1 - SUBSTITUTES: In the event that a teacher because of illness, extra-curricular duties, or other assigned professional responsibilities must be absent from class for more than two (2) class hours, a substitute teacher other than presently employed staff will be provided by the administration.

In the event that a certified teacher is asked and volunteers to act as a substitute to cover another teacher's class (therefore losing personal prep time or collaboration time) the teacher will be compensated at a rate shown below.

1. At the High School:
   a. For a normal class period $20.00 per period
   b. For advisory $15.00 per period
   c. For a partial class period (up to 25 minutes) $15.00 per occurrence

2. At the Jr. High School:
   a. For a normal class period $20.00 per period
   b. For a partial class period (up to 25 minutes) $15.00 per occurrence
At the Elementary level, in the event that a certified teacher is asked and volunteers to act as a substitute by taking in students from another teacher’s class, the teacher will be compensated at a rate shown below.

1. At Elementary School (Pre-K-5) $5.00 per student per day or any portion of the day.

Section 8.2 - TEACHING CERTIFICATE FOR SUBSTITUTES: In the event a substitute teacher is assigned continuously to the same substitute teaching position for more than fifteen school days, the Board shall make their best effort to employ substitutes who shall hold valid teaching certificates.

Section 8.3 - SUBSTITUTES-REGULARLY ASSIGNED TEACHER: The supervisor shall inquire into the immediate plans of a regularly assigned teacher before assigning this teacher as a substitute, providing this teacher has an average of only one (1) planning period per day. Such substitutions will only take place when circumstances will not allow prior arrangement.

Section 8.4 - SUBSTITUTION BY SUPPORT STAFF:

A. In the event a qualified support staff bargaining unit member is requested to substitute for the regularly assigned classroom teacher, the support staff bargaining unit member will receive an extra $25 for up to half day of subbing, or $50 for up to a full day of subbing.

B. In the event a qualified support staff bargaining unit member is assigned the duties of the regularly assigned classroom teacher for a period exceeding ten (10) school days, but less than one (1) semester, the support staff employee shall be compensated at the rate of 1/180 of the base pay of the B.S. column of the salary schedule in Appendix A, retroactive to the first day of substitution.

C. A qualified support staff bargaining unit member who is assigned the duties of a regularly assigned classroom teacher for one (1) semester or longer shall be placed on his/her step (based on degree/hours/experience) of the certificated salary schedule in Appendix A, retroactive to the first day of substitution.

ARTICLE IX - VACANCIES, TRANSFERS AND PROMOTIONS

Section 9.1 - FAMILY RELATIONSHIPS: For the best interests of the district and personnel involved, one member of a family shall not be put in the position of directly supervising another member of the family.

Section 9.2 - POSTING OF VACANCIES: The Superintendent shall have posted in all school buildings and shall send to the Association President a notice of all district vacancies as they occur. Such notice shall be accompanied by a statement of minimum qualifications and salary range. No such vacancy shall be filled except in case of emergency until such vacancy shall have been posted for at least five (5) school days. A bargaining unit member who is interested in this vacancy must apply at this time. During the summer vacation, a list of vacancies shall be emailed to the Association President. The vacancies will be posted within the school district on or before the same time the vacancies are released to any news organization or placement facilities. Each semester, before vacancies are filled by contractual services for bargaining unit work, the board and MSEA will agree to the need to use contractual services.

Part A 2018-2022
Section 9.3 - VACANT POSITIONS: A vacant position shall be defined as a current or newly-created position that cannot be filled from among the members of the bargaining unit by one of the following methods:

A. Employees returning from a leave of absence;
B. Employees, by seniority, who are on layoff due to reduction in force;
C. Employees who have been involuntarily transferred, as described in Article IX, Section 9.6.
D. An employee who applies for a voluntary transfer pursuant to Section 9.4.

Section 9.4 - VOLUNTARY TRANSFER: Any employee wishing to change positions shall apply to that posting within the normal protocol for application and notify the supervising administrator in writing the request for a voluntary transfer. The administrator may request a current resume and/or a completed application in Applitrack. The qualified employees will be interviewed for the vacant position and no voluntary transfer shall be arbitrarily denied. If the administration denies a request for a voluntary transfer, the employee will be notified and if requested the reasons for the denial shall be provided to the employee in writing prior to the vacancy’s being filled.

Section 9.5 - CHANGE IN TEACHER ASSIGNMENT: No changes in the teacher’s assignment may be made later than August 1, unless it is by teacher request or such a change is necessitated by emergency, i.e., a change in enrollment. Such a change shall be considered an involuntary transfer. In the case of an involuntary change after August 1, the Association and any teacher affected shall be notified in writing within five (5) calendar days of the knowledge of such a change and, upon the request of the teacher and/or the Association, the changes shall be promptly reviewed between the building principal and the teacher affected and a representative of the Association, if requested. In the event the review process does not resolve the issue to the mutual satisfaction of the parties involved, the dispute shall be subject to the grievance procedure, if the change is not in compliance with Section 9.6 of this Article.

Section 9.6 - INVOLUNTARY TRANSFERS:

Involuntary transfer means a change of the Employee from one position to another directed by the Administration rather than requested by the Employee. An involuntary transfer also occurs when there is a relocation of personnel within a building or to another building.

(Note: a “position” in the district is, for example, a 2nd Grade Teacher or a HS Math Teacher. This is different from an “assignment” which is defined as what a teacher is assigned to teach - for example: two Algebra I classes and three Geometry classes at the high school. The procedure for an Involuntary Transfer would NOT need to be followed for a change in assignment, only for a change in position.)

In the event circumstances force changes in the teaching assignments of certified staff, the administrator will attempt to notify the Teacher(s) involved as soon as the need is determined. If direct contact cannot be made in five (5) days, a certified letter will be sent.

Procedures:

1. When it is necessary to transfer Employees, all qualified volunteers shall be considered first.
2. If no qualified volunteers emerge, the teacher with the least number of years of service will be transferred. However, the district may make an alternative choice if a clear and compelling need arises.
(shown through reasonable and just cause) due to one or more of the following criteria: the employee’s (or employees’) work performance/evaluation(s), teaching experience, needs of the district or educational background.

3. Any Employee subject to an Involuntary Transfer shall have the right to meet with the building administrator and the Superintendent along with a representative of the Association to discuss the transfer. The administrator must provide written documentation of the rationale for transfer during such meeting. Rationale may include but not limited to pupil distribution or instructional requirements. No transfer may take place until completion of such meeting.

Section 9.7 - JOB SHARING:

A. Purpose. Job sharing as defined in this article is a voluntary program providing two (2) teachers the opportunity to share one (1) full-time equivalent teaching position. No full-time equivalent positions will be eliminated in order to create job sharing positions.

B. Application Procedure. Participants in job sharing positions shall submit an application and proposed plan for a job sharing leave to the Superintendent by February 1 of the year preceding the school year for which the leave is requested. The responsibilities of an assignment by the participants may be divided according to a plan designated by the participants, with the concurrence of the principal(s). The job sharing plan shall include, but not be limited to, division of teaching responsibilities, schedule of work hours and/or days, in-service days, District meetings, open houses, parent conferences, field trips, and other teaching responsibilities. The Board of Education, at its discretion, may approve the job share application upon the recommendation of the Superintendent.

C. Salary Credit Allowable. Participants in job sharing positions shall be placed appropriately on the teachers’ salary schedule and salaries shall be prorated according to the time worked. Contributions to the Teachers’ Retirement System shall be prorated according to the time worked. Participants in job sharing positions shall receive salary step advancement at the start of the school year following the accumulation of the equivalency of one (1) year of full-time service.

D. Length of Leave. The length of job sharing leave shall be for one (1) school year and may be extended for one (1) year by the Board if another request to renew is made by the participants in accordance with Section 9.7B. Participants in job sharing positions shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working. In the event one participant cannot complete a job sharing plan due to illness or other emergency, the remaining participant shall have the option of completing the plan as a full-time teacher. If the participant declines and a part-time substitute cannot be retained, the Board retains the right to terminate the plan and hire a full-time substitute. The participants shall be placed on an unpaid leave of absence for the remainder of the school year.

E. Attendance at Required Meetings. The participants shall attend institute days, in-service days, staff meetings, parent-teacher conferences and open houses.

F. Years of Service. Teachers participating in the job sharing program as set forth in this section shall accrue years of service in proportion to the time worked. The parties agree that a tenured teacher’s participation in an approved job sharing program will not affect the teacher’s tenure status.

G. Insurance and Leave Benefits Availability. Participants in job sharing positions who work at least a Full-
Time Equivalency of 50% or greater shall receive prorated fringe benefits and leave benefits at a rate equal to the participant’s FTE. The cost to the Board shall not exceed one Full-Time Equivalent (FTE) teacher.

H. Return from Leave. Participants in a job sharing program shall submit written notice of their request to return to full-time employment by February 1. All requests submitted by tenured teachers who would not otherwise be subject to reduction in force shall be granted. Requests submitted by non-tenured teachers shall be considered, but may or may not be granted. Upon return to full-time employment, a tenured teacher shall be returned to his or her former position, seniority permitting, if the position still exists, or to a comparable position.

ARTICLE X - REDUCTION IN FORCE

Section 10.1 - TEACHING PERSONNEL:

A. When the Board decides it is necessary to reduce the number of teaching positions in the District because of decreased enrollment, lack of funds, or other reasons, the employees who are subject to removal shall receive notice by certified mail as provided in school code before the end of the school term together with a statement of honorable dismissal and the reasons therefore.

B. BREAKING OF TIES: If two (2) or more teachers (or support staff employees) otherwise have the same first date of employment and are equally legally certified for the same position, the teacher (or support staff employee) with the lower average evaluation score from the past 3 evaluation cycles (if available) will be dismissed first.

C. RECALL RIGHTS: Recall rights shall be in effect from the date of termination through one (1) calendar year from the beginning of the next following school term. Length of continuing service all accumulated sick leave, and salary schedule position will be reinstated upon recall. Teachers will be eligible for recall in reverse order of termination and notified of recall by certified mail at their last known address on file in the district office. Teachers will be eligible for any vacant position for which they are qualified at the time of notice of vacancy. Teachers are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination. A teacher shall have ten (10) working days from the date of receiving the recall notice to respond to the recall offer.

D. Upon written request of an honorably-dismissed teacher, two weeks prior to the end of the school term, the employer shall pay to the teacher all compensation due to him/her within three (3) days of the last day of employment.

E. Length of Service List: By February 1 of each year, in consultation with the Association, the Board shall develop a years of service list, categorized by position, for posting in each building as per state statute. The list shall show the length of continuing service of each teacher who is qualified to hold any such position. A copy of the length of service list shall be provided to the Association President thirty (30) calendar days prior to posting. The Association shall have thirty (30) calendar days from February 1 to file exceptions to the list with the Superintendent.

Section 10.2 - SUPPORT STAFF:

A. If the Board determines to reduce the number of support staff positions because of decreased enrollment, lack of funds or to discontinue a particular type of support staff service, the support staff employees who
are subject to removal shall receive notice by certified mail at least thirty (30) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. The support staff employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first.

B. SENIORITY: For purposes of determining seniority among the support staff in the bargaining unit the following category of positions shall be applicable:

Paraprofessionals (including all Aides and Library Assistants)

Seniority shall be defined as the length of continuous service within District #3, measured from the first day of employment within the district. Seniority does not accrue during an unpaid leave of absence longer than ninety (90) days. However, such leave shall not interrupt continued service status. Seniority accrual shall not be interrupted by a paid leave, sick leave, or forced leave because of on-the-job injury. Loss of seniority will result from resignation, dismissal for cause, or retirement.

C. BREAKING OF TIES: If two (2) or more support staff employees otherwise have the same total length of service and are equally qualified for the same position, the employee with the lower average evaluation score from the past 3 evaluation cycles (if available) will be dismissed first.

D. RECALL RIGHTS: Recall rights shall be in effect from the date of termination through one (1) calendar year from the beginning of the next following school term. Seniority, all accumulated sick leave, and salary schedule position will be reinstated upon recall. Support staff will be eligible for recall in reverse order of termination and notified of recall by certified mail at their last known address on file in the district office. Support staff will be eligible for any vacant position for which they are certified at the time of notice of vacancy. Support staff are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination. A support staff employee shall have ten (10) working days from the date of receiving the recall notice to respond to the recall offer.

E. FILLING OF VACANT AIDE POSITIONS WHEN THERE ARE RIF’D AIDES: The following process will be used:

1. The position will be posted internally.
2. Any currently employed Aide and any RIF’d Aide in the district may apply.
3. The principal interviews internal candidates and most senior RIF’d aide.
4. The principal makes a selection.
5. If a currently employed Aide is chosen, the current RIF procedure is used to fill the newly created vacancy.
6. If a currently employed Aide is not chosen for transfer, the vacancy will be filled using current RIF procedure.

F. SUPPORT STAFF RETENTION OF BENEFITS: Full-time support staff who are reduced and then recalled to part-time positions shall retain all full-time employee rights under this Agreement.

G. Upon written request of an honorably-dismissed support staff employee, two weeks prior to the end of
the school term, the employer shall pay to the support staff employee all compensation due to him/her within three (3) days of the last day of employment.

H. SENIORITY LIST: By February 1 of each year, in consultation with the Association, the Board shall develop a support staff seniority list for the bargaining unit support staff. The list shall be categorized by the positions set forth in Section 10.2.B, and shall be posted in each building. The list shall show the length of service of each support staff bargaining unit member who is qualified to hold any of the positions. The support staff employee with the greatest seniority in a categorized position shall be listed first, followed by the other qualified support staff employees in order of seniority. A copy of the seniority list shall be provided to the Association President thirty (30) calendar days prior to posting. The Association shall have thirty (30) days from February 1 to file exceptions to the list with the Assistant Superintendent.

ARTICLE XI - EXTRA DUTY POSITIONS/ASSIGNMENTS

Section 11.1 - EXTRA DUTY DEFINED: Extra duty shall be defined as any duties performed by the bargaining unit member outside his/her regular duties, and shall include all of the positions enumerated in Appendix C.

Section 11.2 - COMPENSATED EXTRA DUTY: Certain specific extra duty assignments shall be compensated as set forth in Appendix C. All compensated extra duty assignments shall be voluntary.

A. EXTRA DUTY ASSIGNMENTS: Chaperoning, supervision of athletic events and ticket sales during the regular school term shall be first offered throughout the district on a volunteer basis. Elementary teachers may volunteer for ticket sales only. The remaining duties will be assigned to the appropriate faculty members on an equal basis.

B. SUPERVISORY DUTIES: Every attempt shall be made to distribute regular school day duties equally among teachers.

Section 11.3 - Any new extra assignment created during the term of this Agreement will be the subject of negotiations between the Association and Board relative to compensation and hours, and other terms and conditions. If the Board determines the need to compensate previously uncompensated extra duty assignments during the term of this Agreement, the compensation shall be the subject of negotiations between the Board and Association.

Section 11.4 - The terms and conditions of extra duty contracts shall be consistent with the provisions of this Agreement.

ARTICLE XII - TEACHING HOURS AND SCHEDULES

Section 12.1 - PROFESSIONAL DAY DEFINED: The bargaining unit member’s professional day shall be from one-half hour prior to and one-half hour after the student’s academic day.

Section 12.2 - DUTY FREE LUNCH: Every teacher shall be allowed a duty free lunch period as required in Section 24-9 of the School Code.

Section 12.3 - TEACHERS PLANNING TIME - ELEMENTARY: K-5 classroom teachers will have a minimum of 180 minutes of planning time per week free of student contact, of which 150 minutes is designated for personal planning time. The remaining 30 minutes will alternate weekly between
collaboration and personal planning time. Other teachers, “specials teachers”, will have a minimum of 150 minutes of personal planning time per week free of student contact. Each day all teachers will be provided with at least one period no less than 30 consecutive minutes during the student attendance day.

A. Paid Preparation Time for Part-Timers.

1. This agreement will effectively waive 12.1 of the collective bargaining agreement in that no part-time employee will be expected to be on duty one-half hour prior or one-half hour after the instructional workday.

2. This agreement will apply to part-time employees who work over fifty percent of the instructional day as indicated in the chart below.

3. Percent of pay to include paid preparation time is also detailed on the charts below.

Chart A. Teachers Assigned to Both High School and Junior High School (6-12)

<table>
<thead>
<tr>
<th>Percent of Pay</th>
<th>17%</th>
<th>34%</th>
<th>50%</th>
<th>70%</th>
<th>86%</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Assignments</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>With</td>
<td>No prep</td>
<td>No prep</td>
<td>No prep</td>
<td>Pd prep</td>
<td>Pd prep</td>
</tr>
</tbody>
</table>

Chart B. Teachers Assigned to the Junior High School Only (6-8)

<table>
<thead>
<tr>
<th>Percent of Pay</th>
<th>14%</th>
<th>28%</th>
<th>42%</th>
<th>60%</th>
<th>72%</th>
<th>86%</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Assignments</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>With</td>
<td>No prep</td>
<td>No prep</td>
<td>No prep</td>
<td>Pd prep</td>
<td>Pd prep</td>
<td>Pd prep</td>
</tr>
</tbody>
</table>

Section 12.4 - TEACHER PLANNING TIME - SPECIALS: Special education teachers and other special area teachers (art, music, PE, reading, etc.) shall have adjusted schedules to achieve equal planning time to that of regular teachers. Traveling teachers’ time on the road shall not be considered as planning time. Allotted travel time between buildings will be fifteen minutes.

Section 12.5 - SCHEDULE PLANNING - SPECIALS: Special area teachers (art, music, PE, reading, traveling, and special education) shall be consulted in the make-up of their schedules each year. The teacher involved will be given the opportunity to comment on the acceptability and feasibility of his/her proposed schedule.

Section 12.6 - TEACHER PLANNING TIME - 6-12: Each teacher at grades 6-12 shall have daily preparation time equal to one teaching period unless assigned to an elementary building.

Section 12.7 - NUMBER OF CLASS PREPARATIONS: Every attempt shall be made to balance the number of class preparations among 6-12 teachers.
Section 12.8 – PARENT-TEACHER CONFERENCES: Parent-teacher conferences shall be offered twice a year, once in the fall and once in the spring. During a regular work week, bargaining unit members need to be available for a total of seven hours (two hours during early dismissal day + 5 hours during designated parent teacher conference night). Bargaining unit members working parent-teacher conferences will be given two compensatory days off as reflected in the Board approved school calendar.

ARTICLE XIII - CLASS SIZE AND EDUCATIONAL PLACEMENT

The Board and the Association agree that class size for shall be closely monitored at each grade level/subject area. The number assigned to each classroom shall be based upon a variety of factors which include: (1) age and grade level of the students; (2) ability level of the students; (3) course content; (4) equipment used; (5) availability of space; and other appropriate factors. The principal shall meet with staff members in the spring each year to discuss anticipated class size for the forthcoming year.

Class size targets, based upon the financial position of the school district, will be reviewed and staff may be added at the Board’s discretion. This language is contingent upon the financial state of the school district.

ARTICLE XIV - WORKING CONDITIONS AND STAFF FACILITIES

Section 14.1 - REQUISITIONS: Each teacher shall be given the opportunity to submit requisitions for instructional material and/or supplies for the following school term. The teacher making the requisition shall be informed as to the acceptance or rejection of the requisition by the end of the school year. Teachers new to the district shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

Section 14.2 - PROFESSIONAL LIBRARY: The Board shall provide in each building in the district a professional library which shall include professional reference materials which are reasonably requested by the teachers of that building.

Section 14.3 - FACILITIES AND EQUIPMENT: The Board agrees to make available for each building adequate duplicating capacity, adequate work space, and, if possible, clerical personnel, to aid bargaining unit members in the proper execution of their assigned duties.

Section 14.4 - UNSAFE OR HAZARDOUS CONDITIONS: A bargaining unit member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety, or well-being.

Section 14.5 - Student Behavior Advisory Committee: The parties agree to form a Student Behavior Advisory Committee, not to exceed five people each from the union and administration.

   a. Committee needs to be formed by September 30, 2018
   b. Committee will develop a recommendation for protocols and guidelines for dealing with disruptive student behavior, bargaining unit members’ protection, (which may include training and professional development) and injury/assault claims for faculty handbooks.
   c. Recommendation will be completed and proposed to the Board of Education and MSEA by May 15, 2019.
Section 14.6 - STAFF LOUNGE: An area will be set aside in each building to be used as a staff lounge.

Section 14.7 - PARKING: All school parking lots shall be maintained in a reasonable condition relative to their grading and surface. Each lot will be clearly marked for STAFF PARKING ONLY. Every effort shall be made to keep said lots accessible during adverse weather conditions.

Section 14.8 - COPY MACHINES: A minimum of two copying machines shall be maintained in each student attendance center with one additional machine each at the Junior High and the High School libraries. Therefore, the availability of copying/duplicating/scanning shall be as follows:

a. Five at Middletown Prairie Elementary
b. Three at Lincoln Trail
c. Three at Junior High
d. Four at High School
e. One at Bus Barn

ARTICLE XV - RELEASED TIME AND WORKSHOPS

Section 15.1 – TEACHER INSTITUTE DAYS: The MSEA and Board agree to hold 4 full Teacher Institute days per school year for the duration of this contract.

Section 15.2 - RELEASED TIME FOR SPECIAL EDUCATION PURPOSES: A teacher may apply for released time to be used for observation and consultation purposes which involves the educational program of a student. Approval of released time will be considered and approved on an individual basis by the building principal.

Section 15.3 - RELEASED TIME FOR ASSOCIATION PRESIDENT: The Association President shall be granted twelve (12) half days of released time (taken in 1/2 or full day increments) per school year for Association business relative to in-district matters at no loss of salary, fringe benefits, or seniority.

ARTICLE XVI - LEAVES

Section 16.1 - SICK LEAVE: Each bargaining unit member shall be entitled to a total of fifteen (15) sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, pregnancy and pregnancy-related disabilities, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians. After three (3) continuous days a physician’s statement may be requested by the Board. Sick leave days may also be used, if needed, to attend funerals other than those specified under “immediate family”.

Section 16.2 - BEREAVEMENT: Members of the bargaining unit may be permitted up to a maximum of three (3) days of leave in the connection with the death of a member of the immediate family which shall include any spouse, domestic partner, mother, father, daughter, son, grandmother, grandfather,
granddaughter, grandson, sister, brother, niece, nephew, aunt, uncle, parent-in-law, brothers-in-law, sisters-in-law, legal guardian and any person living in the household of the Association member. Leave taken under this section will be with pay, but will not be charged against the Teacher’s sick leave allotment. Unused bereavement leave shall not accumulate from year to year. Beginning with the fourth day, the board will grant up to three (3) additional days of bereavement leave to be used in half-day increments. The bargaining unit member is required to use eligible sick half-days to cover the balance of the half days required.

Section 16.3 - PERSONAL LEAVE: The Board shall grant two (2) days of personal leave without loss of pay per school term. Unused personal leave days may accumulate as sick leave; provided, however, a teacher shall be entitled to carry over one unused personal leave day to a subsequent school term for a maximum of three (3) personal leave days available for use during a school term. Except in emergencies, the employee shall notify his/her immediate supervisor at least two (2) days in advance of the day he/she is to be absent. Personal leave is defined as an absence required due to personal business that cannot be scheduled during non-school hours.

At the completion of 20 years of service, the Board shall grant three (3) days of personal leave.

16.4 - SABBATICAL LEAVE: A sabbatical leave may be granted after an Employee has five (5) or more years of continuous full-time service in the District.

A. Granting a leave of absence will be made on an individual basis and in no way will establish a precedent for granting of future leaves. Request for sabbatical must be approved by the building principal and superintendent prior to Board of Education consideration.

B. The leave shall be for a maximum of up to one (1) year without pay.

C. An employee, on Board approved leave of absence, will be permitted to retain his/her current insurance coverage. The premium for insurance coverage will be paid in full by the employee.

D. A request for sabbatical leave, for the following school year, shall be submitted in writing to the Board no later than May 1 of the current school year. The Employee on leave shall also notify the Board in writing by February 1 of the leave year of his/her intent to return to the District for the next school year. If the Employee does not intend to return, the notification to the Board shall be made in the form of a written resignation.

E. An employee granted a leave of absence shall be reinstated to the position held at the time the leave was requested, provided this position still exists. If eliminated, the RIF provisions in this agreement apply.

Section 16.5 - PARENTAL LEAVE:

A. Eligible employees on parental leave shall be able to use sick leave benefits as outlined in the Family Medical Leave Act (FMLA).

B. Tenure teachers and support staff wishing to extend a leave beyond the time periods outlined in FMLA shall be eligible for parental leave without pay subject to the following guidelines.

1. The eligible employee shall be granted parental leave for a period not to exceed one (1) school year in school years 2014-15 and 2015-16, and not to exceed one (1) semester in school years 2016-
17 and 2017-18. However, the return from parental leave will align with the beginning of the year or beginning of a semester pending staff scheduling.

2. Application for such leave shall be made in writing to the immediate supervisor at least ninety (90) days prior to the commencement of the leave.

3. If the parental leave is as a result of the eligible employee becoming a parent, parental leave shall be granted upon satisfactory notification to the Assistant Superintendent of the following:
   a. The date the child is expected to be received, or the projected date of the child’s birth.
   b. The adoptive child is eight (8) years of age or under.

4. Accrual of seniority and advancement on the salary schedule during the term of a parental leave shall be pursuant to applicable provisions of this Agreement.

5. Eligibility for fringe benefits during the term of a parental leave shall be the same as if the employee were on an unpaid leave of absence as provided for in Section 16.4 of this Agreement.

6. Eligible employees on parental leave shall not be able to use sick leave benefits during the term of such leave.

7. An employee on parental leave shall provide notification to the immediate supervisor ninety (90) days prior to the ending date of such leave of the employee’s intent to return to work. Failure to provide such notification of intent to return shall be considered equivalent to a resignation.

8. An employee on a parental leave shall be reinstated, at the end of the leave, to the position held at the time the leave commenced, unless the position has been eliminated, in which case the Reduction in Force provisions of this Agreement shall apply.

9. Upon returning from a parental leave, the employee shall not be eligible for another such leave until the employee has returned to full-time employment for at least one (1) school year.

C. A non-tenured teacher or support staff employee shall be eligible for a parental leave for a period not to exceed ninety (90) work days. For all purposes, such leave shall be treated as a leave of absence without pay pursuant to Section 16.4 of this Agreement.

Section 16.6 - MILITARY LEAVE: The contractual continued service status of a bargaining unit member shall not be affected by virtue of his/her induction or enlistment for military duty in any branch of the armed forces of the United States.

A. Bargaining unit members who are inducted into the military service of the United States shall be granted leave without pay. Such leave shall not exceed two (2) years.

B. For purposes of this Section, years of military service shall be equivalent to two (2) years of experience for advancement on the salary schedule.

C. A bargaining unit member must notify the Board of the date of his/her separation from service not later than thirty (30) days from said date.

D. If a bargaining unit member is called to service during the school year, the Board shall grant him/her a fifteen (15) day leave of absence just prior to his/her entering the service at full pay.
Section 16.7 - PROFESSIONAL LEAVE: Registration (up to $200), mileage at the current IRS rate, and meals, when travel is required between 7am and 6pm, will be paid for one meeting per year for a teacher or aide for meetings approved by the Director of Instruction and the Board of Education according to Board Policy. Mileage, meals and hotel will only be reimbursed when approved as part of the initial professional development request. Teachers and teacher aides will submit a written request to their principal for permission to attend meetings pertaining to their teaching area. The Board of Education, through the Director of Instruction shall make final approval. Grant funding may allow staff individual the opportunity to exceed these expenses. This day, if unused, shall not accumulate from year to year.

Section 16.8 - ASSOCIATION LEAVE: In the event that the Association desires to send representatives to regional, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of substitute(s). Association leave shall not conflict with Parent/Teacher Conferences or the first and last days of the school year. Appropriate MSEA and Unit forms are to be processed.

Section 16.9 - JURY DUTY: The school district recognizes the duty of each individual employee to participate in his/her civic responsibility. If an employee is summoned for jury duty, the school district will grant a leave with full pay and benefits to the employee while serving jury duty. An employee will be expected to report to work on days when he/she is released from jury duty. The employee will turn over monies received for serving on jury duty during work days to the school district. This does not include allowance received for transportation. Failure to reimburse the school district for the above will result in a deduction in the employee’s salary equal to the amount received for such jury duty.

Section 16.10 - SUBPOENA: Except in cases where the bargaining unit member is a party found at fault, bargaining unit members who are subpoenaed shall suffer no loss in salary or benefits due to their absence from the district.

Section 16.11 - SICK LEAVE BANK: The District will establish three (3) separate sick banks in which current, retiring, and departing staff may deposit sick leave (participation by any staff member is voluntary). These groups of employees include Sick Bank A (All TRS employees), Sick Bank B (IMRF employees including Aides, Secretaries, and Custodians), and Sick Bank C (Transportation Department). Upon request, the Association President will be informed of the number of days remaining in the banks at any time.

In the event that a bargaining unit member hired prior to the 2018-2019 school year who has completed two (2) or more consecutive years in the District and who has exhausted their sick leave faces a need for additional sick leave, application may be made to the Association President for help when the staff member has only ten (10) days remaining.

Each new full-time hire as of the 2018-2019 school year will have an additional sick leave day donated by the employer on their behalf to the sick leave bank and will therefore have the right to apply to the sick leave bank as prescribed by this agreement. All days contributed to the Sick Leave Bank are non-refundable.

Any bargaining unit member who has not completed two (2) or more consecutive years in the District shall not be allowed to draw more than 10 days during the first two (2) years of employment.
Use of the sick leave bank will require the following steps:

1. The applicant should file an application with the Association President, giving name, building, reason for need, and approximate number of days needed. If requested, this material will be kept confidential.

2. The Association President, with the approval of the MSEA Executive Board, will review and grant the requesting member sick days up to the number needed.

3. If the sick bank does not have enough days, the Association Representatives will circulate a “request for transfer of sick days” first to the requesting member’s building and then to the membership as a whole as needed. Days will be transferred to the requesting member in the order of the forms received by the District, only up to the number of days needed. Unused “donations” will be deposited into the sick bank.

4. Days used from the sick bank or transferred will only apply to the current school year.

 ARTICLE XVII - EMPLOYEE DISCIPLINE/PROTECTION

Section 17.1 - COMPLAINTS AGAINST BARGAINING UNIT MEMBERS: The following procedures shall be followed in the investigation of a written complaint against a bargaining unit member at the school or on school grounds.

A. The bargaining unit member shall have the right to representation in any meeting with the Board or administration in the investigation of the complaint by the district.

B. To the extent that the administration is aware of any complaint, the bargaining unit member shall be notified within seventy-two (72) hours of any complaint filed, and be notified by the immediate supervisor of the bargaining unit member’s right to representation. In the event a complaint is filed against a bargaining unit member, the district shall cooperate with the employee’s representatives in the investigation of the complaint. Suspension or discipline of a bargaining unit member as a result of a complaint filed against the employee shall be for reasonable cause and preceded by:


2. Compliance with the employee’s contractual rights pursuant to this provision and other applicable provisions of the Agreement.

C. With respect to a written complaint filed by a member of the public regarding a teacher’s performance of his/her duties, the District shall notify the teacher of the complaint rendered in writing within 72 hours and furnish him/her a copy of it.

Section 17.2 - EMPLOYEE DISCIPLINE:

A. No employee shall be disciplined except for reasonable cause. Disciplinary action shall be progressive and defined as verbal warning, written reprimands, suspension, or demotion of any bargaining unit member, or the dismissal of support staff employees. In situations that require urgent response due to the severity of the infraction the parties agree that the progressive discipline process is an insufficient response.

B. Suspension of an employee for a period of longer than (10) days with pay or five (5) days without pay,
shall be preceded by a hearing before the Board of Education and the action passed by a majority vote of the Board.

ARTICLE XVIII - TEACHER EVALUATION

All evaluations shall be conducted in compliance with the evaluation plan developed and approved by the Joint Committee. The Joint Committee is composed of equal representation with administration approved by the board of education and certified staff approved by MSEA. This plan will be in compliance with the School Code and State Board of Education rules and regulations governing teacher evaluation. This performance evaluation plan will include teacher professional practice and student growth components as outlined by the joint committee.

ARTICLE XIX - EVALUATION - SUPPORT STAFF

Section 19.1 - Support staff employees shall be evaluated at least once during the employee’s first year of employment and minimally once every other year thereafter by an administrator.

Section 19.2 - Formal evaluation shall be in writing. A copy of the written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within five (5) working days following the completion of the evaluation. If the employee wishes, he/she may respond in writing to the evaluation and have the response attached to the evaluation for placement in the employee’s personnel file.

ARTICLE XX - INTERNAL PROMOTIONS

The Board declares its support of a policy regarding the filling of vacancies, including vacancies in promotional positions, from its present staff. These positions shall be posted in accordance with Article 9.2

ARTICLE XXI - SCHOOL CALENDAR/EMPLOYEE WORK YEAR

Section 21.1 - TEACHER WORK YEAR:

A. The parties agree that the school year calendar shall consist of 185 days which shall include 176 student attendance days, four (4) institute days and five (5) emergency days. Unused emergency days shall not become work days. The work year for teachers shall not exceed 180 days which shall include the four (4) workshop days.

B. Extended contracts for teachers beyond the regular work year, except for summer school contracts, shall be additionally compensated on the basis of 1/180th of the teacher’s regularly scheduled salary.

Section 21.2 - SUPPORT STAFF WORK YEAR:

A. The parties agree that the work year for support staff shall coincide with teacher attendance days as set forth in the school year calendar. The work year shall consist of no more than 180 workdays.
B. Support staff employees required to work more than 180 days, shall be compensated an additional 1/180th of their regularly scheduled salary for each day beyond the regular work year.

**ARTICLE XXII - PROFESSIONAL COMPENSATION AND RELATED PROVISIONS**

Section 22.1 - INITIAL SALARY SCHEDULE PLACEMENT:

A. TEACHERS - Certificated personnel shall be given full credit for PK-12 public school teaching experience outside the district and credit for degree/hours earned in their initial placement on the Salary Schedule. Fractions of years earned outside the district will not be counted in determining proper placement. Teachers employed by MSCUSD#3 during the school term will be given a full-year’s credit for their first year in succeeding years, provided they are employed prior to the beginning of the second semester. The initial placement on the Salary Schedule of a Social Worker shall be at the MS+30 lane. The initial placement on the Salary Schedule of School Psychologist shall be at the MS+45 lane. The initial placement of Guidance Counselors shall be at the MS+16 lane. Speech and Language Pathologist with a Master’s Degree shall be at the MS+30 lane. For Speech Pathologists, the district will credit prior full time work experience in the private sector if the work experience is in the employee’s area of professional expertise. Verification of such service will be necessary before salary lane experience is credited. It is the employee’s responsibility to provide a verification of employment. Speech and Language Pathologists who are full time employees shall receive an additional $1,500/year if they have achieved their Certificate of Clinical Competence.

B. SUPPORT STAFF - Support staff shall be given full credit for previous PK-12 public school experience, in the classification in which they are employed or a position reasonably related, gained outside the district. Educational support staff employed during the school term by MSCUSD#3 shall be given a full year credit for their first year in succeeding years, provided they are employed prior to the beginning of the second semester. Fractions of years of service gained outside the district shall not be counted in computing initial salary schedule placement.

C. Where applicable, because of state law requiring certification as a teacher aide and study hall supervisor, full credit for degree/hours earned will be given to support staff for initial placement.

D. Support staff employees subsequently employed as certificated personnel in teaching positions in the district, shall be given full credit for years of experience in teaching outside the district, as well as degree/hours earned for initial placement on the teacher salary schedule.

Section 22.2 - SALARY SCHEDULE:

A. TEACHERS - The salary schedule for teachers shall be set forth and incorporated into this Agreement as Appendix A.

B. SUPPORT STAFF - The salary schedule for support staff shall be set forth and incorporated into this Agreement as Appendix B.

Section 22.3 - EXTRA DUTY PAY: Extra pay shall be set forth and incorporated into this Agreement as Appendix C.
Section 22.4 - FRINGE BENEFITS:

The Board of Education shall offer to each bargaining unit member one of the following fringe benefit options. The employee may select the option which best meets his/her needs. The employer shall provide the following amounts, on a twelve-month basis, toward one of the following seven selections (listed below) for the employee coverage:

- 2018-2019: $770/month
- 2019-2020: $810/month
- 2020-2021: $840/month
- 2021-2022: $870/month

1. District offered health plan
2. District offered dental plan
3. District offered vision plan
4. District offered term life with maximum coverage of $200,000
5. District offered supplemental cancer policy
6. District offered supplemental disability plan
7. District offered supplemental accident plan

A joint Association-Administration committee will investigate, evaluate and mutually agree upon plans for inclusion in the above offerings. The employee may choose from among any one (1) of the above options at Board expense. Additional choices will be at the employee’s expense. The individual employee coverage under the option selected will become effective on the first day of selection and will continue for a 12-month period until the window period for option selection reopens. If the employee does not elect to change his/her option during the window period, the employee shall continue with the option previously selected. If the employee is no longer employed in the district at the end of the 12-month period, continuation on any health insurance plan shall be pursuant to Federal statute.

B. Employees may participate in a dependent care reimbursement account plan. This flexible benefit account will be made available annually. Dependent care expenses will be reimbursed at a maximum of $5,000 unless the employee is married and files separate tax returns which, in that case, sets the maximum of $2,500. Administrative expenses shall be borne by participants.

C. These programs are offered by the district for employees, the district does not make any assertion as to the tax consequences related to these programs. Employees are advised that employees should consult their CPA/tax advisor regarding any personal tax related consequences. If Federal or State laws change regarding the compliance related to these programs, the district shall modify to comply with the new requirements.

D. Part-time members of the bargaining unit who are employed at a full-time equivalency (FTE) of 50% or greater shall receive prorated paid benefits under this paragraph at a rate equal to the FTE of their individual contract.
Section 22.5 - PAYROLL PROCEDURES:

A. PAY ISSUED: Pay shall be issued by direct deposit semi-monthly on a 12-month basis. Payroll vouchers shall be sent electronically to designated employee e-mail address.

B. PAY PERIOD: If a regular pay date during the school term falls on a day when school is not in session, employees shall be paid on the last day of the school session. During the summer months, employees shall be paid on the regular pay date.

C. ASSOCIATION DUES DEDUCTION: Payroll deductions for Association, Illinois Education Association, and National Education Association dues shall be made on authorization forms supplied by the Association. The dues shall be deducted over 17 pay periods beginning with the second payroll in September. Forms must be submitted five (5) working days prior to the end of the particular pay period; otherwise the deductions will be made in the next pay period.

D. CREDIT UNION DEDUCTIONS: Payroll deductions for the Champaign County School Employees’ Credit Union shall be made upon written request of the employee. The amount of credit union deduction may be changed at any time at the written request of the employee.

Section 22.6 - CREDIT FOR ADVANCEMENT/MOVEMENT ON SALARY SCHEDULE:

A. VERTICAL MOVEMENT: Each bargaining unit member, subsequent to his/her initial placement on the appropriate salary schedule, shall move vertically on the schedule based upon his/her years of experience in the district. Each bargaining unit member employed equal to or greater than one-half (1/2) time in the district shall receive one (1) full year’s credit for vertical movement on the salary schedule for each year of service. Bargaining unit members employed less than one-half (1/2) time in the district shall receive one (1) full year’s credit for each two (2) years of service.

B. HORIZONTAL MOVEMENT: Each bargaining unit member shall be eligible for horizontal movement to lanes beyond the entry lane on the appropriate salary schedule (BA lane for certificated and 0 lane for support staff). For access to advanced lanes the employee must:

1. Be enrolled in a program leading toward a degree, or

2. Have received prior approval from the Superintendent or his/her designee to take academic courses or courses related to the employee’s area of employment. Advanced degree programs or courses which a bargaining unit member takes that directly pertain to his/her area of instruction shall be approved by the Superintendent or his/her designee.

3. And, the employee provides proper verification to the Superintendent or his/her designee of satisfactory completion of the course work, through filing with the Superintendent either a transcript for the course work or a certificate of completion.

Degree/hours earned from the above procedure shall be used, subsequent to initial placement, pursuant to Section 22.1 to determine advancement to advanced lanes on the appropriate salary schedule. Advancement upon completion of the required number of hours/degree earned shall occur at the beginning of the next school year after proper verification of completion is provided to the Superintendent, at which point the employee will be compensated at that rate thereafter.
D. NATIONAL BOARD OF PROFESSIONAL TEACHING STANDARDS CERTIFICATION: The Board shall pay a stipend to each teacher who acquires National Board Certification equal to $3000 per year for each year the teacher maintains such certification. At the end of the certification period, the teacher must recertify in order to continue to be eligible for the stipend.

Section 22.7 - LONGEVITY INCREMENT: Support personnel (does not apply to certified teachers) who have a greater number of years of experience than is reflected in the salary schedule steps shall receive an additional increment as per Appendix B.

Section 22.8 – Effective with the 2014-2015 school year, the Board agrees to pay TRS 9.4% plus multiplier in addition to salary; employer will also pay 1.02% of the employee required contribution to THIS. Should any law be enacted by the State of Illinois during the length of this contract to reduce these amounts, the savings will be split equally between the district and the employee.

Section 22.9 - Extended Contracts

A. Extended Contracts/Guidance Counselors: Extended contracts to a maximum of 10 days per counselor will be granted to all high school guidance counselors, to be paid at 1/180th of that counselor’s contract for each day worked. Counselors will be notified of any change in the extended contract for the upcoming school year by May 1st of the current school year.

B. Extended Contracts/Librarians: Extended contracts to a maximum of 5 days will be granted for librarians and library aides, provided that the libraries are open for student use during all pupil attendance days during the school year, to be paid at 1/180th of that librarian’s or library aide’s contract for each day worked.

C. The computer aide at Lincoln Trail will have one day maximum to set up the computer labs.

D. Extended Contracts/Instructional Coaches: Extended contracts to a maximum of 10 days per instructional coach may be granted by the Director of Instruction to all instructional coaches, to be paid at 1/180th of the instructional coaches contract for each day worked. Instructional coaches will be notified of any change in the extended contract by May 1st of the current school year.

ARTICLE XXIII - RETIREMENT AND RELATED PROVISIONS

Section 23.1 - RETIREE INSURANCE: The Board will make available group health and hospitalization insurance, with premiums to be paid by the insured retirees who meet the following criteria:

A. Retired on or after January 1, 1982;

B. Completed at least ten (10) years of service in Community Unit School District #3;

C. Attained the age of fifty-five (55) years or over;

D. Retired under the Teachers’ Retirement System of the State of Illinois pension plan.

Section 23.2 - Upon the death of an employee covered by this Agreement the District shall pay to the appointed legal representative of said deceased employee, or if none has been appointed, to the deceased’s surviving spouse, the sum of seventy five dollars ($75.00) per day for each day of sick leave accumulated
by said deceased employee up to 100 days. This payment shall be in addition to any benefit herein provided
for and shall be made by the District as soon as possible but in no event later than 90 days after the date of
death.

Section 23.3 - EARLY RETIREMENT INCENTIVE FOR TRS BARGAINING UNIT MEMBERS:

A. Retirement Incentive Benefit Plan. The Board shall recognize the service of full-time teachers who have
rendered at least ten (10) years of creditable service to District 3 immediately preceding retirement, and
who are eligible to receive regular retirement pension benefits through the Teachers’ Retirement System of
the State of Illinois.

B. Eligibility and Notice

1. To be eligible the teacher must have served satisfactorily in the district for a minimum of ten
(10) years immediately preceding his or her retirement.

2. The teacher shall provide written notice to the superintendent of his or her intention to retire and
participate in the program either four years, three years, two years, or one year prior to the first day
of February of their final year of active service. The Board shall approve the request and notify the
teacher within sixty (60) days of the receipt of this notice of intention to retire provided that all
conditions of this section are met.

3. The teacher’s notice to the Board and the Board’s subsequent action on the request shall
constitute an irrevocable commitment by the parties to the terms stated in the notice.

4. In order to receive the Retirement Incentive, whenever an Employee is first eligible to retire, he
or she must retire by the end of the school year in which he or she first gains eligibility to receive
a TRS annuity. The employee must be responsible for communicating with TRS to secure the
needed information that would be provided to the MS School Business Official for review.
(Oversight on the employee’s part is not a valid reason for approval if the first year of eligibility is
missed.)

5. Incentive will be up to 4 years of:
   • Year Four = 3%
   • Year Three = 3%
   • Year Two= 3%
   • Year One = 3%

6. Employee can choose 4, 3, 2, or 1 year incentive that aligns with their eligibility date.

C. Retirement Benefit. Eligible teachers who submit a timely irrevocable letter of resignation will be paid
a salary increase in his/her last year(s) of service equal to three percent (3%) of the amount otherwise due
and owing to the teacher above the previous year’s gross compensation inclusive of step and lane movement
for a maximum of four (4) years prior to retirement.

D. Continuation of Plan. The Board reserves the right to review and modify or terminate the foregoing
Regular Retirement benefits upon the expiration of this Agreement subject to the requirement of the Illinois
Educational Labor Relations Act and to deny the foregoing benefits to those who theretofore have not applied for regular retirement in that this provision creates no vested right to benefits.

E. New Legislation. If, during the term of this contract, any law is enacted that results in a greater cost to the Board for a teacher to retire (including costs imposed by a legislatively-enacted early retirement program) than the cost in effect as of the date this contract is entered into, this Article shall become null and void. The parties may, at either’s written request served on the other within thirty (30) calendar days of the effective date of such legislation, re-negotiate a retirement incentive. The parties agree that this does not apply to legislation which establishes a “2.2% flat rate formula for teachers” under the Illinois Pension Code.

F. Miscellaneous. The current window to apply during each year of the contract stays at February 1 – January 31. Any eligible staff member may apply during this full year window.

Section 23.4 - Early Retirement Incentive for IMRF Bargaining Unit Members:

A. Retirement Incentive Benefit Plan. The Board shall recognize the service of full-time IMRF bargaining unit members who have rendered at least twenty (20) years of creditable service to District 3 immediately preceding retirement.

B. Eligibility and Notice
1. To be eligible the Support Staff member must have served satisfactorily in the district for a minimum of twenty (20) years immediately preceding his or her retirement.
2. The Support Staff member shall provide notice to the superintendent of his or her intention to retire and participate in the program either four years, three years, two years, or one year prior to February 1st of their final year. The Board shall approve the request and notify the Support Staff member within sixty (60) days of the receipt of this notice of intention to retire provided that all conditions of this section are met.
3. The Support Staff member’s notice to the Board and the Board’s subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.
4. Incentives will be up to 4 years of:
   - Year Four = 4%
   - Year Three = 4%
   - Year Two = 4%
   - Year One = 4%

5. Employees can choose 4, 3, 2 or 1 years of the retirement incentive that aligns with their eligibility date.

C. In order to receive the Retirement Incentive, whenever an employer is first eligible to retire, he or she must retire by the end of the school year in which he or she first gains eligibility to receive a IMRF annuity. The employee must be responsible for communicating with IMRF to secure the needed information that would be provided to the M-S School Business Official for review. (Oversight on the employee’s part is not a valid reason for approval if the first year of eligibility is missed.)
D. A grace period to include any current employees (as of August 1, 2018) who have not chosen this option. Notification by February 1, 2019 must be provided for those qualifying for the benefit to begin in the 2019-2020 school year. This request will require an irrevocable commitment by the parties to the terms stated in the notice. During the grace period, the employee can request up to four years of incentive regardless of their eligibility date.

ARTICLE XXIV - PERSONNEL FILES

A. Only one (1) official file will be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Any materials not contained in the employee’s personnel file may not be used to evaluate or discipline the employee in any manner.

B. The employee shall submit a written request to inspect his/her personnel records to the Superintendent or the Superintendent’s designee.

C. The Superintendent or the Superintendent’s designee shall provide the employee the opportunity for inspection of the requested records within two (2) working days after the request. If such deadline cannot reasonably be met, the Board shall have one additional day to comply.

D. The employee shall inspect the personnel record at the district administrative office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent’s designee.

E. Inspection of personnel records shall be conducted under the supervision of an administrative staff member. A representative of the Association, at the employee’s request, may accompany the employee in this review.

F. The employee may copy material maintained in his/her personnel record. Copies will be charged at the rate of 15 cents per page.

G. Should the employee be unable to inspect his/her personnel records in person, the district shall mail a copy of the requested record upon written request.

H. In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the employee’s file.

I. Should the employee be involved in a current grievance against the district or involved in any other contemplated proceedings against the district, the employee may designate in writing a representative who has the authority to inspect the personnel records under the same rights as the employee.

J. Unit #3 may not divulge to third parties any disciplinary reports, letters of reprimand, or evidence of other disciplinary action that are more than four years old unless Unit #3 is ordered to do so by a judge in a legal action or arbitration. Further, such disciplinary reports that are less than four years old may be divulged only when written notice is sent by first-class mail to the employee on or before the day when the
information is disclosed. There are a few exceptions to this written notice requirement. Records of disciplinary actions that are less than four years old may be divulged to third parties without written notice if:

1. The employee has signed an employment application with another employer waiving written notice; or

2. The disclosure is ordered to a party in a legal action or arbitration; or

3. Disclosure is requested by a government agency involved in a claim or a complaint by an employee or a criminal investigation.

K. At the time of inspection, the employee and administrative staff member shall record on a checklist the items that the employee’s personnel record contains upon that date. This checklist will be dated and signed by both the employee and the administrative staff member and remain in the file. Within thirty (30) days following the date any material of a non-routine nature is entered into the employee’s personnel file, the employee shall be notified of such inclusion and shall have the right to respond, with such response being attached to the file.

L. The Board has policies and rules and regulations which elaborate on the management of personnel files consistent with state law. These policies and rules and regulations will not conflict with this Article.

**ARTICLE XXV - EFFECT OF AGREEMENT**

Section 25.1 - The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. However, the Board shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by the Association.

Section 25.2 - The Agreement shall not be modified in whole or in part by the parties except by amendment in writing duly executed by both parties.

Section 25.3 - The appropriate terms and conditions of this Agreement shall be reflected in individual contracts.

Section 25.4 - Should any Article, Section or Clause of this Agreement be declared illegal or modified by court of competent jurisdiction or by state or federal statutory change said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.

B. Within ten (10) days of such final determination, the parties shall meet to renegotiate the terms and conditions affected.
C. In any event should the affected provision subsequently become legal, valid or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

ARTICLE XXVI - NO STRIKE

The Association will not call for, engage in or encourage any strike action during the duration of this Agreement.

ARTICLE XXVII - DURATION

This Agreement shall be effective on July 1, 2018 and shall continue in effect until 11:59 p.m. June 30, 2022.

The individuals whose names appear below, representing the Mahomet-Seymour Education Association and the Board of Education, have contributed their best efforts to the development of this Agreement:

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<th>For the Association:</th>
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<td>Nancy Harrison</td>
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IN WITNESS THEREOF:

FOR THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 3:

________________________________________
President

________________________________________
Secretary

FOR THE MAHOMET-SEYMOUR EDUCATION ASSOCIATION:

________________________________________
President

________________________________________
Secretary

ATTESTED TO:

________________________________________  __________________________
Superintendent of Schools                  Date

________________________________________  __________________________
MSEA Negotiation Chairperson                Date
## Appendix A
### Teacher Salary Schedule

**2018-2019**

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**NOTE 1:** Any employee moving to row 26 or greater has a basic 3% salary cap in any given year (including horizontal movement and extra duties).

**NOTE 2:** Upon arriving to Step 30 of the schedule, a teacher will receive the salary listed in the appropriate cell. If a teacher enters 2018-2019 already residing on Step 30, they will receive a salary increase of 2.1% of their prior year’s salary.
Appendix A
Teacher Salary Schedule

### 2019-2020

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**NOTE 1:** Any employee moving to row 26 or greater has a basic 3% salary cap in any given year (including horizontal movement and extra duties).

**NOTE 2:** Upon arriving to Step 30 of the schedule, a teacher will receive the salary listed in the appropriate cell. If a teacher enters 2019-2020 already residing on Step 30, they will receive a salary increase of 2.1% of their prior year's salary.
## Appendix A
### Teacher Salary Schedule

#### 2020-2021

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**NOTE 1:** Any employee moving to row 26 or greater has a basic 3% salary cap in any given year (including horizontal movement and extra duties).

**NOTE 2:** Upon arriving to Step 30 of the schedule, a teacher will receive the salary listed in the appropriate cell. If a teacher enters 2020-2021 already residing on Step 30, they will receive a salary increase of 2.1% of their prior year’s salary.
### Teacher Salary Schedule

#### 2021-2022

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</table>

**NOTE 1:** Any employee moving to row 26 or greater has a basic 3% salary cap in any given year (including horizontal movement and extra duties).

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### Appendix B

#### Aide Salary Schedule

**2018-2019**

(includes 4.712% IMRF Factor)

<table>
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<th>Steps</th>
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**NOTE:** Upon arriving to Step 17 of the schedule, an aide will receive the wages listed in the appropriate cell. If an aide enters 2018-2019 already residing on Step 17, they will receive a wage increase of 2.6% of their prior year’s wages.
## Appendix B
### Aide Salary Schedule

**2019-2020**

(includes 4.712% IMRF Factor)

<table>
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<th>Step 1</th>
<th>30 hours w/ aide cert</th>
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**NOTE:** Upon arriving to Step 17 of the schedule, an aide will receive the wages listed in the appropriate cell. If an aide enters 2019-2020 already residing on Step 17, they will receive a wage increase of 2.6% of their prior year’s wages.
Appendix B
Aide Salary Schedule

2020-2021
(includes 4.712% IMRF Factor)

<table>
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<th>Step 1</th>
<th>30 hours w/ aide cert</th>
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NOTE: Upon arriving to Step 17 of the schedule, an aide will receive the wages listed in the appropriate cell. If an aide enters 2020-2021 already residing on Step 17, they will receive a wage increase of 2.6% of their prior year’s wages.
### Appendix B

#### Aide Salary Schedule

**2021-2022**

*(includes 4.712% IMRF Factor)*

<table>
<thead>
<tr>
<th>Step</th>
<th>30 hours w/ aide cert</th>
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**NOTE:** Upon arriving to Step 17 of the schedule, an aide will receive the wages listed in the appropriate cell. If an aide enters 2021-2022 already residing on Step 17, they will receive a wage increase of 2.6% of their prior year’s wages.
APPENDIX C - EXTRA DUTY SCHEDULE

A. Compensated Extra Duty Assignments – Those voluntary extra duty assignments set forth in this section under the following subsections:

1. Supervision
2. Academic Junior High
3. Academic High School
4. Athletics Elementary
5. Athletics Junior High
6. Athletics High School
7. Summer School
8. Drivers Education
9. Supervisor of Saturday Supervised Study
10. Diabetes Care Aide
11. Vertical Teams
12. Division Chairpersons
13. Team Leaders

Bargaining unit members filling these positions shall be compensated in accordance with the schedule set forth herein.

B. Compensations shall be based upon either a flat fee (as indicated by the schedule) or as a percentage of the Teacher Salary Schedule B.S. lane based upon number of years of experiences in the position in the Unit #3 starting with the 1975-76 school year.

COMPENSATED EXTRA DUTY POSITIONS

1. SUPERVISION POSITIONS
   a. Bus Chaperons (Three hour minimum) payment/trip $7.00/hr
   b. Supervision Athletic Event $40.00 per evening
   c. Crowd Control J.H. $12.50 per evening
   d. Crowd Control H.S. $18.00 per evening
   e. Ticket Taker J.H. $12.50 per event
   f. Ticket Taker H.S. $18.00 per event
   g. Homebound Instruction $30.00 per hour
      (with one-half hour extra pay for every hour of student contact time)
   h. Building Technology Resource Persons 4% Stipend

2. ACADEMIC POSITIONS-JUNIOR HIGH
   4% Tier
   a. Art
   b. Drama
   c. Drama Sponsor (or 2% each for 2 sponsors)
   d. Newspaper
   e. Scholastic Bowl Sponsor
f. Science Club 33

g. Speech

h. Assistant Speech Coach (8 positions at ½% each)
i. Student Council
j. Video

3% Tier

a. Jazz Band Sponsor

2% Tier

a. Assistant Scholastic Bowl

3. ACADEMIC POSITION-HIGH SCHOOL

14% Tier

a. FFA Sponsor

12% Tier

a. Drama Sponsor
b. Marching Band Sponsor

10% Tier

a. Student Council

8% Tier

a. Assistant Drama Sponsor
b. Editorial Yearbook Advisor
c. Musical Show Sponsor
d. Assistant FFA Sponsor

7% Tier

a. Assistant Marching Band Sponsor

6% Tier

a. Assistant Madrigal/Assistant Choral
b. Madrigal Sponsor

c. Assistant Student Council

4% Tier

a. Advisory Period Coordinator
b. Art Club Sponsor
c. Assistant Student Council
d. Band Director

e. Bulldog TV
f. Chess Club
g. Choral Director
h. Future Business Leaders of America
i. Math Club
j. Multimedia Club
k. Pep/Jazz Band Sponsor
l. Scholastic Bowl
m. Science Olympiad
n. Speech Team Sponsor

3% Tier

a. Assistant Band Director
b. Business Yearbook Manager
c. Prom Sponsor

d. Bulldog TV

2% Tier

a. Assistant Scholastic Bowl
b. Interact Club
c. Madrigal Brass Director
d. Madrigal Recorder Director
e. Variety Show Sponsor
f. WYSE

ACADEMIC LONGEVITY: Any employee who has five (5) years experience as a sponsor or an assistant sponsor in any one position shall receive a one (1) percent increment increase. The increment shall commence with the fifth year. Any employee who has ten (10) years experience as a sponsor or an assistant sponsor in any one position shall receive an additional one percent (1) increment increase. The increment shall commence with the tenth year. Any employee who has fifteen (15) years experience as a sponsor or an assistant sponsor in any one position shall receive an additional one percent (1) increment increase. The increment shall commence with the fifteenth year. Any employee who has twenty-five (25) years experience as a sponsor or an assistant sponsor in any one position shall receive an additional one percent (1) increment increase. The increment shall commence with the twenty-fifth year. Experience credit shall be within the Mahomet-Seymour School District.

4. ATHLETIC – ELEMENTARY

2.5% Tier

a. Elementary Athletics

5. ATHLETIC- JUNIOR HIGH
10% Tier
a. Boys’ Basketball Head Coach
b. Girls’ Basketball Head Coach
c. Wrestling Head Coach

9% Tier
a. Boys’ Track Head Coach
b. Girls’ Track Head Coach
c. Cross Country Head Coach
d. Girls’ Volleyball Head Coach
e. Baseball Head Coach
f. Softball Head Coach

8% Tier
a. Boys’ Basketball Assistant Coaches
b. Girls’ Basketball Assistant Coaches
c. Wrestling Assistant Coaches
d. Cheerleading

7% Tier
a. Boys’ Track Assistant Coaches
b. Girls’ Track Assistant Coaches
c. Cross Country Assistant Coach
d. Girls’ Volleyball Assistant Coaches

5% Tier
a. Baseball Assistant Coach
b. Softball Assistant Coach

4% Tier
a. Cheerleading Assistant Coach

2.5% Tier
a. 5th & 6th Grade Intramural Sponsor (per intramural sport)
b. 7th & 8th Grade Intramural Sponsor (per intramural sport)
Note: If only one person sponsors both 5th/6th and 7th/8th grade intramurals, the single sponsor will receive 5%.

+Other Assistants added to activities not currently having an Assistant 6%

6. ATHLETIC- HIGH SCHOOL

15% Tier
a. Football Head Coach
b. Boys’ Basketball Head Coach  
c. Girls’ Basketball Head Coach  
d. Wrestling Head Coach  
e. Girls’ Volleyball Head Coach  

12% Tier  
a. Baseball Head Coach  
b. Softball Girls’ Head Coach  
c. Boys’ Track Head Coach  
d. Girls’ Track Head Coach  
e. Boys Cross Country Head Coach  
f. Girls’ Cross Country Head Coach  
g. Boys’ Soccer Head Coach  
h. Girls’ Soccer Head Coach  

10% Tier  
a. Football Assistant Coaches (5)  
b. Boys’ Basketball Assistant Coaches (2)  
c. Girls’ Basketball Assistant Coaches (2)  
d. Wrestling Assistant Coaches (2)  
e. Girls’ Volleyball Assistant Coaches (2)  
f. Boys’ Golf Head Coach  
g. Girls Golf Head Coach  
h. Boys’ Swim Head Coach  
i. Boys’ Tennis Head Coach  
j. Girls’ Tennis Head Coach  

9% Tier  
a. Baseball Assistant Coaches (2)  
b. Softball Assistant Coaches (2)  
c. Boys’ Track Assistant Coaches (2)  
d. Girls’ Track Assistant Coaches (2)  
e. Boys’ Cross County Assistant Coach (1)  
f. Girls’ Cross Country Assistant Coach (1)  
g. Boys’ Soccer Assistant Coach (1)  
h. Girls’ Soccer Assistant Coach (1)  

8% Tier  
a. Cheer per Sport  

7% Tier  
a. Dance
6% Tier
a. Assistant Golf Coach

4% Tier
a. Assistant Cheer per Sport

3% Tier
a. Intramural Basketball
b. Intramural Volleyball
+ Other Assistants added to activities not currently having an Assistant 6%

COACHING LONGEVITY: Any employee who has five (5) years experience as a sponsor or an assistant sponsor in any one position shall receive a one (1) percent increment increase. The increment shall commence with the fifth year. Any employee who has ten (10) years experience as a sponsor or an assistant sponsor in any one position shall receive an additional one percent (1) increment increase. The increment shall commence with the tenth year. Any employee who has fifteen (15) years experience as a sponsor or an assistant sponsor in any one position shall receive an additional one percent (1) increment increase. The increment shall commence with the fifteenth year. Any employee who has twenty-five (25) years experience as a sponsor or an assistant sponsor in any one position shall receive an additional one percent (1) increment increase. The increment shall commence with the twenty-fifth year. Experience credit shall be within the Mahomet-Seymour School District.

7. SUMMER SCHOOL

A. Teachers
1. Summer school teachers will be compensated at the rate of $30.00 per hour for student contact time.
2. Tutoring of students will be paid at same rate as paid for Homebound Instruction.

B. Teacher Aides- Bargaining unit members employed as teacher aides in either summer school program shall be compensated in the same manner as teachers in Section a), above, except that their hourly rate will be $20 per hour.

8. DRIVERS EDUCATION

Behind the wheel driving supervision conducted outside of regular school hours (including summer school when offered) will be compensated at the rate of $30 per hour.

Seniority for the purposes of scheduling behind the wheel driving supervision will be on the basis of years of behind the wheel driving supervision service in Mahomet-Seymour CUSD #3.

9. SUPERVISOR OF SATURDAY SUPERVISED STUDY

For the extra duty position of supervisory of Saturday Supervised Study
1. Saturday Supervised Study Supervisors will receive $18.00 per hour per supervision, or a minimum of $45 for each scheduled Saturday Supervised Study.
2. This is a voluntary position as are all extra duty positions and is to be treated like any other extra duty position.
3. In case of emergency, a designated administrative supervisor will be on call for the teacher who is serving as Supervisor of Saturday Supervised Study.

10. DIABETES CARE AIDE

The district shall employee one diabetes care aide per building

1. The Diabetes Care Aide shall be annually compensated $100 for training requirements.
2. Should the building have a student(s) that requires a Diabetes Management Plan the Diabetes Care Aide will be annually compensated in the amount of $900
3. Should the student arrive after the first day of school the $900 stipend shall be pro-rated.

11. VERTICAL TEAMS – An annual stipend of $700 will be extended to all bargaining unit members who serve on a vertical team.

12. DIVISION CHAIRPERSONS- Individuals appointed to the position of Division Chairperson will typically have tenure status with the Mahomet-Seymour Schools. However, a non-tenured individual may be appointed if they have one or more years of teaching experience with the Mahomet-Seymour Schools and five or more years of teaching experience outside of the Mahomet-Seymour School District.

Individuals appointed to the position of Division Chairperson will be compensated at ten percent (10%) of the Teacher Salary Schedule B.S. lane based upon number of years experience in the position in Unit #3.

13. TEAM LEADERS- Individuals appointed to the position of Team Leader will typically have tenure status with the Mahomet-Seymour Schools. However, a non-tenured individual may be appointed if they have one or more years of teaching experience with the Mahomet-Seymour Schools and five or more years of teaching experience outside of the Mahomet-Seymour School District.

Individuals appointed to the position of Team Leader will be compensated at eight percent (8%) of the Teacher Salary Schedule B.S. lane based upon number of years experience in the position in Unit #3.
APPENDIX D – SUPPORT STAFF EVALUATION

A. Support staff bargaining unit members shall be evaluated on the instruments contained herein based upon the specific instrument applicable to the position held by the employee. Such evaluations shall be conducted pursuant to the procedures established in Article XIX.

B. Criteria for evaluation of employee performance shall be on the basis of a rating of the employee relative to each specific job descriptor, as well as, an overall rating determined by a numerical composite score as indicated on each instrument.

C. Rating System:

1. Unsatisfactory - The employee is functioning in a manner far below minimal standards established for the specific descriptor or overall performance. A rating of unsatisfactory requires a detailed explanation of those aspects that are unsatisfactory, and would include specific recommendations for improvement to the employee that will lead to satisfactory performance. A score of .75 or less will result in this rating.

2. Needs Improvement - The employee is performing in a manner that meets only minimal standards, with evidence of declining performance over a period of time. A rating of Needs Improvement requires specific recommendations of what the employee must do to improve performance to a satisfactory level. A score of 1.24-.76 will result in this rating.

3. Satisfactory - The employee is functioning in a manner that consistently meets and/or exceeds the standards established as acceptable on the employee job description. A score of at least 1.25 or higher will result in this rating.
APPENDIX E – TEACHER’S AIDE COMPREHENSIVE EVALUATION

Satisfactory  2
Needs Improvement  1
Unsatisfactory  0

PERFORMANCE RESPONSIBILITIES

1. Provides individual and small group instruction under the supervision of the teacher.
2. Devises special strategies for reinforcing skills based on student needs.
3. Operates equipment used in the classroom for instructional purposes.
4. Distributes, collects, and grades instructional materials, as assigned by teacher.
5. Alerts teacher to any problems or special information about individual students.
6. Deals directly, fairly, and effectively with student behavior problems.
7. Serves as source of information and help to substitute teacher assigned during absence of regular teacher.

Total Score ________ = Avg. _________ x 2 Final Score________

PERSONAL STANDARDS AND CONDUCT

1. Deals professionally with administrators, supervisors, colleagues, students and community.
3. Assumes responsibility for supervising students’ behavior throughout the school.
4. Demonstrates punctuality for school days, classes, assignments and appointments.

Total Score ________ = Avg. _________ x 1 Final Score________

SPECIFIC RECOMMENDATIONS

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

FINAL RATING SCORE

PERFORMANCE RESPONSIBILITIES: _______
PERSONAL STANDARD/CONDUCT: _______
TOTAL SCORE /3 = RATING SCORE _______

RATING: _______

Support Staff’s Signature* __________________________ Date ______________
Evaluator’s Signature ________________________ Date __________________

*Note: A Support Staff’s signature does not necessarily mean that the employee is in agreement with the evaluation.
APPENDIX F - LIBRARY AIDE/CLERK COMPREHENSIVE EVALUATION

Satisfactory  2
Needs Improvement  1
Unsatisfactory  0

PERFORMANCE RESPONSIBILITIES

1. Supervises the circulation and maintenance of library materials.
2. Regularly notifies students of overdue materials and keeps proper records.
3. Deals directly, fairly, and effectively with student behavior problems, and supervises student helpers.
4. Assists faculty and students in locating materials they need.
5. Helps in maintaining an up-to-date card catalog.
6. Helps maintain audio-visual equipment; and assists faculty and students in using the equipment.
7. Assists teachers in the ordering of films and notifies them of confirmations, arrivals and returns.
8. Sees that the library and its contents are in good order.
9. Helps decorate bulletin boards.

Total Score ________ = Avg. _________ x 2 Final Score_______

PERSONAL STANDARDS AND CONDUCT

1. Deals professionally with administrators, supervisors, colleagues, students and community.
3. Assumes responsibility for supervising students’ behavior throughout the school.
4. Demonstrates punctuality for school days, classes, assignments and appointments.

Total Score ________ = Avg. _________ x 1 Final Score_______

SPECIFIC RECOMMENDATIONS

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

FINAL RATING SCORE

PERFORMANCE RESPONSIBILITIES: _______
PERSONAL STANDARD/CONDUCT: _______
TOTAL SCORE /3 = RATING SCORE _______

RATING: _______
Support Staff’s Signature* _______________________________ Date ______________________
Evaluator’s Signature ________________________________ Date ______________________

*Note: A Support Staff’s signature does not necessarily mean that the employee is in agreement with the evaluation.
APPENDIX G - STUDY HALL SUPERVISOR COMPREHENSIVE EVALUATION

Satisfactory  2
Needs Improvement  1
Unsatisfactory  0

PERFORMANCE RESPONSIBILITIES
1. Maintains student discipline.
2. Maintains an accurate seating chart for all study halls.
3. Maintains accurate records as required and provides timely reports to the immediate supervisor.
4. Maintains accurate attendance records and sign out sheets.
5. Provides assistance to students with their homework.
6. In cooperation with other staff members, administers make-up exams.
7. Supervises students placed in in-house suspension.
8. Monitors physical condition of the detention area and reports any damage to the immediate supervisor.

Total Score ________ = Avg. __________ x 2 Final Score______

PERSONAL STANDARDS AND CONDUCT
1. Deals professionally with administrators, supervisors, colleagues, students and community.
3. Assumes responsibility for supervising students’ behavior throughout the school.
4. Demonstrates punctuality for school days, classes, assignments and appointments.

Total Score ________ = Avg. __________ x 2 Final Score______

SPECIFIC RECOMMENDATIONS

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

FINAL RATING SCORE

PERFORMANCE RESPONSIBILITIES: ________

PERSONAL STANDARD/CONDUCT: ________

TOTAL SCORE /3 = RATING SCORE ________

RATING: ________

Support Staff’s Signature* ___________________________ Date __________________________

Evaluator’s Signature ______________________________ Date __________________________

*Note: A Support Staff’s signature does not necessarily mean that the employee is in agreement with the evaluation.