AGREEMENT BETWEEN

MILLSTADT COMMUNITY CONSOLIDATED SCHOOL DISTRICT #160 BOARD OF EDUCATION

MILLSTADT TEACHERS' ASSOCIATION IEA-NEA

2022-2025

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Article I

RECOGNITION

- 1.1. The Board of Education of District #160, St. Clair County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Millstadt Teachers' Association/IEA-NEA (hereinafter referred to as the "Association" or the "Union") as the sole and exclusive bargaining representative for all positions requiring certification under Article 21 of the Illinois School Code (hereinafter referred to as the "Employee" or "Bargaining Unit Member") exclusive of supervisors, as defined by the Illinois Educational Labor Relations Act.
- 12. The Board agrees not to negotiate with any other teachers' organization for the duration of this Agreement.
- 1.3. All employed teachers shall have the same rights and benefits as outlined in this Agreement.
- 1.4. Teachers employed less than full time shall have benefits, for which they are eligible, on a pro-rata basis.

Article II

FRAMEWORK FOR COLLECTIVE BARGAINING

- 2.1. The parties shall commence bargaining for a successor agreement on or before April 15 and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.
- 2.2. Within thirty (30) days after the Agreement is signed, a copy of the Agreement shall be presented to the Association, at no cost.
- 2.3. It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable within fourteen (14) calendar days, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

Article III

GRIEVANCE PROCEDURE

3.1. Definitions

- A. Any claim by the Association or an employee that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits shall consist of week days, when the District office is open for business.

3.2. Procedures

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

- A. The employee shall present the grievance, in writing, within ten (10) days of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved who will arrange for a meeting to take place within six (6) days after receipt of the grievance. The grievant, plus a local building representative, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievance of the aggrieved employee within six (6) days after the meeting.
- B. If the grievance is not resolved at Step A, then the Association and/or the grievant may refer the grievance to the Superintendent or his official designee within six (6) days after the receipt of the Step A answer, or within eight (8) days after the Step A meeting, whichever is later. Copies will be sent to the School Board members. The Superintendent shall arrange with the Association representative and the grievant for a meeting to take place within six (6) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within six (6) days of the meeting, the Association shall be provided with the Superintendent's written response for the decision.
- C. If the Association is not satisfied with the disposition of the grievance at Step B, within six (6) days of the Superintendent's response, or within eight (8) days after the Step B meeting, whichever is later, the Association may request a meeting of the School Board negotiation committee and the Association's grievance committee to attempt to resolve the grievance. If such a meeting is agreed to by the School Board, then this meeting shall take place within ten (10) days of the Association's request. If this meeting does not resolve the grievance or does not take place, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the request for the meeting with the Board, then the grievance shall be deemed withdrawn. Neither the Board nor the Association shall be permitted to assert grounds or evidence before the arbitrator which was not previously disclosed to the other party.

- 1. The fees and the expense of the arbitrator shall be shared equally by the parties.
- 2. The authority of the arbitrator shall be limited to rendering a decision based upon the terms of this Agreement, and shall not include the authority to change or modify any of the terms or conditions thereof.
- 3. The arbitrator is empowered to award reinstatement, financial reimbursement, damages, and/or other remedies.
- 4. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

3.3. Bypass to Superintendent

If the Association and the Superintendent agree, Step A of the Grievance procedure may be bypassed and the grievance brought directly to Step B.

3.4. Bypass to Arbitration

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

3.5. Class Grievance

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level, may initially be filed by the Association at Step B.

3.6. Association Participation

The Board acknowledges the right of a representative to participate in the processing of a formal grievance, and no employee shall be required to discuss any grievance or beyond any step if the Association's representative is not present.

3.7. Board/Administrative Cooperation

The Board, the Administration, and the Association shall cooperate in the investigation of any grievance. For the purpose of this clause, cooperate shall be defined as mutual effort to collect data and/or information of mutual concern to process said grievance. It does not, however, mean that teachers may be released from their assignments.

3.8. No Reprisals Clause

No reprisals shall be taken by the Board, the Administration, or the Association against an employee because of his participation in a grievance.

3.9. Grievance Withdrawal

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

ARTICLE IV

ASSOCIATION RIGHTS

4.1. Right to Organize

Employees shall have the right to organize, join, and assist the Association, to participate in professional negotiations with the Board through representatives of their own choice.

4.2. <u>Board Meeting Notices</u>

The President of the Association or the President's designee shall be given written notice, by email, of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least thirty-six (36) hours prior to the scheduled time of the meeting unless there is an emergency meeting which requires a shorter time notice.

4.3. Annual Budget and Financial Report

The Board agrees to furnish to the Association the annual budget and a financial report of the District.

4.4. Dues Deduction

The President of the Association or the President's designee shall, September 5 of each year provide, the business office a list of those members who desire to have the dues deducted from their salary and the amount of the dues to be deducted. The Association will also provide a signed dues deduction authorization form for each member, which shall remain in effect from year to year unless it is withdrawn in writing by the member. For teachers employed after September 5, the Association shall provide the business office with the authorization form, as soon as practicable.

- A. Dues shall be deducted as follows: twenty (20) equal deductions will be made each month beginning in September and ending in June.
- B. The check for dues deduction shall be made payable to the "Millstadt Teachers' Association" and remitted to the Treasurer of that organization no later than ten (10) days after such deductions are made.

4.5. Notice Postings

The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board. The Association shall have the right to use employee mailboxes for communication to bargaining unit members.

4.6. Board Minutes and Financial Reports

All Board minutes and District financial reports shall be sent by email to the President of the Association within seven (7) days after the approval.

4.7. <u>Union Meeting Facilities</u>

The Association shall have a designated classroom available before and after school hours for meetings and official business provided that the activity does not interfere with or disrupt any school activity. Association representatives may meet with Association members at times which do not disrupt any school activities. (Before or after school or during duty free lunch.)

4.8. Association Business Personal Days

The Association will be granted a maximum of six (6) personal days by the Board to be used by one or more persons for local, state, or national conferences or other business pertinent to Association affairs. These representatives shall be excused without loss of salary. The Board shall be reimbursed for the cost of substitute salary. No more than three (3) teachers will be granted a personal day on the same day for this reason.

ARTICLE V

EMPLOYEE RIGHTS

5.1. Employee Rights

Nothing contained herein shall be construed to deny any employee rights the employee may have under <u>The School Code of Illinois</u> or under other applicable law and regulations.

- A. The Board shall not discriminate against an employee for reason of race, creed, color, marital status, age, sex, or national origin.
- B. When any employee is required to appear before the Board concerning any matter, the employee may have a representative present to advise and/or represent the employee during such meeting or interview.
- C. Dismissal or suspension of tenured teachers shall be exercised for just cause in cases other than Reduction-In-Force.

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Article VI

REDUCTION-IN-FORCE/SENIORITY

6.1. Definitions

- A. Teacher is defined as an employee regularly required to be legally qualified under <u>The School Code of Illinois</u>. Teaching service shall be deemed to include service in both teaching and administrative positions.
- B. Legal Qualifications or Legally Qualified includes all statutory and regulatory prerequisites for teaching service in a specific position, including the certification requirements of Article 21 of <u>The School Code of Illinois</u> the academic requirements of the Illinois State Board of Education <u>Document</u> #1 (or its successor or supplementary regulations).
- C. Seniority shall be defined as follows:
 - 1. Total years of continuous tenured teaching service in the School District; provided, however, that less than full-time service shall be computed on a pro rata basis.
 - 2. If the years of continuous tenured service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service with the School District; provided, however, that less than full-time service shall be computed pro rata.
 - 3. If the years of total continuous teaching service with the School District are equal between two or more teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in (1) and (2) above.
 - 4. If the years of total teaching service with the School District are equal between two or more teachers, then seniority shall be determined by the greatest number of approved credit hours in education beyond a B.S. degree. If continued to be tied, the employee hired first at the Board Meeting, if this can be determined, will be the most senior.
 - 5. If two or more teachers remain equal after application of the factors(s) set forth in (4) above, then seniority shall be determined by lot.
- D. Vacancy or Vacant Position is deemed to include all full-time and part-time teaching positions requiring the employment of additional personnel, but does not include any substitute position or any short-term position becoming vacant because of leaves, whether paid or unpaid, of less than ninety (90) days' duration.

6.2. Reduction-in-Force and Recall Procedures

A. If any teacher, whether or not in contractual continued service, is removed or dismissed as a result of a decision of the Board to decrease the number of teachers employed by the Board, or

a decision of the Board to discontinue some particular type of teaching service, then written notice must be mailed to the teacher and also given to the teacher either by certified mail, return receipt requested, or personal delivery with receipt at least 45 days before the end of the school term, together with a statement of honorable dismissal and the reason therefor, and in all such cases the sequence of dismissal shall occur by groupings in accordance with Section 24-12 of the Illinois School Code.

- B. The Superintendent shall, in consultation with the Association, each year establish a sequence of honorable dismissal list categorized by positions and the groupings defined in Section 2412(b) of the Illinois School Code (105 ILCS 5/24-12(b)). Copies of the list showing each teacher by name and categorized by positions and the groupings defined in this 24-12(b) must be distributed to the Association at least 75 days before the end of the school term, provided that the district may, with notice to the Association, move teachers from grouping one into another grouping during the period of time from 75 days until 45 days before the end of the school term. Each year, the Superintendent shall also establish, in consultation with the Association, a list showing the length of continuing service of each teacher who is qualified to hold any such positions. Copies of the list must be distributed to the Association at least 75 days before the end of the school term. Each teacher, or the Association, shall have ten (10) calendar days from the date of distribution to the Association to review and submit written confirmation of the accuracy of the information contained on the sequence of honorable dismissal list or the seniority list.
- C. Teachers honorably dismissed by reduction in force shall be afforded recall rights in accordance with Section 24-12 of the Illinois School Code (105 LCS 5/24-12).
- D. Any teacher who rejects an offer of a full-time vacant position shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.
- E. If any contractual term of this Section 6.2 conflicts with the statutory provisions of Section 24-12 of the Illinois School Code (105 ILCS 5/24-12) as may be amended from time to time, Section 24-12 shall govern and control.

6.4. Posting Vacancies

- A. Any vacancy or newly created position requiring the employment of additional personnel shall be posted for at least five (5) days, and the Superintendent will post in all school buildings and electronically send to all certified staff a notice of all vacancies or newly created positions as they occur. Vacant and newly created positions shall be filled in accordance with Section 24-1.5 of the Illinois School Code (105 ILCS 5/24-1.5). All transfer applicants denied a position shall be notified in writing and, upon request, given reasons for the denial.
- B. Any extracurricular position held by a non-certified staff member must be posted each year to give certified staff an opportunity to apply. Tenured teachers shall be given consideration for such positions.

6.5. Reassignments

The administration holds the right to make any and all reassignments. The administration shall notify an MTA Officer at least ten (10) days before the assignments are finalized. Any interested legally qualified teachers may express interest during this period.

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ARTICLE VII

EVALUATION OF CLASSROOM TEACHING PERFORMANCE

7.1. <u>Teacher Evaluation Procedures</u>

- A. The primary purpose of the Teacher Evaluation Plan in District #160 is the improvement of the quality of instruction. Teacher evaluation methods, instruments, descriptors, and procedures used in District #160 shall be developed in accordance with the Rules and Regulations of the Illinois State Board of Education, Article 24-A of The School Code of Illinois, and this Collective Bargaining Agreement.
- B. A Teacher Evaluation Committee will meet at least annually to review the Teacher Evaluation Plan, including the evaluation procedures and instrument(s). The Committee will be composed of equal numbers of representatives selected by the Board and the Association. Changes may be made to the Teacher Evaluation Plan only through a majority vote of the committee.

ARTICLE VIII LEAVES

8.1. Leaves of Absence

The Board may grant non-paid leaves of absence to faculty members of more than one year. These faculty members may request leave through the Superintendent for his presentation and recommendation to the Board and the teacher shall have the option to present his/her request to the Board. The Board may grant leaves for a period of up to one year. Faculty members granted leaves of absence shall notify the Board of the intent to return to their full-time assignment for the following year by March I during the year of the leave. Faculty members granted leaves for reasons of health may be required by the Superintendent to present a physician's certificate as evidence of ability to return to work. Faculty members will retain seniority, but will advance on the salary schedule only if one-hundred forty (140) days are worked during the school year(s) of the leave period. The granting of such leave will be wholly and unilaterally at the sole and exclusive direction of the Board.

8.2. Sick Leave

A. Unused sick leave may accumulate to three hundred forty (340) days. Employees shall be granted sick leave based on the number of years of employment with the district as follows:

Years of Employment at District 160	Number of Sick Days Granted		
Years one through three (1-3)	Thirteen (13) Days		
Years four through six (4-6)	Fourteen (14) Days		
Years seven through nine (7-9)	Fifteen (15) Days		
Years ten through twelve (10-12)	Sixteen 16) Days		
Years thirteen through fifteen (13-15)	Seventeen (17) Days		
Year sixteen (16) or more	Eighteen (18) Days		

B. A teacher who accumulates ninety (90) days of sick leave at the end of any school year shall be credited with a one-time additional fifty (50) days of sick leave at the beginning of the next school year. A teacher who accumulates one hundred eighty days (180) days of sick leave at the end of any school year shall be credited with a one-time additional fifty-five (55) days of sick leave at the beginning of the next school year. A teacher who accumulates two hundred seventy (270) days of sick leave at the end of any school year shall be credited with a one-time additional sixty (60) days of sick leave at the beginning of the next school year. The maximum number of additional sick leave days a teacher may earn during employment with the Board is one hundred sixty-five (165). Notwithstanding the foregoing, a teacher shall not receive additional sick leave days under this section during that teacher's last four school years prior to retirement. If during the term of this Agreement, any law or TRS ruling is enacted/issued that results in the requirement of an employer contribution by the District for granting additional sick leave days that increase a teacher's service credit, then the parties shall meet to bargain the impact of such change within 30 days unless another date is set.

- C. Sick leave (as defined by board policy) may be used in full or half day increments for personal illness, quarantine, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption, or for bereavement. Three bereavement days may be used for the death of an immediate family member, in which sick days will not be used. Immediate family member is defined in Board Policy 5:330.
- D. The Board will not grant sick leave for elective or cosmetic surgery, which could be deferred to non-school time, as determined by a physician.
- E. At the discretion of the District Superintendent, a doctor's statement verifying the necessity for the use of three consecutive sick days may be required in order for the teacher to return to work.

8.3 <u>Sick Leave Donation Program</u>

The Association and the Board recognize a voluntary sick leave donation program to be administered by the Association. The rules and regulations of the Sick Leave Donation Program will be developed by the Association in consultation with the District Superintendent. Prior to implementation of the sick leave donation program the rules and regulations must be approved by the Board of Education.

The sick leave donation program's rules and regulations approved by the Board of Education will become Appendix D of this agreement.

8.4 Personal Leave

- A. Employees shall be permitted two (2) personal leave days per year, which may be taken in full or half day increments. Personal leave may not be taken on the first three (3) days of school calendar or the last three (3) days of the school calendar, except at the discretion of the Superintendent.
- B Employees will apply for personal leave on the appropriate form available in the Superintendent's Office.
- C. Employees may carry over two (2) unused personal leave day per year. Thus, they may start the school year with a total of no more than four (4) personal leave days.
- D. Unused personal leave will be added to accrued sick days.
- E. All employees will make every attempt to apply for the personal leave at least two (2) full school day in advance of the leave to allow appropriate time to secure a substitute and prepare lesson plans.
- F. Not more than four (4) certified staff members may be granted personal leave on the same day. They will be approved in the order received.
- G. All employees requesting personal leave will have the leave granted if the form is filed properly and other requirements listed above are met.

H. Employees may be granted one additional personal leave day each year in which the cost of a substitute shall be deducted from the employee's pay.

8.5 Maternity Leave

In addition to using sick leave a teacher may also request maternity leave-of-absence without pay under the following conditions:

- A. Written request for maternity leave-of-absence without pay shall be made to the Board of Education at least one (1) month prior to the time of leave.
- B. Date of departure and return shall be mutually acceptable to the administration and the employee prior to initiating the request for leave.
- C. Maternity leave-of-absence without pay shall be granted in semester increments. The total length of maternity leave shall not exceed two (2) semesters.

8.6 Family and Medical Leave

A. Leave Description

Eligible employees may use unpaid family and medical leave, guaranteed by the federal Family and Medical Leave Act, for up to a combined total of 12 weeks each year, beginning September 1 and ending August 31 of the next year.

Employees may substitute other available paid vacation, personal sick leave, approved leave, or death or illness in the family leave for family and medical leave necessitated by personal illness or by birth, adoption/foster care placement, or a family member's serious health condition. Any substitution will count against the employee's family and medical leave entitlement. Use of family and medical leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of family and medical leave shall not serve to extend such other unpaid leave.

Family and medical leave is available in one or more of the following instances:

- 1. The birth and first-year care of a son or daughter;
- 2. The adoption or foster placement of a child;
- 3. The serious health condition of an employee's spouse, parent or child; and
- 4. The employee's own serious health condition.

Employees may take an intermittent or reduced-hour family and medical leave when the reason for the leave is 3 or 4, above, with certain limitations provided by law.

If both spouses are employed by the district, they may together take only 12 weeks for family and medical leaves when the reason for the leave is 1 or 2, above, or to care for a sick parent. However, if the husband and wife both use a portion of the total 12-week FMLA for the same purpose (1 or 2

above), the husband and wife would each be entitled to the difference between the amount he or she has taken and 12 weeks FMLA leave for another purpose different from the one on which they combined.

B. Eligibility

To be eligible for family and medical leave, an employee must either:

- 1. Have been employed by the district for at least 12 months (the 12 months need not be consecutive) and have been employed for at least 1,250 hours of service during the 12-month period immediately before the beginning of the leave, or
- 2. Be a full-time classroom teacher.

C. Notice

If possible, employees must provide at least 30 days notice to the district of the date when a leave is to begin. If 30 days notice is not practicable, the notice must be given within 2 business days of when the need becomes known to the employee. Employees shall provide at least verbal notice sufficient to make the district aware that he or she needs a family and medical leave and the anticipated timing and duration of the leave. Failure to give the required notice may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

D Continuation of Health Benefits

During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums which had been paid by the employee before taking the leave must continue to be paid by the employee during the FMLA leave. The district will continue to pay its share, and it must provide advance written notice of the terms and conditions under which the employee's premium payments must be made.

A district's obligation to maintain health insurance coverage ceases if any employee's premium payment is more than 30 days late. Districts may recover:

- 1. The employee's share of any premium payments paid by the employer after the employee misses a payment, and
- 2. Its share of premiums during an unpaid FMLA leave if the employee fails to return to work after the employee leave entitlement is exhausted or expires.

E. Return to Work

An employee returning from a family and medical leave will be given an equivalent position as was previously held before the leave, subject to the district's reassignment policies and practices. If insurance coverage lapses because an employee has not made required premium payments, upon the employee's return from FMLA leave the employer must still restore the employee to coverage/benefits equivalent to those the employee would have had if leave had not been taken and

the premium payment(s) had not been missed. In such case, an employee may not be required to meet any qualification requirements imposed by the plan, including any new pre-existing condition waiting period, to wait for an open season, or to pass a medical examination to obtain

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ARTICLE IX

WORKING CONDITIONS

9.1 Work Year/ Days

The work year shall consist of one hundred eighty (180) teacher attendance days with no more than one hundred seventy-six (176) being pupil attendance days, and four (4) conference and/or institute days.

9.2 Work Day

The employee workday shall be no more than seven and one-half (7 1/2) hours, except for extra duty assignments (Appendix B). Exceptions to this general rule shall be for job related meetings called by the Administration.

9.3 Duty Free Lunch Period

During each workday each employee shall be entitled to a duty free lunch period equal in length to the student lunch period.

9.4 Faculty Meetings

The District shall hold monthly faculty meetings during the school year. Such meetings shall commence within thirty (30) minutes following the end of the school day and shall be no more than one (1) hour long. A tentative schedule of the faculty meetings shall be provided to the Association during the first full month of school.

9.5 Personnel Files

Personnel files shall be maintained and reviewed in accordance with the Illinois Personnel Record Review Act.

9.6 Summer School Assignments

Summer school assignments shall be based on seniority and certification necessary to teach the courses offered. The most senior locally qualified employees shall have the first opportunity to teach summer school courses.

9.7 <u>Direct Deposit</u>

All employees represented by the Millstadt Teachers Association collective bargaining agreement will provide a complete authorization agreement for direct deposit no later than the last working day of August.

9.8 Substitute Teaching

Teachers may substitute teach during non-assigned teaching times on a voluntary basis only and shall be paid as noted on the Extra Duty Salary Schedule (Appendix B). Earned pay shall be paid within thirty (30) days.

9.9 Planning Time

Teachers shall each have forty-five (45) minutes consecutive of planning time during the full student attendance day.

9.10 IEP Release Time

Teachers who participate in the formulation of Individual Education Programs (IEPs) for students shall be granted up to two (2) days per year of release time, depending on caseload, in consultation with the designated administrator in charge of special education, to work on those IEPs and substitutes shall be hired to perform the regular duties of those teachers.

9.11 Physical Education, Art and Music Class Size

In the event that Physical Education, Art or Music class exceeds fifty (50) students, the district shall provide a classroom aide for that class. This excludes the extra-curriculars of band and chorus.

ARTICLE X

MANAGEMENT RIGHTS

10.1. Management Rights

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

ARTICLE XI

SALARY AND RELATED ECONOMIC BENEFITS

11.1. Salary Schedule

- A. Teachers shall be paid twice a month over twelve months, September through August, on the 15th and 30th of each month. Should any payday fall on a day when the District office is not open, then the payday shall be on the last immediately preceding day the District is open. Teacher salaries shall be determined by placement on the Salary Schedule (Appendix A).
- B. In each year after a teacher completes thirty (30) years of service in the District, the teacher will receive a non-compounding longevity bonus of \$750.00 added to the teacher's Step 30 salary.

11.2. Educational Advancement on the Salary Schedule

A. Education beyond the Bachelor's Degree must be a part of an organized program of study leading to a more advanced degree in the teacher's area of teaching or other courses and training approved by the Administration.

All credits earned which would advance a teacher on the Salary Schedule shall be earned through an accredited institution of higher learning. The District shall establish a pool of \$12,000 each year to provide for tuition or fee reimbursement. \$3,000 of the pool shall be available for each fall and spring semester and \$6,000 shall be available for summer. sessions. If the total amount of reimbursement sought exceeds the pool amount available, the semester hour rate will be adjusted accordingly and reimbursement will be made on a pro-rata basis. Any amount remaining in the pool will be carried over for use in the next semester, except any funds remaining after the payment for summer courses will not be carried over to fall. Tuition reimbursement, per fiscal year, shall be for the actual cost of tuition or other fees for up to 9.0 semester hours at the rate of tuition at Southern Illinois University Edwardsville (SIUE). If tuition is paid for by a tuition reimbursement card or by an outside entity, other fees associated with that course will be paid up to the amount equal to SIUE rate of tuition. Request for reimbursement shall be processed for payment following presentation of official grade reports proving that credit for the course(s) has been granted, along with a copy of the university fee statement, receipt, or a cancelled check showing a breakdown of the amount paid. Teachers must be under contract and teaching in the system before this provision become applicable. A teacher must obtain a grade of "A" or "B" in the course to be eligible for reimbursement. Verification of the course completion must be turned in to the District office by February 1 for fall courses, by July I for spring courses and by September I for summer courses. Reimbursement will be paid to teachers on March 15 for fall courses, on August 15 for spring courses and October 15 for summer courses.

B. Prior approval is required and shall be interpreted to mean that the teacher has made

written application to the Superintendent listing and briefly describing the course and/or courses to be taken, and with approval having been given before the initial meeting of the courses involved. Credit for advancement will be granted upon receipt of appropriate transcripts. Transcripts must be received by September 30 of the school year.

11.3 Extra Duty Schedule

Duties and assignments listed on the Extra Duty Schedule are attached as Appendix B and made a part of this Agreement.

11.4 Group Major Medical Plan

- A. The Board shall provide for an employee Group Major Medical Plan, providing employee participation is of sufficient number to meet major medical insurance requirements. The Board of Education shall pay seventy-five percent (75%) of the cost of a Board approved Group Major Medical Insurance Policy for eligible teachers and their families not to exceed monthly \$416 for employee only, \$791 for employee/child, \$874 for employee/spouse, and \$1075 for family. Employees desiring such coverage shall make application in writing to the Board Treasurer stating whether they desire employee, employee and spouse, employee and children, or family insurance coverage.
- B. For employees participating in an HRA plan, any increase in health insurance plan deductibles during the term of this contract shall be shared equally (50/50) between the employee and District. For example, if the employee's contribution toward the deductible is \$1,500 and the District's contribution to the employee's deductible is \$4,500, and the insurance plan deductible is increased \$500, the employee's new contribution toward the deductible will be \$1,750 and the District's contribution will be \$4,750.
- C. If, in any fiscal year (July 1 to June 30), during the term of this contract, the District's total payment toward deductibles for employees participating in an HRA plan exceeds \$55,000, the employee's deductible for the following fiscal year shall increase \$250.
- D. A health insurance committee will be established beginning July 1, 2019 that will consist of two members of the union's choice to go to health insurance meetings with the administration. These two members will serve in an advisory capacity only with the administrator casting the district's vote.

11.5 Section 125 Plan

The board shall provide a Section 125 Plan for insurance premium costs, unreimbursed medical expenses and dependent care expenses.

11.6 Retirement Contribution by School District

The Board will pay nine percent (9%) retirement contribution for certified staff to the Teachers' Retirement System. In addition, the Board will pay one and twenty-four hundredths percent (1.24%) of the employee's salary the member T.H.I.S. contribution.

11.7 Retirement Benefit

The Board shall recognize the service of full-time teachers who have rendered at least fifteen (15) years of full-time creditable service to Millstadt Community Consolidated School District #160 at the time retirement notice is given and who are eligible to receive regular pension benefits through the Illinois Teachers' Retirement System.

- A. Requirements to Qualify. To be eligible for this benefit a teacher must meet all of the following requirements.
 - 1. Must have sufficient years of service and age to retire with TRS without causing any penalty or additional TRS costs to the District; and
 - 2. Must submit an irrevocable letter of resignation for retirement on or before September 1 of the year up to, and including, the school year of retirement. As many as the last four (4) years of an employee's career may be included in the pre-retirement period; and
 - 3. Must submit a TRS information sheet verifying his/her years of service and eligibility for this incentive.

B. Aspects of the Plan

The teacher will remain on the salary schedule and will be paid according to the negotiated contract. The District will calculate the 6% increase in the teacher's base pay at the beginning of each school year and include the retirement benefit in the teacher's regular payroll checks in equal amounts.

EXAMPLE:

2021-2022 Base Salary: \$70,000

Enters Retirement Program

Year 1: 2022-2023 Base Salary: \$74,200

(Includes 2% salary increase: \$1,400; 4% retirement benefit: \$2,800)

Year 2: 2023-2024 Base Salary: \$78,652

(Includes 2% salary increase: \$1,484; 4% retirement benefit: \$2,968)

Year 3: 2024-2025 Base Salary: \$83,371.12

(Includes 2% salary increase: \$1,573.04; 4% retirement benefit: \$3146.08)

Year 4: 2025-2025 Base Salary: \$88,373.39

(Includes 3% salary increase: \$2,501.13; 3% retirement benefit: \$2,501.13)

In the event the retirement benefit causes the teacher's TRS creditable earnings to exceed 6% in any

year while the teacher is in the retirement program, the retirement benefit in that year shall be reduced in an amount to ensure the teacher does not exceed a 6% increase in his/her TRS creditable earnings.

For example, in Year 3 above, if the teacher's TRS creditable earnings exceed his/her Year 2 TRS creditable earnings \$500 above 6%, the retirement benefit will be reduced \$500 from \$1,573.04 to \$1,273.04. The teacher's Year 3 base salary is reduced \$500 from \$83,371.12 to \$82,871.12. The new Year 3 base salary, \$82,871.12, is multiplied by 6% to determine the teacher's Year 4 base salary, \$87,843.38.

The Association and employees voluntarily agree the District shall have the right to reduce an employee's payroll check(s) in an amount necessary to reduce the retirement benefit to ensure the teacher does not exceed an annual TRS creditable earnings increase exceeding 6% over his/her previous year's TRS creditable earnings.

11.8 Teachers who have notified the district of his/her intent to retire prior to this agreement may elect to receive the new retirement benefit under Section 11.7, above, or may elect to receive the old Retirement Bonus – Sick Leave Days benefit, set forth in the prior labor contract. The teacher must notify the District of his/her election on or before September 1, 2022.

ARTICLE XII

EFFECT OF AGREEMENT

12.1. Savings Clause

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in full force and effect.

12.2. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

12.3. Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

12.4. No Strike

The Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in a strike.

12.5. Term of Agreement

This Agreement shall be effective August 15, 2022 and shall continue in effect until midnight August 14, 2025.

			-	
This Agreement is signed this	15th	_day of	June	, 2022.
	4			

IN WITNESS THEREOF:

FOR THE MILLSTADT TEACHERS' ASSOCIATION:

PRESIDENT X SECRETARY Co. President

FOR THE MILLSTADT COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 160 BOARD OF EDUCATION:

PRESIDENT X SECRETARY

Appendix A

MCCSD #160 Salary Schedule 2022-2023

	1		o oaiai y	Scrieduit			*****
EXP	BS	BS + 8	BS + 16	BS + 24	MS	MS + 12	MS + 24
1	\$39,400	\$39,400	\$39,653	\$40,846	\$42,092	\$43,287	\$44,486
2	\$39,400	\$39,400	\$40,532	\$41,746	\$43,109	\$44,363	\$45,484
3	\$39,863	\$40,981	\$42,206	\$43,427	\$44,775	\$46,038	\$47,157
4	\$41,537	\$42,655	\$43,881	\$45,110	\$46,459	\$47,711	\$48,830
5	\$43,213	\$44,328	\$45,600	\$46,785	\$48,132	\$49,384	\$50,503
. 6	\$45,531	\$46,645	\$47,874	\$49,100	\$50,373	\$51,599	\$52,819
7	\$47,206	\$48,320	\$49,547	\$50,774	\$52,046	\$53,274	\$54,492
8	\$48,880	\$49,994	\$51,229	\$52,449	\$53,721	\$54,955	\$56,173
9	\$50,554	\$51,668	\$52,938	\$54,122	\$55,394	\$56,639	\$57,848
10	\$52,232	\$53,344	\$54,579	\$55,794	\$57,074	\$58,292	\$59,521
11	\$54,012	\$55,138	\$56,287	\$57,574	\$58,845	\$60,071	\$61,307
12	\$55,683	\$56,814	\$58,031	\$59,256	\$60,530	\$61,745	\$62,981
13	\$57,358	\$58,488	\$59,707	\$60,933	\$62,192	\$63,418	\$64,697
14	\$59,034	\$60,163	\$61,382	\$62,606	\$63,875	\$65,102	\$66,328
15	\$60,710	\$61,837	\$63,054	\$64,279	\$65,548	\$66,775	\$68,001
16	\$62,078	\$63,216	\$64,444	\$65,681	\$66,937	\$68,162	\$69,415
17	\$63,056	\$64,208	\$65,450	\$66,698	\$67,966	\$69,216	\$70,700
18	\$64,036	\$65,199	\$66,450	\$67,714	\$68,995	\$70,257	\$71,753
19	\$66,023	\$67,150	\$68,459	\$69,736	\$71,029	\$72,301	\$73,772
20	\$67,028	\$68,155	\$69,463	\$70,739	\$72,033	\$73,305	\$74,815
21	\$68,233	\$69,360	\$70,668	\$71,944	\$73,263	\$74,534	\$76,005
22	\$69,238	\$70,364	\$71,672	\$72,948	\$74,266	\$75,538	\$77,009
23	\$70,242	\$71,368	\$72,676	\$73,952	\$75,270	\$76,542	\$78,012
24	\$71,247	\$72,373	\$73,680	\$74,956	\$76,274	\$77,546	\$79,016
25	\$72,252	\$73,377	\$74,684	\$75,960	\$77,360	\$78,549	\$80,159
26	\$73,331	\$74,456	\$75,764	\$77,039	\$78,357	\$79,628	\$81,098
27	\$74,336	\$75,461	\$76,768	\$78,043	\$79,361	\$80,632	\$82,292
28	\$75,341	\$76,465	\$77,772	\$79,047	\$80,365	\$81,636	\$83,305
29	\$76,345	\$77,469	\$78,776	\$80,051	\$81,369	\$82,640	\$84,109
30	\$77,350	\$78,473	\$79,780	\$81,055	\$82,373	\$83,643	\$85,113

The base salary above does not reflect the District paid 9% TRS.

Example: BS1 - base salary \$39,400, District paid TRS \$3,896.70, total salary \$43,296.70 The tack-on rate of .098901 is used to calculate TRS.

MCCSD #160 Salary Schedule 2023-2024

			<i></i>		2020-20		
EXP	BS	BS + 8	BS + 16	BS + 24	MS	MS + 12	MS + 24
1	\$41,400	\$41,400	\$41,653	\$42,846	\$44,092	\$45,287	\$46,486
2	\$41,400	\$41,400	\$42,532	\$43,746	\$45,109	\$46,363	\$47,484
3	\$41,863	\$42,981	\$44,206	\$45,427	\$46,775	\$48,038	\$49,157
4	\$43,537	\$44,655	\$45,881	\$47,110	\$48,459	\$49,711	\$50,830
5	\$45,213	\$46,328	\$47,600	\$48,785	\$50,132	\$51,384	\$52,503
6	\$47,531	\$48,645	\$49,874	\$51,100	\$52,373	\$53,599	\$54,819
7	\$49,206	\$50,320	\$51,547	\$52,774	\$54,046	\$55,274	\$56,492
8	\$50,880	\$51,994	\$53,229	\$54,449	\$55,721	\$56,955	\$58,173
9	\$52,554	\$53,668	\$54,938	\$56,122	\$57,394	\$58,639	\$59,848
10	\$54,232	\$55,344	\$56,579	\$57,794	\$59,074	\$60,292	\$61,521
11	\$56,012	\$57,138	\$58,287	\$59,574	\$60,845	\$62,071	\$63,307
12	\$57,683	\$58,814	\$60,031	\$61,256	\$62,530	\$63,745	\$64,981
13	\$59,358	\$60,488	\$61,707	\$62,933	\$64,192	\$65,418	\$66,697
14	\$61,034	\$62,163	\$63,382	\$64,606	\$65,875	\$67,102	\$68,328
15	\$62,710	\$63,837	\$65,054	\$66,279	\$67,548	\$68,775	\$70,001
16	\$64,078	\$65,216	\$66,444	\$67,681	\$68,937	\$70,162	\$71,415
17	\$65,056	\$66,208	\$67,450	\$68,698	\$69,966	\$71,216	\$72,700
18	\$66,036	\$67,199	\$68,450	\$69,714	\$70,995	\$72,257	\$73,753
19	\$68,023	\$69,150	\$70,459	\$71,736	\$73,029	\$74,301	\$75,772
20	\$69,028	\$70,155	\$71,463	\$72,739	\$74,033	\$75,305	\$76,815
21	\$70,233	\$71,360	\$72,668	\$73,944	\$75,263	\$76,534	\$78,005
22	\$71,238	\$72,364	\$73,672	\$74,948	\$76,266	\$77,538	\$79,009
23	\$72,242	\$73,368	\$74,676	\$75,952	\$77,270	\$78,542	\$80,012
24	\$73,247	\$74,373	\$75,680	\$76,956	\$78,274	\$79,546	\$81,016
25	\$74,252	\$75,377	\$76,684	\$77,960	\$79,360	\$80,549	\$82,159
26	\$75,331	\$76,456	\$77,764	\$79,039	\$80,357	\$81,628	\$83,098
27	\$76,336	\$77,461	\$78,768	\$80,043	\$81,361	\$82,632	\$84,292
28	\$77,341	\$78,465	\$79,772	\$81,047	\$82,365	\$83,636	\$85,305
29	\$78,345	\$79,469	\$80,776	\$82,051	\$83,369	\$84,640	\$86,109
30	\$79,350	\$80,473	\$81,780	\$83,055	\$84,373	\$85,643	\$87,113

The base salary above does not reflect the District paid 9% TRS.

Example: BS1 - base salary \$41,400, District paid TRS \$4,094.50, total salary \$45,494.50

The tack-on rate of .098901 is used to calculate TRS.

MCCSD #160 Salary Schedule 2024-2025

	171'	000D # 10	o Galai y	Ochicadic	2024-20		
EXP	BS	BS + 8	BS + 16	BS + 24	MS	MS + 12	MS + 24
1	\$42,400	\$42,400	\$42,653	\$43,846	\$45,092	\$46,287	\$47,486
2	\$42,400	\$42,400	\$43,532	\$44,746	\$46,109	\$47,363	\$48,484
3	\$43,981	\$43,981	\$45,206	\$46,427	\$47,775	\$49,038	\$50,157
4	\$44,537	\$45,655	\$46,881	\$48,110	\$49,459	\$50,711	\$51,830
5	\$46,213	\$47,328	\$48,600	\$49,785	\$51,132	\$52,384	\$53,503
6	\$48,531	\$49,645	\$50,874	\$52,100	\$53,373	\$54,599	\$55,819
7	\$50,206	\$51,320	\$52,547	\$53,774	\$55,046	\$56,274	\$57,492
8	\$51,880	\$52,994	\$54,229	\$55,449	\$56,721	\$57,955	\$59,173
9	\$53,554	\$54,668	\$55,938	\$57,122	\$58,394	\$59,639	\$60,848
10	\$55,232	\$56,344	\$57,579	\$58,794	\$60,074	\$61,292	\$62,521
11	\$57,012	\$58,138	\$59,287	\$60,574	\$61,845	\$63,071	\$64,307
12	\$58,683	\$59,814	\$61,031	\$62,256	\$63,530	\$64,745	\$65,981
13	\$60,358	\$61,488	\$62,707	\$63,933	\$65,192	\$66,418	\$67,697
14	\$62,034	\$63,163	\$64,382	\$65,606	\$66,875	\$68,102	\$69,328
15	\$63,710	\$64,837	\$66,054	\$67,279	\$68,548	\$69,775	\$71,001
16	\$65,078	\$66,216	\$67,444	\$68,681	\$69,937	\$71,162	\$72,415
17	\$66,056	\$67,208	\$68,450	\$69,698	\$70,966	\$72,216	\$73,700
18	\$67,036	\$68,199	\$69,450	\$70,714	\$71,995	\$73,257	\$74,753
19	\$69,023	\$70,150	\$71,459	\$72,736	\$74,029	\$75,301	\$76,772
20	\$70,028	\$71,155	\$72 <i>,</i> 463	\$73,739	\$75,033	\$76,305	\$77,815
21	\$71,233	\$72,360	\$73,668	\$74,944	\$76,263	\$77,534	\$79,005
22	\$72,238	\$73,364	\$74,672	\$75,948	\$77,266	\$78,538	\$80,009
23	\$73,242	\$74,368	\$75,676	\$76,952	\$78,270	\$79,542	\$81,012
24	\$74,247	\$75,373	\$76,680	\$77,956	\$79,274	\$80,546	\$82,016
25	\$75,252	\$76,377	\$77,684	\$78,960	\$80,360	\$81,549	\$83,159
26	\$76,331	\$77,456	\$78,764	\$80,039	\$81,357	\$82,628	\$84,098
27	\$77,336	\$78,461	\$79,768	\$81,043	\$82,361	\$83,632	\$85,292
28	\$78,341	\$79,465	\$80,772	\$82,047	\$83,365	\$84,636	\$86,305
29	\$79,345	\$80,469	\$81,776	\$83,051	\$84,369	\$85,640	\$87,109
30	\$80,350	\$81,473	\$82,780	\$84,055	\$85,373	\$86,643	\$88,113

The base salary above does not reflect the District paid 9% TRS.

Example: BS1 - base salary \$42,400, District paid TRS \$4,193.40, total salary \$46,593.40 The tack-on rate of .098901 is used to calculate TRS.

Appendix B	Extra Duty	Schedule 2022-2025
Athletic Direct	or	\$6,416
8th Grade Basketbal	l Coach	\$5,641
7th Grade Basketbal	l Coach	\$4,385
6th Grade Basketbal	l Coach	\$2,165
Baseball/Softball (Coach	\$3,486
Asst./"B" Baseball/S Coach	Softball	\$1,962
Soccer Coach	l	\$3,486
Beta Club		\$2,750
Cheerleading		\$3,087
8th Grade Play	y	\$1,252
8th Grade Play - 2 D	irectors	\$1,790
Artistic Directo	or	\$414
Set Director		\$414
Fine Arts Fair	•	\$414
Intramurals		\$520
Math Team		\$672
Science Fair		\$430
Science Olympi	ad	\$2,283
Student Counc	il	\$4,528
Summer Band**	***	\$3,003
Choral Music		\$3,003
Track Coach (Boys'/	'Girls')	\$2,831
Cross Country	,	\$1,962
Head Wrestling	S	\$3,486
Assistant Wrestli	ing	\$1,962
8th Grade Volley	ball	\$3,486
7th Grade Volley	ball	\$2,703
6th Grade Volley	ball	\$1,577
Flag Corps		\$1,623
Chess Team		\$1,623
Scholar Bowl		\$1,623
Yearbook		\$2,951
Spelling Bee		\$150
Geography Bee	e	\$150
Homebound Teacl	ning	\$44.33
Substitute Teachi	ing	\$24.31

Extra Duty Stipends shall increase according to the following schedule: 5-9 years in same sport or activity, +5% of base stipend

¹⁰⁺ years in same sport or activity, +10% of base stipend

*****Summer Band stipend is a maximum dollar amount. Summer band will be paid \$25 per hour of student contact with one of hour prep for every four hours worked.

Appendix C

Sick Leave Donation Program

Sick Leave Donation Program

A sick leave donation program will be established for certified employees to be used in the event of a catastrophic illness (defined as a life-threatening illness), surgery, a temporary disability requiring extended hospitalization or home confinement, death of immediate family member, or for the same reasons involving immediate relatives of the employee when the employee is the sole care giver for the relative. Normal pregnancy, child care, or elective surgery are not considered to be valid reasons for use of the sick leave donation program.

Committee: A four (4) member Sick Leave Donation Committee shall be established. Two (2) members shall be appointed by MTA and two (2) by the administration. All Committee members must be sick leave donation members. The decision made by the Committee shall be the final decision. Each decision requires a minimum of three (3) votes to approve or disapprove. The Committee shall have the responsibility of reviewing, as often as needed, requests for withdrawals from the program, verifying validity of requests, recommending approval or denial of the requests, and communicating its recommendations to the individual member and the business office. This Committee will be given the authority to develop rules or procedures subject to approval by MTA Executive Committee and the Board of Education and to distribute same to the membership.

Hold Harmless: The District shall protect and hold harmless all members of the Sick Leave Donation Committee for any action taken as a member of this Committee.

Participation: All certified employees of Millstadt School District #160 who are MTA members or administrators are eligible to participate in the sick leave donation program. Withdrawal from the program will be limited to those who have exhausted all accumulated sick leave and personal leave days and meet the criteria outlined by the Sick Leave Donation Committee. In the event of a member's incapacitation, a family member may apply to the sick leave bank for a grant.

Authorization: Authorization of contributions shall be made on an appropriate form provided by the school district and signed by the member. Authorizations forms must be submitted to the Administrative Office no later than thirty (30) days after the member becomes eligible to receive sick leave days for the year in question, that is to say, personnel employed on a twelve (12) month contract on or before July 31, and other personnel employed on a shorter contract between August 15 and September 1 or thirty (30) days after the first day of actively undertaking their duties. Employees returning from extended leave may contribute within thirty (30) days of resuming their duties.

Resignation: Resignation from the Sick Leave Donation Program must be submitted in writing to the Sick Leave Committee between August 15 and September 1. Any member resigning will forfeit days donated to the Sick Leave Donation Program and will become ineligible for any future benefits of participation in the Sick Leave Donation Program.

Contributions, Withdrawals, Restrictions: Members shall be required to contribute two (2) sick leave days during their first three years of participation. In addition to these days, a member shall transfer the necessary maintenance days. Retiring teachers may contribute up to twenty (20) days of unused accumulated sick leave into the program_upon retirement.

All bank withdrawals must be approved by the Sick Leave Donation Program_Committee. Approved withdrawals will not be automatically extended from one school year to the next and will end on the last day of the school year unless renewed by the Committee. If a member commences to draw benefits under TRS for disability, the member shall cease to draw benefits from the bank.

The Sick Leave Donation Program_Committee can authorize up to the following maximum days to be withdrawn from the program: those who have been a member of the bank for less than one (1) year a maximum of sixty (60) days; membership for one (1) or two (2) years a maximum of one hundred-twenty (120) days, and membership more than two (2) years a maximum of one hundred-eighty (180) days.

An initial five (5) year period will begin the day the member uses the first day from the bank and will end on the five (5) year anniversary date of said first withdrawal. During this five (5) year period the member may only use one hundred-eighty (180) total days. After the expiration of the initial five (5) year period members are again eligible to draw to a maximum of one hundred-eighty (180) days for a second five (5) year period. Thereafter, the member would be eligible for

Another five (5) year period until the employee is no longer a member of the program or employed by the school district.

Ex: If a member first draws from the program on July 1, 2000, the member, thereafter, can only withdraw a maximum of 180 days through and including July 1, 2005. Thereafter, the member is again eligible for a new five (5) year period which would run from the date of that first withdrawal. If the next withdrawal is October 1, 2005 the member would be eligible for another five (5) year period which ends on October 1, 2010.

Days remaining in the program_at the end of the school year will determine the number of sick leave days that will be contributed to the program from the member's accumulated sick leave at the beginning of the following school year.

Maintenance contributions will be made as follows:

220 + days 0 days will be contributed

100-219 days 1 day will be contributed

0-99 days 2 days will be contributed

Exhaustion of the Program: Should the program be dissolved for any reason with days remaining in the program, the days shall be returned to all the currently participating members on a prorated basis. The days returned shall be rounded off to the closest one-half day.