PROFESSIONAL NEGOTIATIONS AGREEMENT

2022-2023

2023-2024

2024-2025

CHARLESTON EDUCATION ASSOCIATION, IEA/NEA

AND THE

BOARD OF EDUCATION, CHARLESTON COMMUNITY UNIT SCHOOL DISTRICT NO. 1



LEARNING AND LEADING EVERY DAY

COMMITMENT STATEMENT

The Charleston Board of Education and the Charleston Education Association are committed to working together using the Interest-Based Bargaining (IBB) model. By applying the principles of this model, we will continue to work cooperatively to negotiate our successor contract so that it is acceptable to all stakeholders. The IBB process will allow us to continue to build trust, improve working relationships and support each other in the implementation of the contract while taking into consideration the best interests of the CUSD #1 family.

Sur Clary Mach De Mayor Source Angela H. Warman Joseph W. Janf Stirten I

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PREAMBLE

The Board of Education of Community Unit School District Number One, Coles and Cumberland Counties, Illinois, hereinafter referred to as the "Board" and the Charleston Education Association-IEA-NEA, hereinafter referred to as the "Association," recognize that the attainment of the educational objectives is a joint responsibility of the public, the Board, the administrative and supervisory staff, and the professional teaching staff.

Article I: Recognition

Section A - The Board recognizes the Association as the sole and exclusive bargaining representative for all employed licensed teaching personnel in the District under the Board contract excluding the Superintendent, Assistant Superintendent, Administrative Assistants, Principals, Assistant Principals, and other administrative personnel. Administrative personnel shall not include guidance counselors, media specialists, department heads, special education teachers, and school nurses.

Section B - Definition of Teacher

- 1. The term "Teacher" as hereinafter used in this Agreement shall refer to all full and part-time teachers represented by the Association as defined in Section A.
- 2. Any teacher who is employed on other than a day-to-day basis (i.e. substitute, private contractors employed for a limited duration, etc.) shall be considered part of the bargaining unit. Any individual replacing a teacher who resigns and/or who fills a newly created position shall be considered part of the bargaining unit.
- **3.** Further, any individual replacing a teacher on leave of absence shall be considered part of the bargaining unit.
- **4.** Full-time teachers shall receive compensation of 100 percent of the appropriate placement on Appendix A of this Agreement. Part-time teachers shall receive a comparable proportion of Appendix A.

Section C - The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement. Further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on items herein except as provided in the grievance procedure, which is part of this Agreement. However, the Board reserves the right to set length of contract for teachers having special assignments.

Article II: Definition of Rights and Responsibilities

- **Section A -** The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- **Section B -** The Board and the Association shall meet and negotiate in good faith with respect to salaries, related economic conditions of employment (fringe benefits), grievance procedures, and negotiation procedures. Other items will be considered for inclusion in the negotiations proposal at the time of the initial presentation of the package.
- **Section C -** "Good Faith" is defined as the mutual responsibility of the Board and the Association and their respective representatives to deal with each other openly and fairly and to endeavor sincerely to reach agreement on items being negotiated.
- **Section D -** The Board and the Association shall confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, and to reach tentative written agreement which shall be presented to the Association for ratification and to the Board for adoption.
- **Section E -** The Association shall have the right to post notices of its business affairs in designated places in each school building.
- **Section F -** The Association shall have the right to use the District school mail service, teacher mailboxes, and electronic media for communication to teachers.
- **Section G -** The Association shall have the right to use school buildings for meetings concerned with Association business, providing approval is obtained in advance. There will be "no charge" for use of the building providing a custodian is on duty during the meeting as part of his/her daily working hours. Charges will be made at all other times according to the Building Rental Policy as it relates to school and related groups.
- **Section H -** The Association shall have the right to transact official Association business on school property at all reasonable times, other than during school hours, provided that this shall not interfere with or interrupt school operations. And further provided, the Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of the students.
- **Section I -** The Board will make available current financial data and other "public" information upon reasonable request from the Association. The Association will furnish copies of pertinent information as reasonably requested by the Board or its representatives.

Section J - The Association and Board agree that they will not discriminate against any teacher because of membership or non-membership in the Association. Furthermore, the parties agree to abide by the Constitutions of the State of Illinois and the United States.

Article III: Effect of the Agreement

Section A - The parties mutually agree that the terms and conditions set forth in this Agreement may be added to, deleted from, or modified only through the mutual written consent of the parties in an amendment hereto. Such amendment would be negotiated pursuant to the terms of Article IV or as provided in Section B and C of this Article.

Section B - The parties mutually agree to delete any portion of this Agreement that conflicts with any statute enacted by the Illinois legislature.

Section C - Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, 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.

Article IV: Negotiations Procedures

Section A - Ground rules shall be developed and items for negotiations for a given year shall be presented in writing at an initial meeting which will take place no later than 105 days before the beginning of the next school year. Meetings will be held at times and places agreed to by both parties.

Section B - During negotiations, tentatively agreed upon items shall be prepared as a record for the Board and the Association and initialed prior to the adjournment of the meeting at which tentative agreement was reached.

Section C - When tentative agreement on all negotiated items has been reached, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for adoption.

Section D – Impasse. Impasse and mediation procedures shall be in accordance with Illinois Statute 115 ILCS 5/12.

Article V: Grievance Procedure

Section A - Definition. Any claim by the Association or a teacher, as defined in Article I, of an alleged violation, misinterpretation, or misapplication of this Agreement, presented in writing following the procedure prescribed in Section C, Step 2 of this Article, is a grievance.

Section B - Purpose. The purpose of this procedure is to achieve equitable solutions to grievances with minimum involvement by Board members, administrative and supervisory employees, and Association officials.

Section C - Procedure. The Board and the Association agree that grievances should be settled equitably and promptly. Any grievance or claim shall be processed on the Grievance Report Form, which is provided as Appendix "C". All persons receiving written grievance items shall acknowledge time of receipt.

Summary of Timelines

	Association Filing Timeline	Meeting must be held	Administration Response
Step 1: Grievance Prevention	Within 45 days of occurrence of event giving rise to the grievance	Within 45 days of occurrence of event giving rise to the grievance	During the meeting
Step 2: File Grievance/ Building Meeting	Within 45 days of occurrence of event giving rise to the grievance	Within 10 days of receipt of filing	Within 10 days of the building meeting
Step 3: Central Office Meeting	Within 10 days of the administrator's response	Within 10 days of filing with superintendent	Within 10 days of the meeting with superintendent
Step 4: Board Meeting	Within 10 days of the superintendent's response	"no later than the next scheduled board meeting if the grievance is filed at least 10 days before the meeting"	Within 10 days of the meeting with the board of education
Step 5 Arbitration	Within 14 days of the Board's response	None	None

^{*}It is understood by both sides that "day" refers to school day when school is in session, or business days for the central office when school is not in session.

Step 1. (The Grievance Prevention Step). Any claim that may develop into a grievance shall be presented orally first. If a teacher makes the claim, the presentation shall be made to the teacher's immediate supervisor in the presence of the Association Building Representative (or other designated representative if the teacher's primary duties are not confined to one building). Those present at an oral presentation shall try to achieve a satisfactory settlement so the person making the claim will not initiate a grievance.

Step 2. If the grievance cannot be resolved informally, the aggrieved teacher or the Association shall file the grievance in writing with the principal and meet at a mutually agreeable time to discuss the matter with the principal. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the second step must be within forty-five (45) days_from the date of the occurrence of the event-giving rise to the grievance. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher, the Association, and the Superintendent within ten (10) school days.

Step 3. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher or the Association shall file, within ten (10) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, Association, principal, and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall make a decision on the grievance and communicate it in writing to the aggrieved teacher and Association within ten (10) school days.

Step 4. If a satisfactory settlement is not reached in Step 3, the aggrieved teacher or the Association shall file, within ten (10) school days of the Superintendent's written decision at the third step, a copy of the grievance with the Board of Education. Within a reasonable time after such grievance is filed, but no later than the next regularly scheduled Board meeting if the grievance is filed at least ten (10) days before said meeting, the aggrieved, Association, Superintendent or his/her designee and Board of Education shall meet to resolve the grievance. The Board shall make a decision on the grievance and communicate it in writing within ten (10) school days to the aggrieved teacher, Association, and Superintendent.

Step 5. If a satisfactory settlement is not reached in Step 4, the matter will be submitted to final and 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 fourteen (14) school days of the date of the Board's written response, then the grievance shall be deemed withdrawn.

- a. The arbitrator shall have no power to alter the terms of this Agreement.
- b. The arbitrator is empowered to include in any award such financial reimbursements or other remedies he/she judges to be proper, if provided for by the terms of this Agreement plus interest, if any.
- c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
- d. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.
- e. By mutual agreement, expedited or streamlined arbitration may be used in place of (traditional) arbitration under the Voluntary Labor Arbitration Rules of the AAA.

Section D - The grievance may be withdrawn at any level without establishing precedent.

Article VI: Citizenship

The teacher shall be guaranteed the political rights that are accorded a citizen of the State of Illinois and the United States of America. The teacher shall not use institutional privileges, time, facilities, equipment, or students to promote candidates for any elective office or to further partisan political activities.

Article VII: Teacher Protection

Section A - Any case of assault or battery upon a teacher who is within the scope of his/her employment shall be reported to the Board of Education or its designee.

Section B - The Board shall provide protection from suit as outlined in the current School Code.

Section C - The Board shall provide liability insurance as outlined in the current School Code.

Section D - The Board shall provide "Worker's Compensation" as outlined in 820 ILCS 305.

Section E - Whenever a complaint by a parent regarding a student is directed toward a teacher, the teacher shall be notified of the complaint. When an oral or written complaint is presented to and received by an administrator, that administrator shall listen and encourage the person with the complaint to schedule a conference with the teacher. Nothing shall prevent the administration from discussing the issue with the parents.

- 1. The administrator should then notify the teacher as soon as possible about the parent contact and no additional action shall be initiated by the administration until a scheduled parent-teacher conference has taken place.
- 2. If neither the teacher nor the parent arranges a conference within a reasonable length of time, the principal may arrange a conference between the parent and the teacher. The teacher or parent may request the presence of a member of the administrative staff.
- 3. If the parent prefers not to schedule a meeting with the teacher as specified in Step 2, and wishes to continue this process, the parent may put in writing his/her concerns. The principal will then discuss and present the concerns to the teacher, or if all parties agree, they move to Step 4.
- **4.** If the parent or the teacher is not satisfied with the results of the process to this point, the following sequence of conferences may be employed as needed:
 - **a.** Parent-teacher-building principal if not already utilized.
 - **b.** Parent-teacher-principal-superintendent or his/her designee.
 - **c.** Parent-teacher-principal-superintendent-board.

The teacher involved, at his/her request, shall have another Association representative at any of the above conferences.

*In this Agreement, parent shall be used as a synonymous term for persons legally responsible for the student.

Section F - Any complaint against a teacher deemed by the building principal to justify action of a disciplinary nature shall be brought to the attention of the teacher involved. The building principal will schedule a conference to assist such teacher in an attempt to resolve the issue(s) involved in such complaint. If this conference does not resolve the issue satisfactorily, the teacher shall be entitled to an administrative hearing before any other action is taken. This hearing will not take the place of a hearing before a hearing officer as provided by law.

Article VIII: Professional Qualifications and Assignments

Section A - New teachers employed by the Board for a regular teaching assignment shall have at least a baccalaureate degree from an accredited college or university and a valid Professional Educator License or Educator License with Stipulations. A person teaching with an Educator License with Stipulations valid as a Career and Technical Educator will be exempt from the requirements in this section.

Section B - The teacher shall not be required to teach outside the limits of his/her endorsements except in emergencies.

Section C - If possible, tentative information regarding teaching assignments for newly employed teachers and changes in assignments for returning teachers for the forthcoming year will be made prior to the end of the school year. Any changes made after the end of the school year will be made known to the teacher as soon as possible. He/she then shall be given first consideration for alternative positions or be allowed to resign if such changes are not acceptable to him/her.

Section D - Professional Qualifications and Assignments. Positions in summer school program shall be filled by regularly appointed teachers in the School District upon the recommendations of the administration and approval of the Board. Teachers shall apply for summer positions within five (5) days after announcement of the summer school program. Where the applicants are qualified, positions will be filled on a rotating basis. Summer school classes may be canceled at any time by Board decision.

Summer School Rotation

Scenario	Action
More applicants than positions available	Teacher with the most summer school experience is dropped
2. Two or more teachers have the same amount of summer school experience	Teacher with the most district experience is entitled to the summer school position
3. Tie at the zero level of qualified applicants	Teacher with the most district experience is entitled to the summer position
4. Tie at the experience level of qualified applicants.	Tie goes to the first hired in school district

- Once dropped from teaching summer school, the teacher's summer school experience reverts to zero and is considered the same as a new person applying.
- The right of assignment to summer school positions belongs to district

administration. If an applicant refuses the position offered, they may have no right to claim another position. When a position is refused, the administration may offer the assignment to the next eligible applicant.

Section E - Assignments in addition to the normal teaching schedule during the regular school term include, but are not limited to, adult education courses, extra duties enumerated in Appendix B, and the summer school courses.

- assignment, a written request shall be presented to the principal by April 1. The teacher shall be allowed to resign twenty-four (24) hours after a suitable replacement has been found or at the end of the next academic year, following the request, whichever comes first. Where applicants have equal qualifications, the position will be filled by the recommendation of the administration with the consideration given to teacher's evaluations, major and minor fields of study, and length of service in the school district.
- 2. If two (2) extra-duty positions are combined by mutual agreement then the combined position will be paid at one hundred fifty (150%) percent of the higher paid position. Release from such a position shall be granted at the end of the season and not restricted as per above paragraph.
- 3. Notification of at least seven (7) calendar days shall be given prior to the assignment of the miscellaneous duties and extra duties not otherwise listed in Appendix B.
- **4.** School dance chaperones will be on a volunteer basis unless there are not sufficient volunteers. If the latter is the case, staff will be assigned on a rotating basis.

Section F - Reduction in Force

Reduction in force among Teachers shall be consistent with 105 ILCS 5/24-12 and administered as described herein:

1. **Continuous Service:** Continuous service shall be measured as years of continuous unbroken service as an Employee in the District provided, however, that less than full time service shall be computed on a pro-rata basis. Approved unpaid leave of absence shall be computed as follows: those teaching less than (1) semester of continuous days shall receive no credit. Those teaching at least

one (1) semester of continuous days and less than one full year shall receive .5 years of credit. Credit for leaves of absence required by State or Federal law shall be in accordance with District records unless the teacher can substantiate otherwise. Ties in continuous service within Groupings Three and Four shall be broken by the date of employment by action of the Board of Education. If two or more Teachers were hired at the same school board meeting, and it is necessary to determine length of continuous service among them, then continuous service between those teachers will be determined by lot where the Association and affected teachers will have the right to be present.

Prior to November 1 of each school year, the administration shall post in each attendance center and make available to the Association a listing of the computed continuous service of all Employees in the school district. The posting shall include a copy of this section of the Agreement and shall include with each Employee's name, their most recent date of hire and their computed continuous service. Each Employee shall have until November 15 or the first school day thereafter to file written objections to the continuous service computation which shall specify the alleged error in the continuous service computation, and the Employee cannot thereafter challenge the computation for that school year. The administration will post a final list no later than January 15 of each school year.

- 2. **Distribution of Order of Honorable Dismissals List:** The proposed Order of Honorable Dismissals List will be provided to the Association President no later than seventy-five (75) calendar days prior to the last student attendance day, along with a notification to each Teacher of the placement(s) for which they are qualified. The final list will be provided to the President no later than forty-five (45) days before the last student attendance day with a notice to any individual whose placement on the list has changed from the placement on the proposed list. If at any time in this process the District notifies the Association that no reductions-inforce will be initiated for the next school year, the notifications described herein may be suspended.
- 3. **Meeting with Affected Teachers:** The administration will meet with the teacher or teachers who have been given notice of reduction to be informed of their rights as regards bumping and recall. A representative of the Association will be allowed to attend such meetings.

- 4. **Recall rights:** Recall rights shall be in effect from the date of termination through one (1) calendar years from the beginning of the school term next following the dismissal, unless otherwise required by 105 ILCS 5/24-12.
- 5. **Recall notice and response**: The Board is responsible for sending notice to the next eligible person on the recall list. A teacher's failure to respond affirmatively within (15) fifteen day after receipt of the notice of vacancy, sent by certified mail to the teacher's last address on file with the Board, shall result in the termination of the teacher's rights to recall hereunder.
- 6. **Job qualifications:** The Board will provide copies to the Association of all job descriptions which list qualifications that were in effect on May 10, 2013, and will provide the Association with any proposed changes in said qualifications no later than April 10th of each year in which they are to be proposed.
- 7. **Joint Committee on Honorable Dismissals (RIF Committee):** The RIF Committee will include an equal number of representatives of the employer and the Association. The parties will notify each other of their representation no later than October 1 following the ratification of the contract, and those appointed to the committee shall remain on the committee until and unless the party notifies the other of a change in their appointments. The Committee shall make decisions by a majority vote of the appointed representatives.

Article IX: Association Rights

- **Section A -** The Superintendent shall place on the agenda under "New Business" appropriate items submitted in writing by the Association to the Superintendent no later than the Thursday prior to the regular Board meeting, but in case of emergency, forty-eight (48) hours prior to the regular meeting.
- **Section B -** The President of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board, together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of meeting.
- **Section C -** One copy of all Board minutes shall be mailed or placed in the mailbox of the President of the Association as soon as they have been prepared for general distribution. The Board minutes will be posted on the district website within five business days and left for one calendar year. The Board shall provide a copy of the Board Policy Manual to the Association President and shall provide a copy to each building to be readily available to teachers at all times.
- Section D The Association shall be given the opportunity to consult with the

Superintendent or his/her designee during development of policies, which are significant to teachers, and to make recommendations with respect to these matters prior to adoption. Copies of proposed policies being given first reading shall be provided to the Association at the date of the first reading. The Association may present its views before the second reading.

Section E - Association meetings may be placed in the school bulletin. Announcements of emergency cancellation of Association meetings may be read over the intercom system in each school building at the time regularly scheduled, if at all possible.

Section F - After ratification by both parties and upon concurrence of and final approval of the pre-printed contract in total by the chief negotiators of each team, the pre-printed contract shall prevail. The Association shall provide within sixty (60) days of ratification by the Association and adoption by the Board, the number of copies requested by the Association and the Board. The printed copies shall be identical to that signed by the chief negotiators. The cost of printing the Agreement shall be prorated between the Board and the Association based upon the number of copies requested by each as compared with the total number of copies printed.

The Association shall provide a copy of the Agreement to each teacher within the District. Each new teacher shall be furnished a copy of the Agreement after signing a contract.

Section G - A committee appointed by the Association shall be given the opportunity to consult with the Superintendent or his/her designee on the preparation of a school calendar to make recommendations with respect to it prior to adoption.

Section H - The Board shall deduct from the pay of each teacher all current membership dues of the Association, including the Illinois Education Association and the National Education Association, provided that prior to October 1 of each year there is in the possession of the Board a continuing membership written authorization form for dues deduction, executed by the teacher. Pursuant to such authorization the Board shall each pay period deduct one-sixteenth (1/16th) of such dues from the salary of the teacher with the first deduction in October and the last in May of each year. The teacher can revoke such authorization for deduction of membership dues at any time during the school year. Deductions for teachers employed after the commencement of the school term shall be prorated as to complete payments by the last pay period in May. Details for cutoff date shall be agreed upon each year with the Business Manager. With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees to remit to the Treasurer of

the Association all dues deducted by the Board, no later than fifteen (15) days after such deductions are made. Such remittance shall be accompanied by an alphabetical list of those teachers who have withdrawn authorization.

If a teacher resigns from the employment of the Board prior to termination of the effective period of the then current authorization, if the teacher so requests, the Board shall deduct the unpaid portion of such authorization from the teacher's final pay. The Association agrees to indemnify and save the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of Section H above, including reimbursement for any legal fees or expenses incurred in connection therewith.

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teachers and make appropriate remittance for approved annuities, credit union, health insurance plans, or programs jointly approved by the Association and the Board.

Section I - Building principals, or his/her designee, may permit teachers to leave their respective buildings to attend to personal business during preparation periods or time of emergency.

Section J - Names and addresses of newly-hired teachers shall be available to the Association after their employment is approved by the Board, unless the teacher specifically requests the address be withheld.

Section K - The nature and responsibility of the teachers' assignments requires a certain portion of preparatory work to be performed at home. The Association agrees to hold the Board harmless and indemnify for any liability arising from this section.

Section L - The Board shall appoint two (2) teachers and two (2) administrators to serve on a local screening committee for hiring administrative personnel. One of the two teachers shall participate in the candidate interview process.

Section M - Hold Harmless Provision

- a. In the event of any legal action or unfair labor practice charge against the Board, brought in a court, or before the IELRB, by reason of any action taken by the Board in complying with the provisions of this Article, the Association agrees to indemnify and hold harmless the Board from any liability, including attorney's fees, provided such liability did not arise from willful misconduct.
- **b.** The Board agrees to give the Association timely notice of any legal action specified in this Section.

c. The Board will cooperate with the Association and its counsel in making relevant information available to said parties if legal action occurs against the Association.

Article X: Teaching Hours and Assignments

Section A - Teacher Schedule

- 1. The teacher shall arrive at school before the beginning of the school day early enough to attend to matters, which may require attention at that time. A teacher shall remain for a sufficient period after the close of the school day to attend to those matters, which properly require attention. If a building principal decides that any teacher is abusing the privilege of deciding what is sufficient time to take care of those matters that require attention, he/she has the authority to require that teacher to spend additional time as necessary to perform the duties required of him/her.
- 2. The Board shall provide a duty-free lunch period as outlined in the current School Code.

Section B - Preparation Time

Preparation time shall be provided for elementary school teachers during the student day as follows:

Jefferson, Carl Sandburg and Ashmore a minimum of two hundred fifty (250) minutes per week. Mark Twain a minimum of two hundred twenty-five (225) minutes per week.

Every effort will be made to schedule planning time in blocks so that planning periods are equal to or longer than the periods in the 2003-04 school year.

Section C - Preparation Time - Middle School and Senior High SchoolPreparation time each day for middle school and senior high school teachers shall be not less than one (1) class period of normal length as defined by the building schedule.

Section D - The Board will provide elementary counseling services and continue these services for the life of this contract.

Section E - Extended Contract Services

- 1. The licensed nurse will be provided up to a five (5) day extended contract.
- 2. The media specialists at CHS, CMS and the elementary level will be provided a five (5) day extended contract.
- 3. Middle School and High School Counselors will be paid up to ten (10) days.
- 4. Agriculture FFA sponsor will be paid up to forty (40) days.
- **5.** All extended contracts will be on a pro-rata basis for work completed during the school year or after the school year ends and before the next school year begins.

Section F - Building principals shall, if possible, assign inexperienced teachers to smaller class sizes and fewer preparations.

Section G - A special effort will be made by the principal to help the first and second year teachers in all phases of teaching prior to their first evaluation.

Section H - Particular attention shall be given to reducing class size and providing the appropriate specialized assistance when special education pupils must be placed in a regular classroom.

Section I - Special education pupils shall not be placed in a classroom of a first-year teacher without previous experience until consultation between the teacher and the principal. The special education teacher should consult with the classroom teacher as soon as such placements have been made. The principal or his/her designee will attend this conference if asked by either teacher.

Section J - Planning and Relief Time. Elementary teachers shall be provided with one (1) relief period per day. After consultation with the teachers in his/her building, the principal shall schedule such relief periods. Principals are encouraged to provide a second relief period as may be appropriate for individual school schedules.

Section K - Night Time Building Meetings. Teachers will be required to attend no more than two (2) night time building meetings per year.

Section L - Special Education Teachers. Special education teachers (preschool – 12th grade) shall be granted up to two (2) days to write reports and IEPs to comply with state mandates.

Section M – Special Education Meetings. The Board and Association agree that case managers and others so responsible are encouraged to schedule special education-related meetings during the building's student school day.

Article XI: Teaching Conditions and Staff Facilities

Section A - The Board shall provide workspace and filing space.

Section B - Parking facilities will be provided for teachers' use.

Section C - A staff lounge will be provided, where possible, which is comfortably furnished and cleaned daily.

Section D - Teachers shall not use institutional privileges for private gain.

Section E - Class Size

- 1. The Board recognizes that the number of students in any classroom impacts the education of those students. The Board is working and will continue to work toward reducing the teacher/pupil ratio within the district contingent upon the district's financial resources.
- 2. The Board will employ paraprofessionals as follows:

Ashmore School 1 Carl Sandburg 3 Jefferson 4-6 3 Mark Twain 2

3. These paraprofessionals will be employed by the Board and assigned by each building's administration based upon support needed by students and professional staff.

Section F - Secretaries shall be employed for each school to take care of the clerical and secretarial needs of the professional staff. Teachers may request the support of the building's secretarial staff with regard to clerical needs (e.g., copying, laminating, etc.).

Section G - Limited Re-opener. The parties agree that Article X Section E and Article XI Sections E and F will be reopened for negotiations in conjunction with negotiations on proposed reductions in force of licensed personnel.

Section H - Parent/Teacher Conferences and Workshop Days.

- **1.** The district will apply for four (4) state approved half-day in-service days. These days will be used for curriculum revision and other educational purposes.
- 2. When night time conferences are held, compensatory time off equal to the time spent in the night conferences shall be granted to teachers.

3. Beginning with the 2016-17 school year, the calendar will be developed to have a Thursday morning student attendance; Thursday afternoon no student or teacher attendance to be followed by evening parent/teacher conferences for elementary and middle school teachers. High School teachers will have professional development on Thursday afternoon. Parent/Teacher conferences will be held Friday morning and afternoon with no student attendance. The days will be used for preparation of and for parent/teacher conferences by elementary and middle school teachers or inservice work by the senior high school. The conferences and/or in-service days at the senior high school shall not be scheduled at night. One half day will be offered in the spring for K-6 parent/teacher conferences.

Section I -The building principal or immediate supervisor shall assign a mentor teacher to every probationary teacher upon entrance of the probationary teacher into the school system. The mentor teacher, insofar as possible, shall be a teacher in_contractual continued service with a minimum of three (3) years teaching experience and shall be engaged in teaching within the same grade and building or subject area as the probationary teacher. The mentor teacher shall assist the probationary teacher in acclimating to the teaching profession and the school system. The mentor teacher shall not be involved in the evaluation of the probationary teacher.

Section J - Each teacher shall have the right, upon request, during office hours to review the content of his or her personnel file, excluding confidential credentials. A representative of the Association, at the teacher's request, may accompany the teacher in this review.

Section K - Each teacher's personnel file shall contain the following minimum items of information:

- **1.** Initial TB report,
- 2. Required medical information,
- 3. All teacher evaluation reports,
- **4.** Copies of annual contracts or notification of re-employment,
- **5.** Copies of supplemental duty contracts,
- **6.** Any other documented information which could be used as a basis for discipline, re-employment, demotion, promotion, assignment, transfer or for determining salary of a teacher.

Section L - Providing Incentives for Teachers to Attend Workshops for Professional Growth. Based on the availability of funding, teachers are granted substitutes, registration, transportation and meal cost reimbursements for numerous workshops throughout the year. Total dollars available for individual reimbursements may be limited in order to allow a greater number of district teachers to attend conferences.

Article XII: Vacancies, Transfers, and Promotions

Section A - Procedures

1. The Superintendent shall notify Association members and all other licensed staff of all vacancies, including vacancies in promotional positions, as they occur or are anticipated. A job description and a statement of minimum qualifications shall accompany such notice.

An up-to-date list of vacancies will be maintained on the district website, and employees will be notified of any changes via the district's electronic messaging platform.

A vacancy shall be defined as an open position not filled by a teacher returning from RIF recall, leave of absence or voluntary reassignment in the same building. An administrator has the prerogative to recommend transfer of a teacher with-out interviewing. After all in-district teachers individually have been notified that a vacancy may exist, an administrator has the prerogative to recommend lateral transfers without interviewing. All parties who have expressed interest shall be notified of Board action.

The Board shall fill any vacant teaching position based upon the consideration of factors that include without limitation: licensure, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the school district will not be considered as a factor, unless all other factors are determined by the Board to be equal. The Board's decision to select a particular candidate to fill a vacant teaching position shall not be subject to review under the grievance procedure contained herein; provided that in making such a decision, the Board does not fail to adhere to procedural requirements contained herein.

2. No vacancy will be filled on a permanent basis until five (5) business days have passed after the vacancy has been posted on the district website.

Section B - Any teacher may apply for transfer to another position. Such application shall be in writing to the building principal(s) involved and the Superintendent of Schools.

Section C - Any teacher affected by an involuntary building transfer shall be notified immediately and shall be released by the Board from his/her contract, if he/she so requests.

Section D - The Board declares its support of a policy regarding the filling of vacancies from its present staff including vacancies in promotional positions.

Section E - Promotional positions are defined as those positions paying a salary differential or those which are of an administrative or supervisory nature or both.

Section F - The Board shall not discriminate against husband and wife or other members of the immediate family for regular teaching positions. However, the Board reserves the right not to employ an applicant who is of the immediate family of a Board member or an employee of the Board.

Section G - Tuition and fees or tuition waivers will be provided by the Board if teachers are required by Board resolution and agree to return to school for retraining in their field due to curriculum changes, or for remediation of deficiencies not identified at the time of employment. This will not apply if additional training is required by an agency having authority over the Board.

Article XIII: Licensed Staff Evaluation

Section A - The parties hereto believe that the purpose of teacher evaluation is to obtain information concerning a teacher's overall effectiveness and to use this information constructively and cooperatively with the teacher to help him/her become a more effective teacher. The evaluation process is carried out in a pattern consistent with the stated philosophy of the District.

Section B - Definition of Terms for Teacher Evaluation

- 1. **Summative Evaluation:** A summative evaluation shall be a product of the formal observations(s), informal observation(s), the items brought to the pre-observation conference, the self-evaluation, if requested, Professional Development Plan, and other information pertinent to the evaluation process, and shall be reflected on the Summative Evaluation Form for Educators as contained in the Performance-Based Evaluation System.
- 2. Formal Observation: Formal observation shall be a classroom visit by a building principal and/or immediate supervisor for the purpose of observing teacher performance. All formal observations must include comments in writing by the building principal and/or immediate supervisor. Formal observations are to be submitted in writing.
- 3. **Informal Observation:** Informal observation shall refer to any observation made by a building principal and/or immediate supervisor of teaching performance or related activities, which does not include a written report.

4. **Self-evaluation:** Self-evaluation shall refer to a written report of teaching performance submitted to the building principal and/or immediate supervisor by the teacher. All self-evaluations shall be submitted in writing.

Section C - Procedures for Teacher Evaluation

- during the first four (4) years of employment shall be evaluated once each year. All other teachers whose performance is rated as either "Excellent" or "Proficient" are evaluated at least once in the course of the 3 school years after receipt of the rating. A teacher in contractual continued service who has obtained a "Needs Improvement" or "Unsatisfactory" rating on the previous year's evaluation shall be evaluated in the next school year after receiving that rating. A principal or immediate supervisor may submit yearly evaluations on teachers in contractual continued service if desirable. Summative evaluations are to be completed and submitted to the proper official no later than April 1 for teachers not in contractual continued service.
- 2. Formal Observation Schedule: All teachers not in contractual continued service shall be formally observed at least twice by February 1st, with at least six (6) weeks between the first two observations. The initial observation for first-year teachers in the District is to be announced. All teachers in contractual continued service shall be formally observed at least once every three (3) years, one of which shall precede the evaluation according to the conditions outlined in Section C1. The teacher does not have to be notified of a formal observation except as previously specified. The teacher shall receive a copy of the formal observation report within ten (10) working days of the observation.
- 3. Informal Observation: Each teacher in contractual continued service whose performance is rated as either "Excellent" or "Proficient" is informally observed at least once in the course of the 2 years after receipt of the "Excellent" or "Proficient" rating. Other informal observations are conducted at the discretion of the building principal or immediate supervisor. Difficulties continuously observed shall be noted in the teacher's file and the teacher shall be so notified.
- **4. Self-evaluation:** All teachers may be required to submit a self-evaluation when the principal determines that such an evaluation would be used during the formal evaluation process of the teacher.

Section D - A teacher may request a conference with the building principal or immediate supervisor relative to any matters involving evaluation. The principal or immediate supervisor shall allow each teacher to examine the completed evaluation report before it is forwarded to the personnel office. Teachers shall initial said report as indication that they have examined their evaluation report.

Section E - The building principal or immediate supervisor shall attempt to provide each teacher with assistance to overcome difficulties noted during observations. Such assistance shall be attempted prior to the completion of a yearly evaluation. Principals and immediate supervisors are encouraged to make comments after each classroom visit.

Section F - If a teacher believes his/her evaluation report is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing and have them attached to the completed evaluation form before the form is submitted to the personnel office and/or to the next highest administrator for review. Such action shall be used only to improve quality education.

Section G - The Board shall follow the just cause dismissal procedures for teachers in contractual continued service in the current school code.

Section H - The Association and Board encourage principals and assistant principals to request evaluation of their performance by their faculties. They are also encouraged to utilize the faculty in drawing up the evaluation instruments. The purpose of the administration evaluation is to provide constructive and accurate information for the principal as to his/her effectiveness and to improve relationships among the licensed staff.

Section I - Discipline of any teacher shall be preceded by:

- **1.** The faithful execution of the evaluation procedure and the honoring of all teachers' rights included in this Agreement and applicable statutes.
- 2. A conference with the teacher by the appropriate administrator prior to taking any action.
- 3. A written explanation for the action to the teacher and the Association.
- **4.** A complete review of the teacher's personnel file with the teacher and his/her representative.

Article XIV: Student Teaching Program Assistance

Section A - A supervising teacher shall possess a minimum of a baccalaureate degree and have entered upon contractual continued service. He/she shall supervise only in the fields in which he/she is qualified to teach. Acceptance of student teacher supervision shall be voluntary, and with the approval of the building principal. A supervising teacher shall hold a valid Professional Educator License. Guidelines set up by the study committees for pre-laboratory and student teaching shall be followed. Approval of the superintendent, university representative and CEA may give special permission with shortage area assignments.

Section B -The Board agrees to provide student teachers with textbooks, but not consumable materials.

Article XV: Pupil Discipline

Section A - The Board recognizes that the teacher has the primary responsibility for the maintenance of discipline within his/her classroom; the Board and the Administration also recognize their responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

- 1. A teacher may recommend excluding a pupil from his/her class period when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the pupil in the classroom intolerable.
- 2. When a pupil is so recommended for exclusion by a teacher, the student shall be sent from the classroom to the building principal or his/her designee.
- 3. The building principal or his/her designee shall take appropriate action to solve the discipline problem. Should his/her decision include the readmittance of the pupil to class, the teacher shall be notified of the conditions under which re-admittance is granted.
- **4.** If the disobedience or misconduct continues so the pupil does not meet the conditions for re-admittance, the teacher may recommend that the pupil be permanently excluded from that class.

Section B - Procedures for suspension and expulsion of students from school shall be in accordance with the existing Board policy.

Section C - If a teacher has one or more pupils who constitute serious behavioral problems in class, consideration shall be given to resolving the matter through meeting with the supportive staff (IEP Case Manager, Teacher Collaboration Team, or IEP Team) involved.

Article XVI: Leaves

Section A - Sick Leave

- Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For the purposes of sick leave, "immediate family" shall mean the employee's spouse, domestic partner, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, grandfather, grandmother, grandchild, great-grandparents, great-grandchild, legal guardians, and any person for whom the employee is legal guardian. The Superintendent, upon the recommendation of the building principal, must approve exceptions to the interpretation of the immediate family.
- 2. Each teacher shall be entitled to a total of twelve (12) sick leave days with full pay per school year. Sick leave shall accumulate to a maximum of three hundred sixty (360) days, including the leave for the current year.
- 3. Up to five (5) sick leave days per year may be taken for death or illness of extended family member.
- 4. The first two (2) days of funeral leave shall be granted by the Superintendent for members of the immediate family as defined in the sick leave provision. One (1) additional day of funeral leave shall be granted by the Superintendent for the employee's spouse, child or parent. If more than these funeral leave days are necessary, the Superintendent may grant them and those days shall be deducted from sick leave.
- 5. Summer school teachers may be allowed to use one (1) day of their regular accumulated sick leave. Summer school teachers who teach four (4) hours or less may deduct one-half (1/2) day from their regular accumulated sick leave for each absence.
- **6.** An updated statement of accumulated sick leave shall be available for each teacher in August through the district's electronic payroll system.
- 7. A teacher has the option of transferring no more than four (4) days per semester of his/her accumulated sick leave to a designated sick leave bank to assist fellow teachers who have exhausted his/her sick leave due to a period of prolonged illness or disability. The CEA shall send written notification to the Superintendent's office to the attention of the district's bookkeeper/payroll specialist at the time of transfer.
- **8.** When paid sick leave expires, teachers may apply for unpaid sick leave for the remainder of the school year or remainder of the illness, whichever comes

- first. If a physician upon request of the administration verifies illness or disability, then a teacher will receive paid insurance benefits. Periodic affirmation of the illness may be required.
- 9. The Board and an individual Teacher may approach each other to explore retirement incentive possibilities. The Board will notify the Association if either party (Board or Teacher) approaches the other prior to substantive discussions between the parties. These discussions can only occur in an attempt to arrive at a mutually acceptable agreement to enhance the number of available sick leave days needed for retirement. The Board shall not implement any such agreement unless the Association consents.
- **10.** Employees who use four (4) or fewer sick leave days per year will be granted one (1) additional personal leave day the following school year. Leave days accumulating beyond eight (8) days shall be added to sick leave. Gifted sick leave pursuant to Paragraph 7 above shall not count toward an employee's use of sick leave for the purpose of this Paragraph 10.
- 11. Annually, the Board will provide 30 days to the CEA's sick leave bank to be used by the CEA to provide sick leave to those teachers who have exhausted all sick leave due to a period of prolonged illness or disability and apply for sick leave bank days pursuant to Appendix E. Any unused Board provided sick leave bank days may carry over from year to year. No more than 60 Board provided days may carry over from one year to the next.

Section B - Paid Personal Leave

- which may accumulate to eight (8) days of personal leave days per year which may accumulate to eight (8) days of personal leave during the school year. Leave days accumulating beyond eight (8) days shall be added to sick leave. Teachers giving notice of retirement before the first day of school in the year they will retire will have the choice of rolling any or all of their personal leave days into sick leave. A retiring teacher shall be paid a post-retirement bonus for any unused personal leave days remaining at the rate of \$45 per day for each unused day. This post-retirement bonus shall not be due or paid until the Teacher's receipt of his/her final pay and after his/her last day of work. Employees leaving the district but not retiring will have any unused personal days rolled into sick leave and reported to TRS. Personal leave notification shall exist in two forms: regular or emergency.
- 2. To receive regular personal leave, the teacher shall give written advance notice to the administration for approval. Advance notice shall contain only the date and time of expected absence.

- 3. In an emergency, personal leave does not require written advance notice. Personal leave for emergencies shall be granted by the superintendent provided the teacher gives justifiable reason for the request and fills out the district personal leave form upon return to work.
- **4.** The following criteria shall apply to both types of personal leave hereinafter referred to as "leave":
 - **a.** Leave shall be approved only for emergencies and legitimate business that cannot be conducted on other than school days.
 - **b.** No more than five leave days per semester and no more than five consecutive days may be used without approval of the superintendent.
 - **c.** Leave for seeking additional employment or earning money shall not be granted unless approved by the superintendent.
 - **d.** Leave for the day immediately preceding or following a legal holiday or school recess shall not be recognized as leave without the approval of the building principal/assistant principal and the superintendent.

Section C - Duty-Connected Injury. Duty-connected injury shall be covered by Worker's Compensation. The Board will continue to pay the teacher's full salary, and the teacher will endorse to the Board the Worker's Compensation monthly checks received. Payment will be limited to lost time covered by Worker's Compensation or with the payment of the teacher's salary for the following August, whichever occurs first. Sick leave will not be charged until payments of Worker's Compensation cease or until the following September 1, whichever comes first. In the event of contested compensation claim, sick leave will be charged. If the employee is awarded compensation for lost time, sick leave used during this period will be restored.

Section D - Leaves of Absence. The Board and the Association agree that leaves of absence without pay may be granted to teachers in contractual continued service under the following:

1. A teacher in contractual continued service may be granted leave of absence for the following reasons:

Exchange, Foreign, or Military Teaching
Peace Corps, Teacher Corps, Job Corps as full-time participant
Cultural Travel, Advance Study, Related Work Programs
Service as IEA or NEA officer
Campaigning for or serving in Public Office
Parental Leave

This section does not prohibit issuance of leaves by the Board for other valid reasons.

2. Teachers shall be granted leave for Military Service by induction or

- enlistment because of imminent induction. Advancement on salary schedule will be granted up to two (2) years.
- 3. Requests for leave shall be filed with the Superintendent. The reason for the request and the period for which the leave is being requested will be stated.
- 4. A teacher returning from a leave of absence will be placed on the salary scale at the same step he/she held prior to the leave. An exception to this provision shall be that if the activities of the teacher during his/her leave, to be determined at the time the leave is granted, are deemed to benefit the school system by improving the quality and level of experience of the teaching force, then the teacher shall be placed on the step on the salary schedule he/she would have achieved had he/she not taken leave.
- 5. Sixty (60) days notice shall be required only if return is not specifically designated in the original request for the leave.
- **6.** Every consideration will be given to the returnee being placed in his/her former position, but no guarantee of such will be given.
- 7. Leaves shall be for one (1) year or less, except Military, and may be renewable upon application sixty (60) days prior to termination of current leave.
- 8. During unpaid leaves of less than one school year, Board paid insurance premiums shall be prorated based upon the number of days worked divided by days worked plus days not worked during the school contract year the leave was taken.
- g. The president and president-elect of the Association, or their designees, and one (1) alternate shall be granted released time with pay to attend IEA, NEA, and other meetings approved by the Superintendent not to exceed four (4) days per person per school year. If a member of the Association is an officer of the Regional Council, he/she shall also be granted released time not to exceed four (4) days per school year. This will include the chairperson, vice-chairperson, secretary, and treasurer. The Association will pay cost of the substitute. In addition, the Association shall be provided nine (9) days total for the year to be used at the discretion of the Association for Association business. The Association shall reimburse the District for the cost of substitutes should they be required.
- **10.** When teachers are asked to be on North Central Accrediting Association and/or similar committees they may be granted leave with full pay.

- 11. Teachers holding office at the national, regional, or state level in their teaching field may be granted released time with full pay to attend meetings. Such leaves shall not be deducted from sick leave, personal leave, or other professional leave. The final decisions of such leave shall be left to the Superintendent.
- Any teacher may make application for a visiting day through his/her building principal, stating the date, and place he/she would like to visit and a brief summary of the work the teacher hopes to observe. The Superintendent may grant final approval for the visiting day without loss of pay or personal leave. If approval is granted the teacher shall submit a written report of his/her observation to the building principal.
- **13.** The Board shall provide full salary for teachers called to serve as a jurist as outlined the current school code.

Section E - Section A-1 of this Article applies to less than one-half (1/2) time teachers except that the accumulated sick leave provision shall not apply to them. Section A-5 and Section B of this Article shall not apply to less than one-half (1/2) time teachers.

Section F - Family Medical Leave in Compliance with the Provisions of the Family Medical Leave Act of 1993

- **1.** Teachers eligible under the act shall be entitled to provisions of the Family Medical Leave Act of 1993.
- 2. Board policies regarding such leave shall include provisions for extension of such leave to those circumstances referred to in Article XVI, Section A, Number One of this Agreement.
- 3. When a husband and wife are both employed by the District, both are entitled to a total of 12 weeks each of Family Medical Leave.
- **4.** Teachers may elect unpaid Family Medical Leave prior to using all of paid sick leave.

Article XVII: Councils and Committees

Section A - Curriculum and Advisory Councils

1. Membership - The teacher membership for the Elementary Council will be comprised of up to 16 members from grades K-7. The teacher membership for the Secondary Council will be comprised of up to 14 members from grades 8-12 (up to 8 from the high school and up to 6 from the middle school). As set forth in Board Policy 6:40, additional members will include administrators.

- 2. Members will be selected by the Superintendent or designee from a list of interested teacher(s) in consultation with District administrators. The Superintendent or designee will make a good faith effort to ensure that membership includes a cross-section of grade levels (e.g., two per grade level), buildings, and instructional areas (English language arts, fine arts/foreign languages, physical development and health, mathematics, science, social emotional learning, social science, special education, and media/vocational). Each member may secure an alternate to attend in his or her absence.
- 3. The Superintendent or designee shall be a permanent member and chairperson of the councils.

Section B - Curriculum and Advisory Councils' Responsibilities

- **1.** Curriculum and Advisory Councils will be scheduled to meet on a quarterly basis to recommend to the superintendent curriculum or related items including but not limited to:
 - a. staff development activities
 - **b.** proposed changes in the curriculum and/or curriculum studies to be carried out
 - **c.** proposed curriculum materials and textbook adoptions
 - **d.** proposed testing/assessment program(s)
 - e. coordinate and review student outcomes and goals
- 2. Act as liaison between the grade level staff members regarding curriculum planning.
- **3.** Assist in implementing individual school and district wide school improvement plans and activities.
- **4.** Work to insure vertical and horizontal articulation of educational programs and services offered to District students.

Section C -This Article shall not prohibit the establishment from time to time by mutual agreement of other joint Board-Administration-Association committees to study and make recommendations on topics and problems of concern to the District.

Section D - In the interest of directional and informational communication, the Association and the Board, through an Association/Administration Committee (AA) that consists of eight (8) representatives from the Association and four (4) designees of the Board, shall meet, monthly or upon request of either group not to exceed once a month, to clarify this Agreement and/or to discuss matters not covered in it.

1. The first session will be held in September prior to the Board meeting at which time dates will be set for successive monthly meetings. Agenda items will be exchanged seven (7) calendar days prior to the meetings.

- 2. The AA may recommend that issues of magnitude be submitted to an adhoc committee for study. A request by either party to form an adhoc committee will be submitted for consideration to the respective governing boards of the parties at their next regularly scheduled meeting.
- 3. The Board shall assume responsibility for chairing and taking minutes of AA meetings. It is the responsibility of each party to keep its respective constituents informed of the deliberation of the AA.

Section E - During the term of this Agreement, any Association or Board claim that a change in policy affects working conditions covered by the terms of this Agreement shall be negotiated by the Association/Administration Committee (AA) with the approval of the Association and the Board. Notice for any such demand shall be made to the Board at least two (2) weeks prior to the meeting and shall specify the policy in question and the impact created by such policy. The Board, as well as the Association, can place an impact item on the agenda of the committee.

Section F – At the first district-wide staff meeting of each school year, the administration will present a form listing all known district and school committees (including approximate number of meetings and the time obligations of each committee) that include teacher membership. Teachers will register their interest in serving on such committees by submitting the form to the building principal. The appointment to such committees shall remain at the discretion of the administration, unless otherwise designated by contract or law.

Article XVIII: Professional Compensation and Related Provisions

Section A - Supplemental Policies

1. Salary Schedule Credit for Outside Experience

Full credit on the salary schedule will be given for the first ten (10) years of outside teaching experience (TRS creditable) and one half (1/2) year credit will be given for each full year thereafter up to a total of fourteen (14) years starting with the 2007-08 school year. All experience for less than a full year will be dropped.

Example: A teacher is hired with eighteen years of outside TRS creditable service. He or she will be given ten (10) years at full credit and four (4) additional years of credit for the remaining eight (8) years. He or she will be placed on step 14 of the salary schedule.

2. The salary schedule shall be added as Appendix A. Such schedule shall be based on a one hundred eighty-five (185) day school calendar, but in no case fewer days than that provided by the School Code, five (5) of which shall be designated as emergency makeup days as determined by the Board.

- **3.** Extra duty pay will be specified in Appendix B.
- 4. A part-time teacher (employed 180 days but teaches less than a daily full load of classes) shall advance one (1) step on the salary schedule for each year in the District. In the event a part-time teacher is employed full-time the part-time teaching experience will be added as a pro-rated cumulative total to compute that teacher's full-time equivalency. For example, a one-half (1/2) time teacher on a one hundred eighty (180) day school calendar who has completed four (4) years of teaching before being hired full time would be given credit for two (2) years of full time equivalent experience for purposes of the salary schedule.
- 5. Teachers employed for less than one-half (1/2) time shall not be required to come back for school-related purposes unless requested to do so by an administrator or administrator designee. When a staff member is called back, he/she shall be compensated at a rate equivalent to the pay rate for teachers who substitute during their preparation time to the nearest one-half (1/2) hour. Should these teachers be required to attend a full day's institute, time spent beyond their normal work schedule shall be compensated as noted above. Should a meeting be held that does not require a call back, no compensation shall be provided.

Section B - Payroll Procedures

- **1.** Payroll shall be issued twice per month, on the 15th day and the 30th day of each month for a total of 20 pays during the months of September through June of the following calendar year.
- 2. Beginning with the 2019-2020 school year, all employees will be paid electronically via direct deposit. Each employee's payroll information shall be made available to them through the District's electronic payroll system on the 15th and 30th of each month. If a regular pay date falls on a date when school is not in session, electronic payroll information shall be made available the preceding day.
- 3. All employees will receive their pay in twenty (20) equal installments annually.
- **4.** Employees may authorize deductions from their payroll for the following: Credit Union, District health insurance plan, tax-sheltered annuities and 125 plan.

5. Should an employee desire to direct deposit part of their payroll check into a summer savings account, a District representative will offer assistance to employees to do so at the opening day teacher institute and upon request.

Section C - Health Insurance and CUSD #1 Cafeteria Plan

- 1. For the 2022-2023, 2023-2024, and 2024-2025 school years, the Board will contribute a sum not to exceed \$791.00 toward an employee's monthly health/dental insurance premiums. An employee participating in a High Deductible Health Plan with Health Savings Account may place the difference between the premium and the contribution rate in his/her Health Savings Account. An employee who waives participation in the district's health and/or dental insurance plans, or whose actual individual premium cost is less than the contribution rate for any given year shall not be entitled to any difference between the two. For the sake of example, presume that the monthly premium for individual coverage for a year is \$650/month and the Board's obligation for that year is a sum not to exceed \$678/month. In such case, participating employees shall receive \$650/month toward their monthly insurance premium.
- 2. The Board will also provide, on a voluntary basis to each employee the CUSD #1 Cafeteria Plan that will include provisions for family premium, medical, and childcare. The Board shall pay for all cost for the establishment of this plan. The employee shall pay for any monthly maintenance cost. The establishment of an individual plan, nor the amendment thereof, nor the payment of any benefits will cause any legal right against the Board in any matters between the employee and the IRS or its agents.
- 3. The Board will pay for a \$20,000.00 term life insurance policy.
- **4.** The Board of Education and the Association shall have an advisory insurance committee.

The membership of the insurance committee shall be as follows:

Six (6) CEA members, six (6) CESPA members, one (1) principal, two (2) central office administrators, and one (1) Board members.

Each member of the insurance committee may have a designated alternate. The committee can be convened at the call of the CESPA, the CEA, or the Board.

The committee shall not engage in collective bargaining but rather consensus-building. The work of the committee is to be collaborative in order to promote a wide range of views and opinions on the subjects with which to be dealt.

Recommendations, if any, reported by the committee will be approved by the Executive Committees of the CESPA and the CEA plus the final approval of the Board of Education.

The committee may utilize the services of consultants, who may attend meetings and who shall inform the committee as to recommendations in modifications of the Plan design, interpret data generated from the various reports and bidding carriers, and provide projections of future Plan performance.

The committee shall consider all options which are in the best interests of the Plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs, and the like.

The committee shall consider, but not by way of limitation, the following:

- **a.** Additions to and modifications of the benefits currently in effect;
- **b.** Selections of insurance and stop-loss reinsurance carriers;
- **c.** Selections of third party administrators;
- **d.** Selections of managed care networks and brokers;
- **e.** Selection of funding mechanism for coverage (i.e. fully funded conventional, self funded, etc.);
- f. Establishment of premium levels for single and family coverage; and
- **g.** Establishment of an August inservice date and schedule adequate time during the inservice to explain Insurance, the 125 Cafeteria Plan and the Health Savings Account (HSA).
- **h.** In addition, the committee shall:
 - 1) Provide stewardship for the health insurance fund.
 - 2) Facilitate and communicate their constituents' interest.
 - 3) Disseminate health insurance information to their constituents.
 - **4)** Serve as advisors to the Superintendent and Board of Education on health insurance issues.

Section D - Insurance Coverage Effective Dates

Effective dates for all CEA employee insurance coverage shall be from the date of employment to the following August 31.

Section E - Retirement Incentives

- **1.** To be eligible to choose any of the following Plans, a Teacher must meet one of the following:
 - **a.** Have to have at least fifteen (15) years of full-time creditable TRS service in the District by the last day of service in the District;

AND

Be at least fifty-five (55) years of age with thirty-five (35) total years of creditable TRS service by the last day of service in the District;

OR

b. Have at least fifteen (15) years of full-time creditable service within the District by the last day of service in the District.

AND

Be at least sixty (60) years of age by the last day of service in the District.

- Whenever a teacher, who has taught a minimum of fifteen (15) years in the District, is first eligible to retire without an Early Retirement Option (ERO) cost to the Board, he/she must retire by the close of the school year that he/she gains eligibility or he/she will not be eligible for the retirement incentives in this Retirement Incentives/Option. Failure to retire at the close of the year in which he/she first gains eligibility will forever foreclose the teacher from the benefits of this Retirement Incentives/Option for the remainder of the teacher's employment within the District. Eligibility occurs only once. This paragraph will remain applicable so long as there is a statutory ERO penalty provision.
- 3. For purposes of this Option, nonexempt TRS creditable compensation (earnings) is defined by TRS rules and regulations.
- 4. Eligibility requirements are for the year the retirement becomes effective **NOT** the year the irrevocable letter of retirement is submitted.

Plans

One Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the Teacher will be removed from the salary schedule and for the final year of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) without the Board incurring a TRS employer contribution over the Teacher's nonexempt TRS creditable earnings for the prior year of employment.

As Example: The Teacher's prior year nonexempt TRS creditable earnings were \$40,000. The Teacher's final year nonexempt TRS creditable earnings will be \$42,400 (i.e., $$40,000 \times 1.06 = $42,400$).

А	В	С	D
	Base:		
	\$40,000		
Year	Salary x 6%	Raise	Salary x 6%
1	\$42,400	\$2400	\$42,400

Additionally, in exchange for submitting the irrevocable letter of retirement, the Teacher shall be paid a post-retirement bonus for up to one hundred (100) days of unused sick leave at \$45 per day for all days not allocated to TRS for additional creditable service. This post-retirement bonus shall not be due or paid until after the Teacher's receipt of his/her final pay and after his/her last day of work.

Two Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 in the school year that is two (2) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final two (2) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%).

As Example: A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2022, stating he/she will retire on June 30, 2024. The Teacher's nonexempt TRS creditable earnings for the 2021-2022 school year were \$40,000. The Teacher's nonexempt TRS creditable earnings for the 2022-2023 school year will be \$42,400 (i.e., \$40,000 x 1.06 = \$42,400). The Teacher's nonexempt TRS creditable earnings for the 2023-2024 school year will be \$44,944 (i.e., \$42,400 x 1.06 = \$44,944). The Teacher will receive a post retirement payment of \$3,708, less applicable taxes.

А	В	С	D
	Base:		
	\$40,000		
Year	Salary x 6%	Raise	Salary x 6%
1	\$42,400	\$2400	\$42,400
2	\$44,944	\$2544	\$44,944

Three Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 in the school year that is three (3) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final three (3) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior year of employment.

As Example: A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2022, stating he/she will retire on June 30, 2025. The Teacher's nonexempt TRS creditable earnings for the 2021-2022 school year were \$40,000. The Teacher's nonexempt TRS creditable earnings for the 2022-2023 school year will be \$42,400 (i.e., \$40,000 x 1.06 = \$42,400). The Teacher's nonexempt TRS creditable earnings for the 2023-2024 school year will be \$44,944 (i.e., \$42,400 x 1.06 = \$44,944). The Teacher's nonexempt TRS creditable earnings for the 2024-2025 school year will be \$47,641 (i.e., \$44,944 x 1.06 = \$47641).

А	В	С	D
	Base:		Base:
	\$40,000		\$40,000
Year	Salary x 6%	Raise	Salary x 6%
1	\$41,200	\$2400	\$42,400
2	\$42,400	\$2544	\$44,944
3	\$44,944	\$2697	\$47,641

Four Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to May 1 in the school year that is four (4) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final four (4) years of employment the Teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the Teacher's nonexempt TRS creditable earnings for the prior year of employment.

As Example: A Teacher gives his/her irrevocable letter of retirement prior to May 1, 2022, stating he/she will retire on June 30, 2025. The Teacher's nonexempt TRS creditable earnings for the 2021-2022 school year were \$40,000. The Teacher's nonexempt TRS creditable earnings for the 2022-2023 school year will be \$42,400 (i.e., \$40,000 x 1.06 = \$42,400). The Teacher's nonexempt TRS creditable earnings for the 2023-2024 school year will be \$44,944 (i.e., \$42,400 x 1.06 = \$44,944). The Teacher's nonexempt TRS creditable earnings for the 2024-2025 school year will be \$47,641 (i.e., \$44,944 x 1.06 = \$47,641). The Teacher's nonexempt TRS creditable earnings for the 2025-2026 school year will be \$50,499 (i.e., \$47,641 x 1.06 = \$50,499).

А	В	С	D
	Base:		Base:
	\$40,000		\$40,000
Year	Salary x 3%	Raise	Salary x 6%
1	\$41,200	\$2400	\$42,400
2	\$42,400	\$2567	\$44,944
3	\$44,944	\$2697	\$47,641
4	\$47,641	\$2858	\$50,499

Miscellaneous

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

As Example: The Teacher's nonexempt TRS creditable earnings from the 2021-2022 school year were \$43,000, of which \$3,000 was compensation for coaching basketball in 2021-2022. Under the Teacher's retirement plan, he/she would be scheduled to receive \$45,580 nonexempt TRS creditable earnings for the 2022-2023 school year (i.e., \$43,000 x 1.06 = \$45,580). However, the Teacher resigns from his/her coaching position before the start of the 2022-2023 school year. The Teacher's nonexempt TRS creditable earnings for the 2022-2023 school year will be \$42,400 (i.e., \$40,000 x 1.06 - \$42,400) rather than \$45,580.

- 2. The Board, in its sole discretion, may allow the Teacher to rescind his/her letter or retirement because of serious illness or life changing circumstances, provided the Teacher returns to the Board any nonexempt TRS creditable earnings paid to the Teacher in excess of the amount the Teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.
- 3. If legislation is enacted and/or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be reopened for negotiations.

Section F - Limitation on TRS Creditable Compensation. When a Tier 1 Teacher is five (5) or less years from retirement eligibility under Section 15-135 of the Illinois Pension Code, or when a Tier 2 Teacher is nine (9) or less years from retirement eligibility under Section 15-135 of the Illinois Pension Code, the Teacher's nonexempt creditable TRS earnings from employment in the School District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, shall not exceed the amounts specified hereinafter.

No Teacher's nonexempt creditable TRS earnings from employment in this School District shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board or District for any portion of a Teacher's retirement annuity, or result in any District or Board-paid penalty or fee to TRS.

Section G - Licensed employees paid on the teacher salary schedule shall be eligible for horizontal advancement on the salary schedule provided the employee demonstrates enrollment in and successful completion of course work as determined by a fully accredited institution of higher education that maintains master's degree, specialist, or doctoral degree programs subject to such other provisions and restrictions contained herein.

- 1. For the purposes of determining a "fully accredited institution" for this section, the following criteria may apply: an undergraduate or graduate school of a North Central Association of Secondary Schools and Colleges, or a regional equivalent, or an Illinois Teacher Training Institution, or an institution of higher education which maintains a reciprocal agreement with the Illinois State Board of Education.
- 2. Questions relating to whether or not an institution meets the foregoing definition shall be resolved at the sole and exclusive discretion of the school district.
- 3. An employee uncertain of the accreditation status of an institution should obtain written approval from the superintendent prior to enrolling in a class for which the employee intends to apply for salary schedule advancement.
- **4.** Regardless of degree held, either graduate or undergraduate hours may be used for salary schedule advancement, but no hours earned before the award of a degree may be used to advance to a column beyond that degree.

Section H - Proof of credit earned for acceptable horizontal salary advancement must be submitted to the administration by August 31 for salary schedule placement changes to occur. A certified transcript documenting that credit has been received must be on file at the Central Office by August 31. Contract changes and flat grants will be made in September.

Section I - The advancement of a teacher's education is the responsibility of each individual teacher, and the desirability of professional growth is recognized.

Section J - Active military service will be allowed on the salary schedule up to a total of two (2) years credit if the teacher was employed by the District prior to active military service. Nine (9) months of service will qualify for two (2) years of credit. A copy of separation notice should be filed for credit. (This provision is effective as of August 28, 1972).

Section K - Additional Compensation and Related Provisions

- 1. Professional compensation, summer school and drivers' education teachers will be paid at the rate of \$32.00 per hour TRS.
- 2. The District blue form will be filled out for professional compensation, K-12 teacher leader roles, instructional initiatives facilitation, summer school and curriculum activities that are pre-approved by the Central Office. Employees can request a blue form through the Central Office or their building principal.

Section L - Mileage required of teachers in carrying out their assigned duties in accordance with Board Policy shall be reimbursed at the approved Internal Revenue Service rate.

Section M - Contractual continued service shall be in accordance with the School Code.

Section N - To qualify for the "M.A. + 32" semester hour column, a limited number of related courses to his/her teaching field may be approved as well as courses necessary for a Specialists Degree.

Section O - The Board agrees to pay, as additional compensation, the amount set forth in Appendix "A" as part of each full-time teacher's member contribution to the Teachers' Retirement System as provided in Section 16-152 of the Illinois Pension Code.

- The Board further agrees to pay a share of each part-time teacher's member contribution of the Teacher's Retirement System as provided in Section 16-152 of the Illinois Pension Code, the amount thereof to be determined by multiplying (i) the amount shown in Appendix "A" which would be paid if the teacher were a full time teacher, times (ii) the fraction of time contracted for by the teacher during the school year. The amount paid under this Article shall be excluded from wages for the purposes of Subtitle C, Chapter 24 Collection of Income Tax at Source on Wages, of the Internal Revenue Code of 1954, as amended.
- 2. In making this agreement for the Board to pay part of the member contributions of teachers to the Teachers' Retirement System, both parties expressly rely on Opinion No. S-676 of the Attorney General of the State of Illinois, dated January 8,1974, in which the Attorney General concluded that a school board has the power to make such member contributions on behalf of its employees. The parties acknowledge that the legal question addressed in said opinion has not, to their knowledge, been passed upon by any court of this State.
- 3. The Association and the members of the bargaining unit, jointly and severally, agree to indemnify the Board and its members and hold them harmless for any costs or liability they may incur by virtue of compliance with this Article, provided notice on or of any action or proceeding is given promptly to the Association, and defense thereof surrendered to the Association and to counsel of its choosing. Should the Board or its members be held liable for any amounts as specified above, and no further appeal be available or the Association chooses not to pursue an appeal, the agreed reimbursement shall be made within ten (10) days of the date upon which the decision becomes final. The Association stated that it has the authority to bind each of the teachers who it represents to the contingent obligation provided for in this Article.

Section P - Special Provisions

- 1. A teacher requested to use his/her planning period to instruct students due to the absence of another teacher shall be reimbursed at the rate of \$32.00 per hour TRS.
- 2. An elementary teacher who voluntarily assumes the responsibilities of head teacher for a building without a full-time administrator shall be paid per school year at \$825 TRS.

Section Q - Free lunches will be provided for each cafeteria supervisor on the day he/she supervises.

Section R - Problem-Solving Teams. As long as Problem-Solving Teams shall be deemed a necessary and appropriate manner of addressing pupil problems, the format will be as follows: the membership of the Problem-Solving Team may include an administrator, counselor/social worker, school psychologists, special education teacher(s), general education teacher(s), speech language pathologist, and referring teacher. All other necessary professionals should participate as needed (i.e. collaborative teacher, Title I teacher or literacy coach, occupational therapist and physical therapist). The decision on the meeting time will be determined by consensus during the first meeting of the school year. The compensation will be nine (9) half-day release days with substitutes provided OR up to \$450 (½) day substitute rate pay times ten (10) days).

Section S – Tuition Reimbursement Grants

Any teacher may apply for a tuition reimbursement grant. To be eligible to receive such grant, the teacher shall:

- 1. Apply in writing to the Superintendent no later than August 30 for the immediately prior higher education fall, spring, and summer term(s) of any given District school year. Approval shall be at the discretion of the Superintendent and must be obtained before the remainder of the conditions hereinbelow are met and before any tuition reimbursement grant may be awarded;
- 2. Demonstrate enrollment in a program leading to a master's degree in a subject matter taught at the elementary or secondary level. Upon completion of a master's degree, requests for undergraduate courses to be considered on an individual basis:
- 3. Demonstrate enrollment in an accredited and approved institution for higher education; and

- 4. Demonstrate completion of the course work previously approved by the Superintendent by production of a transcript/grade card showing the course work successfully completed with a grade of B or better.
- 5. Undergraduate course work may be considered for reimbursement if sufficient educational benefit to the District can be shown to the satisfaction of the Superintendent. Reimbursement for course work does not guarantee lateral advancement.

If the above conditions are met, grants will be awarded on a pro-rata basis among those whose grants were approved. A teacher approved for a tuition reimbursement grant shall receive a maximum amount not to exceed three (3) times the current Eastern Illinois University graduate cost per credit hour, or One-Thousand and 00/100 Dollars (\$1000.00), whichever is less, in any school year. Payments will be distributed to awardees by September 30.

If a teacher receives a stipend, scholarship, grant, tuition waiver, etc., covering all or part of the tuition, the teacher can receive reimbursement from the Board and the outside source which is no greater than the per credit hour reimbursement identified above.

Any of the above requirements may be waived at the discretion of the Superintendent. The total amount expended by the District shall not exceed Ten Thousand and 00/100 Dollars (\$10,000.00) in each year of this contract.

Any teacher provided a grant will be obligated to reimburse the District if the teacher leaves the District to accept other employment in education in Illinois within two (2) calendar years after having received the tuition reimbursement.

This reimbursement requirement shall not apply if a teacher leaves employment with the District and accepts employment elsewhere due to the serious illness of a parent, child, or spouse, or if a teacher must move his/her residence due to the transfer or change of the spouse's employment, and that change in residency makes the continued employment at the District not practical.

Article XIX: Emergency Closing of Schools

Section A - When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over the District's alert system and appropriate media outlets, but by no later than 6:00 A.M. by the Superintendent or his/her designee.

Section B - When the Superintendent or his/her designee officially closes the schools and school offices, no leave days previously arranged by a teacher will be deducted for emergency days.

Article XX: Duration of the Agreement

This Agreement shall be in full force and effect for the school years 2022-23, 2023-24 and 2024-25 and shall end on August 15, 2025.

Article XXI: Acceptance

The Charleston Education Association agrees not to engage in or support any work stoppage or slow down by teachers in Community Unit School District No. 1 during the term of this Agreement.

CEA - CUSD #1
By Mutual Agreement

For the Board For the Association

Jason Con and Consult & Warman

ason Coe, President Angela Warman, President

Susan Daniels, Secretary

Dana Hunter, Secretary

APPENDIX A 2022-2023 Salary Schedule

Step		ВА	BA+16	MA	MA+16	MA+32	Spec.
0	TRS	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000	\$45,000
	IRS	\$36,400	\$37,310	\$38,220	\$39,130	\$40,040	\$40,950
1	TRS	\$40,978	\$42,431	\$45,342	\$45,648	\$46,334	\$47,019
	IRS	\$37,290	\$38,612	\$41,262	\$41,539	\$42,164	\$42,788
2	TRS	\$41,618	\$43,113	\$46,105	\$46,418	\$47,123	\$47,825
	IRS	\$37,873	\$39,233	\$41,955	\$42,241	\$42,882	\$43,521
3	TRS	\$42,259	\$43,796	\$46,868	\$47,190	\$47,912	\$48,632
	IRS	\$38,455	\$39,854	\$42,650	\$42,943	\$43,600	\$44,255
4	TRS	\$42,908	\$44,487	\$47,641	\$47,968	\$48,709	\$49,451
,	IRS	\$39,046	\$40,483	\$43,353	\$43,651	\$44,325	\$45,001
5	TRS	\$43,572	\$45,187	\$48,415	\$48,686	\$49,514	\$50,270
	IRS	\$39,651	\$41,121	\$44,057	\$44,304	\$45,058	\$45,746
6	TRS	\$44,298	\$45,953	\$49,241	\$49,688	\$50,371	\$51,147
	IRS	\$40,311	\$41,817	\$44,809	\$45,216	\$45,837	\$46,544
7	TRS	\$45,038	\$46,734	\$50,082	\$50,449	\$51,245	\$52,042
,	IRS	\$40,985	\$42,528	\$45,575	\$45,908	\$46,633	\$47,358
8	TRS	\$45,791	\$47,532	\$50,939	\$51,320	\$52,138	\$52,949
	IRS	\$41,670	\$43,254	\$46,354	\$46,701	\$47,445	\$48,184
9	TRS	\$46,557	\$48,344	\$51,811	\$52,205	\$53,043	\$53,874
	IRS	\$42,367	\$43,993	\$47,148	\$47,507	\$48,269	\$49,025
10	TRS	\$47,335	\$49,171	\$52,698	\$53,107	\$53,963	\$54,813
	IRS	\$43,075	\$44,745	\$47,956	\$48,327	\$49,107	\$49,880
11	TRS	\$48,129	\$50,012	\$53,607	\$54,025	\$54,901	\$55,771
	IRS	\$43,798	\$45,511	\$48,783	\$49,163	\$49,960	\$50,751
12	TRS	\$48,959	\$50,896	\$54,565	\$54,990	\$55,887	\$56,776
	IRS	\$44,553	\$46,315	\$49,654	\$50,040	\$50,857	\$51,667
13	TRS	\$49,804	\$51,798	\$55,542	\$55,978	\$56,900	\$57,818
	IRS	\$45,322	\$47,136	\$50,543	\$50,940	\$51,779	\$52,614

Step		ВА	BA+16	MA	MA+16	MA+32	Spec.
14	TRS	\$50,684	\$52,721	\$56,549	\$56,998	\$57,931	\$58,889
	IRS	\$46,123	\$47,976	\$51,460	\$51,868	\$52,718	\$53,589
15	TRS	\$51,642	\$53,708	\$57,595	\$58,057	\$59,018	\$60,001
	IRS	\$46,994	\$48,874	\$52,412	\$52,832	\$53,706	\$54,601
16	TRS	\$52,758	\$54,814	\$58,779	\$59,257	\$60,253	\$61,251
	IRS	\$48,009	\$49,881	\$53,489	\$53,924	\$54,830	\$55,738
17	TRS	\$53,875	\$55,956	\$60,002	\$60,516	\$61,536	\$62,241
	IRS	\$49,026	\$50,920	\$54,602	\$55,070	\$55,998	\$56,640
18	TRS	\$55,076	\$57,186	\$61,341	\$61,876	\$62,928	\$63,974
	IRS	\$50,119	\$52,039	\$55,820	\$56,307	\$57,264	\$58,216
19	TRS	\$56,321	\$58,463	\$62,705	\$63,256	\$64,345	\$65,415
	IRS	\$51,252	\$53,201	\$57,062	\$57,563	\$58,554	\$59,528
20	TRS	\$57,626	\$59,772	\$64,038	\$64,683	\$65,802	\$66,898
	IRS	\$52,440	\$54,392	\$58,274	\$58,861	\$59,880	\$60,877
21	TRS	\$59,162	\$61,131	\$65,499	\$66,179	\$67,337	\$68,461
	IRS	\$53,838	\$55,630	\$59,604	\$60,222	\$61,277	\$62,300
22	TRS	\$60,538	\$62,556	\$67,031	\$67,739	\$68,939	\$70,092
	IRS	\$55,090	\$56,926	\$60,998	\$61,643	\$62,735	\$63,784
23	TRS	\$61,951	\$64,018	\$68,627	\$69,370	\$70,610	\$71,789
	IRS	\$56,376	\$58,256	\$62,451	\$63,127	\$64,255	\$65,328
24	TRS	-	-	\$70,236	\$71,017	\$72,200	\$73,513
	IRS	-	-	\$63,915	\$64,626	\$65,702	\$66,897
25	TRS	-	-	\$71,874	\$72,674	\$74,043	\$75,334
	IRS	-	-	\$65,406	\$66,133	\$67,379	\$68,554
26	TRS	-		\$73,628	\$74,446	\$75,815	\$77,231
	IRS			\$67,001	\$67,746	\$68,992	\$70,281
27	TRS	-	-	\$75,675	\$76,487	\$77,967	\$79,410
	IRS	-	-	\$68,864	\$69,603	\$70,950	\$72,263

^{*} Longevity pay will be an additional \$500.

APPENDIX A 2023-2024 Salary Schedule

Step		ВА	BA+16	MA	MA+16	MA+32	Spec.
0	TRS	\$41,500	\$42,500	\$43,500	\$44,500	\$45,500	\$46,500
	IRS	\$37,765	\$38,675	\$39,585	\$40,495	\$41,405	\$42,315
1	TRS	\$42,800	\$43,800	\$44,800	\$45,800	\$46,800	\$47,800
1	IRS	\$38,948	\$39,858	\$39,858 \$40,768 \$41,678		\$42,588	\$43,498
2	TRS	\$43,778	\$45,231	\$48,142	\$48,448	\$49,134	\$49,819
	IRS	\$39,838	\$41,160	\$43,810	\$44,087	\$44,712	\$45,336
3	TRS	\$44,418	\$45,913	\$48,905	\$49,218	\$49,923	\$50,625
3	IRS	\$40,421	\$41,781	\$44,503	\$44,789	\$45,430	\$46,069
4	TRS	\$45,059	\$46,596	\$49,668	\$49,990	\$50,712	\$51,432
	IRS	\$41,003	\$42,402	\$45,198	\$45,491	\$46,148	\$46,803
5	TRS	\$45,708	\$47,287	\$50,441	\$50,768	\$51,509	\$52,251
	IRS	\$41,594	\$43,031	\$45,901	\$46,199	\$46,873	\$47,549
6	TRS	\$46,372	\$47,987	\$51,215	\$51,486	\$52,314	\$53,070
	IRS	\$42,199	\$43,669	\$46,605	\$46,852	\$47,606	\$48,294
7	TRS	\$47,098	\$48,753	\$52,041	\$52,488	\$53,171	\$53,947
,	IRS	\$42,859	\$44,365	\$47,357	\$47,764	\$48,385	\$49,092
8	TRS	\$47,838	\$49,534	\$52,882	\$53,249	\$54,045	\$54,842
	IRS	\$43,533	\$45,076	\$48,123	\$48,456	\$49,181	\$49,906
9	TRS	\$48,591	\$50,332	\$53,739	\$54,120	\$54,938	\$55,749
	IRS	\$44,218	\$45,802	\$48,902	\$49,249	\$49,993	\$50,732
10	TRS	\$49,357	\$51,144	\$54,611	\$55,005	\$55,843	\$56,674
	IRS	\$44,915	\$46,541	\$49,696	\$50,055	\$50,817	\$51,573
11	TRS	\$50,135	\$51,971	\$55,498	\$55,907	\$56,763	\$57,613
	IRS	\$45,623	\$47,293	\$50,504	\$50,875	\$51,655	\$52,428
12	TRS	\$50,929	\$52,812	\$56,407	\$56,825	\$57,701	\$58,571
	IRS	\$46,346	\$48,059	\$51,331	\$51,711	\$52,508	\$53,299
13	TRS	\$51,759	\$53,696	\$57,365	\$57,790	\$58,687	\$59,576
	IRS	\$47,101	\$48,863	\$52,202	\$52,588	\$53,405	\$54,215

Step		BA	BA+16	MA	MA+16	MA+32	Spec.
14	TRS	\$52,604	\$54,598	\$58,342	\$58,778	\$59,700	\$60,618
	IRS	\$47,870	\$49,684	\$53,091	\$53,488	\$54,327	\$55,162
15	TRS	\$53,484	\$55,521	\$59,349	\$59,798	\$60,731	\$61,689
	IRS	\$48,671	\$50,524	\$54,008	\$54,416	\$55,266	\$56,137
16	TRS	\$54,442	\$56,508	\$60,395	\$60,857	\$61,818	\$62,801
	IRS	\$49,542	\$51,422	\$54,960	\$55,380	\$56,254	\$57,149
17	TRS	\$55,558	\$57,614	\$61,579	\$62,057	\$63,053	\$64,051
_,	IRS	\$50,557	\$52,429	\$56,037	\$56,472	\$57,378	\$58,286
18	TRS	\$56,675	\$58,756	\$62,802	\$63,316	\$64,336	\$65,041
	IRS	\$51,574	\$53,468	\$57,150	\$57,618	\$58,546	\$59,188
19	TRS	\$57,876	\$59,986	\$64,141	\$64,676	\$65,728	\$66,774
	IRS	\$52,667	\$54,587	\$58,368	\$58,855	\$59,812	\$60,764
20	TRS	\$59,121	\$61,263	\$65,505	\$66,056	\$67,145	\$68,215
	IRS	\$53,800	\$55,749	\$59,610	\$60,111	\$61,102	\$62,076
21	TRS	\$60,426	\$62,572	\$66,838	\$67,483	\$68,602	\$69,698
	IRS	\$54,988	\$56,940	\$60,822	\$61,409	\$62,428	\$63,425
22	TRS	\$61,962	\$63,931	\$68,299	\$68,979	\$70,137	\$71,261
	IRS	\$56,386	\$58,178	\$62,152	\$62,770	\$63,825	\$64,848
23	TRS	\$63,338	\$65,356	\$69,831	\$70,539	\$71,739	\$72,892
	IRS	\$57,638	\$59,474	\$63,546	\$64,191	\$65,283	\$66,332
24	TRS	-	-	\$71,427	\$72,170	\$73,410	\$74,589
	IRS	-	-	\$64,999	\$65,675	\$66,803	\$67,876
25	TRS	-	-	\$73,036	\$73,817	\$75,000	\$76,313
	IRS	-	-	\$66,463	\$67,174	\$68,250	\$69,445
26	TRS	-	_	\$74,674	\$75,474	\$76,843	\$78,134
	IRS	-	-	\$67,954	\$68,681	\$69,927	\$71,102
27	TRS	-	-	\$76,428	\$77,246	\$78,615	\$80,031
	IRS	-	-	\$69,549	\$70,294	\$71,540	\$72,829

^{*} Longevity pay will be an additional \$500.

APPENDIX A 2024-2025 Salary Schedule

Step		ВА	BA+16	MA	MA+16	MA+32	Spec.
0	TRS	\$42,750	\$43,750	\$44,750	\$45,750	\$46,750	\$47,750
	IRS	\$38,903	\$39,813	\$40,723	\$41,633	\$42,543	\$43,453
1	TRS	\$44,350	\$45,350	\$46,350	\$47,350	\$48,350	\$49,350
	IRS	\$40,359	\$41,269	\$42,179	\$43,089	\$43,999	\$44,909
2	TRS	\$45,650	\$46,650	\$47,650	\$48,650	\$49,650	\$50,650
	IRS	\$41,542	\$42,452	\$43,362	\$44,272	\$45,182	\$46,092
3	TRS	\$46,628	\$48,081	\$50,992	\$51,298	\$51,984	\$52,669
	IRS	\$42,432	\$43,754	\$46,403	\$46,681	\$47,306	\$47,929
4	TRS	\$47,268	\$48,763	\$51,755	\$52,068	\$52,773	\$53,475
	IRS	\$43,014	\$44,374	\$47,097	\$47,382	\$48,024	\$48,662
5	TRS	\$47,909	\$49,446	\$52,518	\$52,840	\$53,562	\$54,282
	IRS	\$43,597	\$44,996	\$47,791	\$48,084	\$48,741	\$49,397
6	TRS	\$48,558	\$50,137	\$53,291	\$53,618	\$54,359	\$55,101
	IRS	\$44,188	\$45,625	\$48,494	\$48,793	\$49,467	\$50,142
7	TRS	\$49,222	\$50,837	\$54,065	\$54,336	\$55,164	\$55,920
,	IRS	\$44,792	\$46,262	\$49,199	\$49,445	\$50,199	\$50,887
8	TRS	\$49,948	\$51,603	\$54,891	\$55,338	\$56,021	\$56,797
	IRS	\$45,452	\$46,959	\$49,950	\$50,357	\$50,979	\$51,685
9	TRS	\$50,688	\$52,384	\$55,732	\$56,099	\$56,895	\$57,692
	IRS	\$46,126	\$47,670	\$50,716	\$51,050	\$51,775	\$52,499
10	TRS	\$51,441	\$53,182	\$56,589	\$56,970	\$57,788	\$58,599
	IRS	\$46,811	\$48,395	\$51,496	\$51,843	\$52,587	\$53,325
11	TRS	\$52,207	\$53,994	\$57,461	\$57,855	\$58,693	\$59,524
	IRS	\$47,508	\$49,134	\$52,289	\$52,648	\$53,410	\$54,166
12	TRS	\$52,985	\$54,821	\$58,348	\$58,757	\$59,613	\$60,463
	IRS	\$48,217	\$49,887	\$53,097	\$53,469	\$54,248	\$55,021
13	TRS	\$53,779	\$55,662	\$59,257	\$59,675	\$60,551	\$61,421
	IRS	\$48,939	\$50,653	\$53,924	\$54,304	\$55,101	\$55,893

Step		ВА	BA+16	MA	MA+16	MA+32	Spec.
14	TRS	\$54,609	\$56,546	\$60,215	\$60,640	\$61,537	\$62,426
	IRS	\$49,694	\$51,457	\$54,795	\$55,182	\$55,998	\$56,808
15	TRS	\$55,454	\$57,448	\$61,192	\$61,628	\$62,550	\$63,468
	IRS	\$50,463	\$52,278	\$55,685	\$56,081	\$56,920	\$57,756
16	TRS	\$56,334	\$58,371	\$62,199	\$62,648	\$63,581	\$64,539
	IRS	\$51,264	\$53,118	\$56,601	\$57,009	\$57,859	\$58,730
17	TRS	\$57,292	\$59,358	\$63,245	\$63,707	\$64,668	\$65,651
	IRS	\$52,135	\$54,016	\$57,553	\$57,973	\$58,848	\$59,743
18	TRS	\$58,408	\$60,464	\$64,429	\$64,907	\$65,903	\$66,901
	IRS	\$53,151	\$55,023	\$58,630	\$59,065	\$59,972	\$60,880
19	TRS	\$59,525	\$61,606	\$65,652	\$66,166	\$67,186	\$67,891
o o	IRS	\$54,168	\$56,062	\$59,744	\$60,211	\$61,139	\$61,781
20	TRS	\$60,726	\$62,836	\$66,991	\$67,526	\$68,578	\$69,624
	IRS	\$55,261	\$57,181	\$60,962	\$61,448	\$62,406	\$63,358
21	TRS	\$61,971	\$64,113	\$68,355	\$68,906	\$69,995	\$71,065
	IRS	\$56,393	\$58,343	\$62,203	\$62,704	\$63,696	\$64,669
22	TRS	\$63,276	\$65,422	\$69,688	\$70,333	\$71,452	\$72,548
	IRS	\$57,581	\$59,534	\$63,416	\$64,003	\$65,021	\$66,019
23	TRS	\$64,812	\$66,781	\$71,149	\$71,829	\$72,987	\$74,111
	IRS	\$58,979	\$60,771	\$64,746	\$65,364	\$66,418	\$67,441
24	TRS	-	-	\$72,681	\$73,389	\$74,589	\$75,742
	IRS	-	-	\$66,139	\$66,784	\$67,876	\$68,925
25	TRS	-	-	\$74,277	\$75,020	\$76,260	\$77,439
	IRS	-	-	\$67,592	\$68,268	\$69,397	\$70,469
26	TRS	-		\$75,886	\$76,667	\$77,850	\$79,163
	IRS			\$69,057	\$69,767	\$70,843	\$72,038
27	TRS	-	-	\$77,524	\$78,324	\$79,693	\$80,984
	IRS	-	-	\$70,547	\$71,275	\$72,521	\$73,696

^{*} Longevity pay will be an additional \$500.

APPENDIX BAthletic/Extra-Curricular/Co-Curricular Factoring & Schedule

iletic/Extra-Currict	ilai/C0-						
		20	22-2023	20	23-2024	20	24-2025
	Base						
	Teacher	\$	40,000	\$	41,500	\$	42,750
	Salary						
Assignment	Multiplier						
CHS AD	0.21505	\$	8,602	\$	8,925	\$	9,193
CMS AD	0.14118	\$	5,647	\$	5,859	\$	6,035
Basketball - Boys							
Head	0.18095	\$	7,238	\$	7,509	\$	7,736
First Assistant	0.13035	\$	5,214	\$	5,410	\$	5,572
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Eighth	0.11015	\$	4,406	\$	4,571	\$	4,709
Seventh	0.11015	\$	4,406	\$	4,571	\$	4,709
Basketball -Girls							
Head	0.18095	\$	7,238	\$	7,509	\$	7,736
First Assistant	0.13035	\$	5,214	\$	5,410	\$	5,572
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Eighth	0.11015	\$	4,406	\$	4,571	\$	4,709
Seventh	0.11015	\$	4,406	\$	4,571	\$	4,709
Football							
Head	0.18095	\$	7,238	\$	7,509	\$	7,736
First Asst.	0.13035	\$	5,214	\$	5,410	\$	5,572
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Track - Boys							
Head-CHS	0.13035	\$	5,214	\$	5,410	\$	5,572
Asst-CHS	0.11015	\$	4,406	\$	4,571	\$	4,709
Eighth	0.0798	\$	3,192	\$	3,312	\$	3,411
Seventh	0.0798	\$	3,192	\$	3,312	\$	3,411
Track - Girls							
Head-CHS	0.13035	\$	5,214	\$	5,410	\$	5,572
Asst-CHS	0.11015		4,406	\$	4,571	\$	4,709
Eighth	0.0798	-	3,192	\$	3,312	\$	3,411
Seventh	0.0798		3,192	\$	3,312	\$	3,411
Cross Country - Boys							
Head	0.11015	\$	4,406	\$	4,571	\$	4,709
Cross Country - Girls							· · · · · · · · · · · · · · · · · · ·
Head	0.11015	\$	4,406	\$	4,571	\$	4,709
Cross Country					·		
Middle School	0.10415	\$	4,166	\$	4,322	\$	4,452
		<u> </u>		<u> </u>		<u> </u>	

		202	22-2023	202	23-2024	202	4-2025
Golf - Boys					2021		7. 2020
Head	0.10005	\$	4,002	\$	4,152	\$	4,277
Golf - Girls		-	.,	7	.,	7	- ,—
Head	0.10005	\$	4,002	\$	4,152	\$	4,277
Baseball		\$	-	\$	-		,
Head	0.13035	\$	5,214	\$	5,410	\$	5,572
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Middle School	0.0798	\$	3,192	\$	3,312	\$	3,411
Softball							
Head	0.13035	\$	5,214	\$	5,410	\$	5,572
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Middle School	0.0798	\$	3,192	\$	3,312	\$	3,411
Soccer - Boys							
Head	0.13035	\$	5,214	\$	5,410	\$	5,572
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Soccer - Girls							
Head	0.13035	\$	5,214	\$	5,410	\$	5,572
Assistant	0.11015	\$	4,406	\$	4,571	\$	4,709
Volleyball		\$	-	\$	-		
Head	0.12025	\$	4,810	\$	4,990	\$	5,141
Asst.	0.11015	\$	4,406	\$	4,571	\$	4,709
Eighth	0.0798	\$	3,192	\$	3,312	\$	3,411
Seventh	0.0798	\$	3,192	\$	3,312	\$	3,411
Trojets							
Head	0.09595	\$	3,838	\$	3,982	\$	4,102
Cheer							
High School	0.09595	\$	3,838	\$	3,982	\$	4,102
High School Asst.	0.0898	\$	3,592	\$	3,727	\$	3,839
Middle School	0.07965	\$	3,186	\$	3,305	\$	3,405
Pom Squad							
Middle School	0.07965	\$	3,186	\$	3,305	\$	3,405
Scholastic Bowl							
High School	0.06975	\$	2,790	\$	2,895	\$	2,982
Middle School	0.05965	\$	2,386	\$	2,475	\$	2,550
Yearbook							
Sponsor	0.11015	\$	4,406	\$	4,571	\$	4,709

		202	22-2023	20	23-2024	20	24-2025
Speech - Individual							
Head	0.11015	\$	4,406	\$	4,571	\$	4,709
Asst.	0.0798	\$	3,192	\$	3,312	\$	3,411
Speech - Group							
Head	0.05965	\$	2,386	\$	2,475	\$	2,550
Student Council							
High School	0.11015	\$	4,406	\$	4,571	\$	4,709
Middle School	0.0798	\$	3,192	\$	3,312	\$	3,411
Newspaper							
High School	0.10005	\$	4,002	\$	4,152	\$	4,277
Middle School	0.0798	\$	3,192	\$	3,312	\$	3,411
Tennis - Boys							
High School	0.10005	\$	4,002	\$	4,152	\$	4,277
Tennis - Girls							
High School	0.10005	\$	4,002	\$	4,152	\$	4,277
Trainer							
High School	0.24665	\$	9,866	\$	10,236	\$	10,544
Band							
High School	0.13035	\$	5,214	\$	5,410	\$	5,572
Middle School	0.08995	\$	3,598	\$	3,733	\$	3,845
Chorus							
High School	0.08995	\$	3,598	\$	3,733	\$	3,845
Middle School	0.05965	\$	2,386	\$	2,475	\$	2,550
Musical							
High School	0.13035	\$	5,214	\$	5,410	\$	5,572
Middle School	0.05965	\$	2,386	\$	2,475	\$	2,550
Flags							
High School	0.0795	\$	3,180	\$	3,299	\$	3,399
Wrestling							
Head Coach	0.13035	\$	5,214	\$	5,410	\$	5,572
Swimming - Boys							
Head Coach	0.13035	\$	5,214	\$	5,410	\$	5,572
Swimming - Girls							
Head Coach	0.13035	\$	5,214	\$	5,410	\$	5,572

Coaches whose multipliers during the 2018-2019 school year that are higher than those listed above for their respective assignments will receive a stipend amount based upon the multiplier used for the 2018-2019 school year.

APPENDIX C: Grievance Report Form

A. Grievant			
B. School or Building			
C. Step			
*D Signature	Date		Title
1)			
2)			
3)			
4)			
5)			
*Provide signature, date, and title a	as applicable to pro	cedure.	
	Grievant	Date	
Resolved			
Not Resolved			

APPENDIX D: Form for Proposing Athletic/Extra-Curricular/Co-Curricular Positions

Nature of extra duty request:

1.

2.	Justification for extra duty request:						
	A.	Students impacted					
	B.	Impact on fa	mpact on facilities usage:				
	C.	Impact on ex	npact on existing programs:				
	D.	Long-term in	mpact of the requ	est:			
3.		eral job responsibilities of the position including projected time spent lling the positions.					
	ture of ster:			_Date:			
Princip signat				Date:			
Action on request:		quest:	Accept:	[Reject:		
Rationale for action:							
Super	intend	ent's signatur	re:				
Action on request:		quest:	Accept:	.ccept:Reject:			
Ration	nale for	action:					
Board action:			Accept:		Reject:		
Requestor wishes to present the proposal to the board: Yes No							

APPENDIX E: Policy for Receiving Days from the Sick Leave Bank

- When a teacher is in need of days from the sick leave bank, he/she will give written notice to a building representative and the CEA President, including a statement as to the number of days needed and the reason for which the day(s) are needed.
- 2. The building representative will then put written notice and sick leave donation forms in all teachers' mailboxes in that building. These will be put in all teachers' mailboxes. All days received will be forwarded to the CEA President.
- 3. If enough days are not received, then the CEA President will send out a request to building representatives in all buildings. These will be put in all teachers' mailboxes. All days received will be forwarded to the CEA President.
- 4. All necessary donated days will be sent to the Central Office. Any days in excess of the number requested will be returned to the teacher who donated them. The Central Office will send written notification to teachers when the donated days are deducted.
- 5. The Central Office will credit the individual with the appropriate number of donated days. If the proper number of days is not received, the Central Office may approve unpaid sick leave for a teacher who provides written proof of illness from a physician to start punitive action if such notice is not available.

Applicable Contract language: Article XVI, Section A - Sick Leave

Memorandum of Understanding: Continuum of Services

The parties to this Memorandum of Understanding hereby agree as follows:

- 1. The parties are committed to improving the continuum of services in all of Charleston Schools, specifically including the inclusive options for students who receive special education services in every school building.
- 2. The parties know and understand that as Charleston implements such a program, and as a part of improving the program, issues can arise and must be addressed in order to provide appropriate services to children.
- 3. The parties believe it is an essential component to improving the continuum of services that teachers are encouraged to share any problems or issues that arise, and therefore:
 - a. Each building shall have a process for problem-solving as the program moves forward to provide a meaningful forum to address strengths and weaknesses of the program.
 - b. After review by the individual building, a problem or issue may be brought to the Association/Administration meeting.

Jina Ulinings For the Association	Lonall L- Milling For the Board
TOT THE ASSOCIATION	Tof the board
Dated: 5/27/10	Dated: <u>5/21/2010</u>

Memorandum of Understanding: PERA Conformance with the Performance Evaluation Reform Act

- A. The current evaluation plan as modified by Article XIII and incorporating a 4 point scale, shall be placed in practice until the 2016-2017 school year unless, following the steps identified in this section, the parties mutually agree to implement a PERA qualified plan or part of such plan at an earlier date.
- B. No later than 3 months following the ratification of this contract, the parties shall constitute a Pre-PERA Committee. The purpose of this committee is to perform the development work required for the implementation of a PERA-qualified evaluation program.
 - 1. The Pre-PERA Committee shall consist of 14 members composed of an equal number of members representing the Board the Association. The Board and Association may bring additional consultants or personnel to Committee meetings, but such individuals shall not participate in the decision-making process.
 - 2. Decisions by the Pre-PERA Committee shall be based on a consensus of the members of the committee.
 - 3. The Committee will consider, study and develop for recommendation to the PERA committee, evaluation tools and procedures to be used under the PERA program. This will include multiple measures of assessment, including the student growth of the evaluation plan and other such evaluative tools as are appropriate under the PERA guidelines. The Pre-PERA Committee shall make a report of its actions and recommendations to the Board and Association no later than 200 days prior to the start of the 2016-2017 school year.
- C. No later than 180 days prior to the first day of the 2016-2017 school year, the parties shall constitute a PERA Committee in conformance with PERA. The purpose of the Committee will be to attempt to reach agreement on the adoption and implementation of a PERA-qualified evaluation plan.
 - 1. The PERA Committee shall consist of 14 members composed of an equal number of members representing the Board and Association. The Committee will have the option of selecting facilitators to assist it in its decision-making process. The Board

- and Association may bring additional consultants or personnel to Committee meetings, but such individuals shall not participate in the decision-making process.
- 2. Decisions by the PERA Committee shall be based on a consensus of the members of the committee. If the PERA Committee cannot reach consensus, then the District will implement the components of the State Plan for which consensus has not been reached, that was designed by the State's Performance Evaluation Advisory Council, in the 2016-2017 school year.
- 3. The Committee will finalize the design, evaluation tools and procedures to be used under the PERA program. This will include tools for the evaluation of teacher effectiveness, inclusion of a growth model, and other such evaluative tools as are appropriate under the PERA guidelines. Upon installation of a PERA-qualified plan, the Committee shall have the responsibility of monitoring the effectiveness of the plan and recommending adjustments to the Board and Association. The Committee can also obtain and provide training to employees on aspects of the plan.
- 4. The PERA Committee shall make a preliminary report to the Board and Association no later than 90 days prior to the start of the 2016-2017 school year indicating the likelihood of reaching consensus on a District plan. It shall make a report on the planned implementation no later than the first school day of the 2016-2017 school year. The Committee shall make a report no less than once per year following implementation with recommendations for adjustments to the plan.
- D. Unless defined differently by the Pre-PERA or PERA Committee(s), "consensus" in this Memorandum of Understanding means at least 12 of 14 members are in agreement.