

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**BOARD OF EDUCATION OF  
MIDWEST CENTRAL COMMUNITY UNIT SCHOOL DISTRICT No. 191**

**and**

**MIDWEST CENTRAL EDUCATION ASSOCIATION IEA/NEA**

**July 1, 2019 – June 30, 2022**

## TABLE OF CONTENTS

<b>ARTICLE I RECOGNITION</b> .....	1
1.1 Included Positions .....	1
1.2 Exclusive Bargaining Agent .....	1
1.3 No Discrimination to Union.....	1
<b>ARTICLE II ASSOCIATION RIGHTS</b> .....	1
2.1 Use of District Facilities .....	1
2.2 School Board Agenda .....	2
2.3 Dues Deduction.....	2
2.4 New Employee Information.....	2
2.5 Association Meetings.....	2
2.6 Association Leave .....	2
2.7 District Leadership Team.....	2
2.8 Collective Bargaining Agreement Distribution .....	3
<b>ARTICLE III EMPLOYEE RIGHTS AND CONDITIONS</b> .....	3
3.1 Employee Discipline .....	3
3.2 Personnel Files .....	3
3.3 Student Discipline .....	3
ESP.....	3
CERTIFIED .....	3
3.4 Vacancies .....	4
3.5 Early Dismissal/Late Start/Emergency Schedule .....	4
ESP.....	4
CERTIFIED .....	4
3.6 School Calendar .....	4
3.7 Duty-Free Lunch.....	4
ESP.....	4
CERTIFIED .....	5
3.8 Dispensing Medication .....	5
3.9 Hepatitis B Shots.....	5
3.10 Complaints .....	5
3.11 Inclusion, RtI, MTSS and PBIS .....	5
CERTIFIED .....	5
ESP ONLY (3.12-3.16).....	5
3.12 Probation .....	5
3.13 Work Year and Day by Classification .....	5
3.13.1 Nine Month Employees .....	5
3.13.2 Ten Month Employees .....	6
3.13.3 Eleven Month Employees .....	6
3.13.4 Twelve Month Secretaries, Bookkeepers, Receptionists6 Technology Director .....	6
3.13.5 School Nurse .....	6
3.13.6 Custodians.....	7
3.13.7 Part Time Employees .....	7
3.14 Overtime .....	7
3.15 Temporary Employees and Substitutes.....	7

A. Temporary Employees .....	7
B. Substitution.....	7
3.16 Classification Changes.....	7
3.17 Involuntary Transfers.....	8
A. Involuntary Transfers.....	8
ESP.....	8
CERTIFIED .....	8
B. Appeal Procedure .....	8
Level 1 .....	8
Level 2 .....	8
Level 3 .....	8
CERTIFIED (3.18-3.22).....	9
3.18 Work Year and Day .....	9
3.19 Teaching Assignments.....	9
3.20 Preparation Time.....	9
3.21 Class Load/Size.....	9
3.22 Academic Freedom .....	9
<b>ARTICLE IV EVALUATION (CERTIFIED ONLY) .....</b>	<b>10</b>
<b>ARTICLE V LEAVES .....</b>	<b>11</b>
5.1 Sick Leave.....	11
ESP.....	11
CERTIFIED .....	11
CERTIFIED AND ESP .....	12
5.2 Personal Leave.....	12
CERTIFIED AND ESP .....	12
5.3 Emergency Leave.....	12
5.4 Childcare Leave .....	12
ESP.....	12
5.5 Unpaid Leave of Absence.....	13
ESP.....	13
CERTIFIED .....	13
5.6 Sick Leave Bank .....	13
ESP ONLY (5.7).....	14
5.7 Compulsory Appearances .....	14
5.8 Family and Medical Leave Act.....	14
CERTIFIED ONLY (5.9-5.11).....	15
5.9 Jury Duty.....	15
5.10 Professional Leave.....	15
5.11 Doctors Appointments .....	15
<b>ARTICLE VI REDUCTION IN FORCE, SENIORITY AND RECALL .....</b>	<b>16</b>
ESP ONLY (6.1-6.6).....	16
6.1 Seniority, Notice and Categories .....	16
6.2 Seniority List.....	16
6.3 Recall, Notice and Rejection.....	16
6.4 Recall to Other Category or Lesser Position.....	17
6.5 No Benefits During Layoff; Reinstatement of Benefits Upon Recall .....	17

6.6	Personal Assistant to Students .....	17
	CERTIFIED ONLY (6.7-6.12) .....	17
6.7	Seniority Definition .....	17
6.8	RIF List and Dismissal of Non-Tenured Teachers .....	17
6.9	Employees Subject to Recall .....	17
6.10	Recall Period, Notice, Rejection of Recall .....	17
6.11	Seniority and RIF Lists .....	18
6.12	Ties to Seniority .....	18
<b>ARTICLE VII COMPENSATION AND FRINGE BENEFITS .....</b>		<b>18</b>
7.1	Insurance .....	18
7.2	Wage Rates/Salary Schedule .....	19
	ESP .....	19
	CERTIFIED .....	19
7.3	Electronic Payroll Deposit .....	20
	ESP .....	20
7.4	Payroll Deductions .....	20
7.5	Commuter Pay .....	20
7.6	Tuition/Workshop Reimbursement and Education Advancement .....	20
	ESP .....	20
	CERTIFIED .....	20
7.7	Flexible Benefit Plan .....	21
	ESP ONLY (7.8-7.11) .....	21
7.8	Holidays .....	21
7.9	Vacation .....	21
7.10	IMRF Contributions .....	22
7.11	Retirement Bonus .....	22
	ESP AND CERTIFIED .....	22
7.12	Horizontal Movement on Salary Schedule .....	22
	ESP .....	22
	CERTIFIED .....	22
	CERTIFIED ONLY (7.13-7.19) .....	23
7.13	Vertical Advancement on the Salary Schedule .....	23
7.14	Overload Pay .....	23
7.15	Professional Credit .....	23
7.16	Summer School .....	23
7.17	Initial Placement on Salary Schedule .....	23
7.18	Teacher Substitution .....	23
7.19	Early Retirement Incentive .....	24
<b>ARTICLE VIII GRIEVANCE PROCEDURE .....</b>		<b>25</b>
8.1	Definition .....	25
8.2	Grievance Steps .....	26
	8.2.1 Step 1 .....	26
	8.2.2 Step 2 .....	26
	8.2.3 Step 3 .....	26
	8.2.4 Step 4 .....	26
8.3	Waiver of Claims Not Raised .....	26
8.4	By-Pass of Steps .....	26

8.5 Association Representative .....	26
8.6 No Reprisals .....	27
8.7 Grievance Records .....	27
8.8 Withdrawal of Grievance .....	27
8.9 Fees and Expenses .....	27
<b>ARTICLE IX MISCELLANEOUS</b> .....	<b>27</b>
9.1 No Strike/No Lockout .....	27
9.2 Complete Understanding .....	27
<b>ARTICLE X DURATION</b> .....	<b>28</b>

## **ARTICLE I**

### **RECOGNITION**

#### **1.1 Included Position**

The Board of Education of Midwest Central Community Unit School District No. 191 (hereinafter referred to as the “Board” or “Employer”), recognizes the Midwest Central Education Association-IEA/NEA (hereinafter referred to as the “Association”), as the sole and exclusive negotiating agent for all regularly employed certificated employees of the District including, but not limited to, the school psychologist and social worker and all full-time and regularly employed part-time non-certified support educational employees of District 191, excluding the Superintendent, Principals, the Superintendent’s secretary; and all supervisors, managerial employees and confidential employees as defined in the Act.

#### **1.2 Exclusive Bargaining Agent**

The Employer agrees not to negotiate with any other organization, group of employees or individual members of the bargaining unit with regard to wages, hours or working conditions.

#### **1.3 No Discrimination to Union**

No member or non-member of the Association shall be discriminated against, interfered with, restrained or coerced by the Board, agents of the Board or the Administration for any purpose or in any respect by reason of membership or non-membership in the Association or for participation in negotiations, grievances, legal or quasi-judicial proceedings or organizational endeavors.

## **ARTICLE II**

### **ASSOCIATION RIGHTS**

#### **2.1 Use of District Facilities**

- a. The Association shall have the right to use employee mailboxes, e-mail, and interschool mail service for communication with members of the bargaining unit.
- b. The Association shall have the right to reasonable use of school equipment, such as computers, typewriters and copying machines, on school premises and shall be responsible for reimbursing the District the actual cost for materials and supplies used in the operation of this equipment.
- c. The Association shall have the right to post official notices of its activities or services on designated bulletin boards.
- d. The Association shall have the right to reasonable use of school buildings for Association meetings, providing that such facilities are available, prior reasonable notice has been given to the building principal, there is no interruption of the educational program or interference with District use, and the Association reimburses the District for any additional costs incurred as the result of the Association’s use of the facilities.

- e. Authorized representatives of the Association shall be permitted to transact Association business on school property during lunch or after the normal employee workday, providing that such activities shall not interfere with or interrupt normal school operations and those representatives who are not District #191 employees shall make their presence known to the building principal.

## **2.2 School Board Agenda**

The Board shall provide the Association President or his/her designee a copy of the School Board agenda, previous meeting minutes and budget information, and all proposed action items as soon as it is available to the Board.

## **2.3 Dues Deduction**

The Employer shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee-executed authorization for the continuing dues deduction. The authorization shall remain in effect from year to year, except that the employee may, by written notification, revoke it between September 1 and September 15 of any year. All dues deducted by the Employer shall be remitted to the Association no later than ten (10) days after such deductions are made.

## **2.4 New Employee Information**

The Association President(s) shall be provided names, addresses, contact telephone numbers and work sites of all new bargaining unit employees as soon as available, unless the employee requests confidentiality of address and telephone number within five (5) days of official hire date.

## **2.5 Association Meetings**

The Association shall be allotted time during all staff meetings to make announcements.

The Administration will avoid scheduling meetings on days already scheduled for Association meetings, except for emergencies.

## **2.6 Association Leave**

Designated representatives of the Association shall be released, without loss of pay, to attend local, state, or national Association conferences or to conduct Association business to a maximum aggregate of eight (8) days per school year. After utilization of an aggregate of three (3) days of Association leave, the Association will pay for the cost of substitutes, if employed, for the remaining aggregate five (5) days. Notification from the Association regarding proposed use of Association days shall be provided to the Administration at least one (1) week in advance. Days may be taken in one-half (1/2) day increments with no more than three (3) employees using association leave on the same day.

## **2.7 District Leadership Team**

Using the shared decision making model, the District Leadership Team will meet monthly to discuss school improvement initiatives. The team will consist of a parent, a school board member, the Superintendent, along with one administrator and one teacher from each building. The MCEA Presidents are invited to attend meetings along with other MCEA members who may be necessary to discuss any particular pending issues. At the first meeting of the year, the committee will establish the procedures under which they will operate.

## **2.8 Collective Bargaining Agreement Distribution**

Once the collective bargaining agreement is finalized, duplicate copies will be signed by the Board President and Association Presidents. The Board and Association shall each receive one original copy of the agreement. The Board shall post a copy of the signed agreement on the District website.

### **ARTICLE III**

#### **EMPLOYEE RIGHTS AND CONDITIONS**

##### **3.1 Employee Discipline**

Non-probationary support staff shall not be discharged, disciplined, or reprimanded without just cause.

Except for dismissal of a tenured teacher, non-renewal of a non-tenured teacher, or non-renewal of a coaching or extra-duty assignment, no teacher shall be disciplined nor issued a written reprimand without just cause.

The Board and Administration shall apply progressive discipline, when appropriate. At any meeting where an employee is reprimanded, disciplined, or an investigation is conducted which could lead to same, the employee has the right to have an Association representative present.

##### **3.2 Personnel Files**

Each employee shall have the right, upon request, to review and make copies of the contents of his/her personnel file, except for documents excluded from review by law. The Administration may establish reasonable rules relevant to the review and copying of the personnel file, including a requirement that such review and copying be in the presence of a District representative. At the employee's request, a representative of the Association may accompany the employee in the review. An employee shall receive a copy of any entry to the file. The employee may place written responses to any material into his/her file.

##### **3.3 Student Discipline**

###### **ESP**

A support personnel employee who is performing a supervisory duty shall have authority to administer appropriate discipline consistent with Board policy.

###### **CERTIFIED**

Although the teacher bears the primary responsibility for maintaining proper control and discipline in the classroom, it is the responsibility of the Board and the Administration to provide the teacher with support and assistance with respect to maintaining control and discipline of students. To this end, students dismissed from a teacher's class for disciplinary reasons shall be sent to the administrator's office for action pursuant to the District's discipline policy as age appropriate and as appropriate for the circumstances.



Each building with one Administrator shall have an Administrative Designee who shall act in place of the administrator when there is no administrator in the building. This position shall be compensated as indicated on Schedule B.

### **3.4 Vacancies**

All vacancies or newly created positions within the bargaining unit shall be posted in the teachers' lounge in each building for a period of at least five (5) work days prior to filling the vacancy. Vacancy notices shall be emailed to all employees. Qualified current employees making timely application shall receive careful, serious consideration. Part time employees may request and apply for full time vacant positions.

Qualified sponsors/coaches shall be sought each year to fill vacant extra duty assignments as set forth in Appendix B. Current staff members shall be given first consideration before volunteer sponsors/coaches from outside the school are sought to fill vacancies. This does not preclude the Board from assigning a position to a person who is not currently an employee. No employee will be involuntarily assigned to any extra duty assignment for more than two years in a row. Nor shall he/she be required to assume more than two (2) extra duty assignments per year.

### **3.5 Early Dismissal/Late Start/Emergency Schedule**

#### **ESP**

On days when school is started late or dismissed early due to inclement weather/disaster/emergency, employees shall suffer no loss of pay. When students are dismissed early for these conditions, employees will be dismissed no later than ½ hour after students are dismissed, provided students are not left unattended. Secretaries shall not be required to report for work on announced snow/emergency/disaster days and shall suffer no loss of pay as a result. Custodians shall report for work on announced snow/emergency/disaster days unless otherwise directed.

#### **CERTIFIED**

On emergency schedules and on the day before a holiday, teachers may leave immediately following departure of student buses.

### **3.6 School Calendar**

The Administration shall consult with the Association concerning the school calendar prior to Board approval.

### **3.7 Duty-Free Lunch**

#### **ESP**

Within the work day, full time employees shall have at least a thirty (30) minute, unpaid duty free lunch.

Part time employees working more than five (5) hours per day shall be entitled to a 30-minute duty-free lunch break included in the workday.

## **CERTIFIED**

Within the work day, full time employees shall have at least a thirty (30) minute duty free lunch.

### **3.8 Dispensing Medication**

Except for school nurses, no bargaining unit employee shall be required to dispense medication or perform medical procedures on students. Whenever members volunteer to assist a student either in dispensing medication or performing medical procedures, the District will provide training.

### **3.9 Hepatitis B Shots**

Hepatitis B shots shall be provided for Special Education Staff (aides and teachers), on a voluntary basis, at no cost to the employee. Other staff members who feel at risk shall need approval of the Superintendent.

### **3.10 Complaints**

Should any serious complaint or concern be raised, at any time, by a student(s) or parent(s), the employee shall be promptly informed regarding the matter and, shall be given an opportunity to rectify the matter prior to administrative intervention or action unless confidentiality is necessary or the serious nature of the alleged complaint or concern makes this impossible.

### **3.11 Inclusion, RtI, MTSS and PBIS**

## **CERTIFIED**

Inclusion, RtI and MTSS. The parties acknowledge that as they gain more experience with inclusion and RtI, and as federal and state laws and regulations relevant to inclusion and RtI become more definitive, upon demand, each party shall have a duty to bargain their impact.

PBIS. The PBIS Committee members will be appointed by the building administrators and will meet two (2) times per month to implement and maintain PBIS initiatives throughout the District. Members of the Committee shall be compensated in accordance with Schedule B.

## **ESP ONLY (3.12-3.16)**

### **3.12 Probation**

All new support staff employees of this bargaining unit shall serve a six (6) calendar month probationary period.

### **3.13 Work Year and Day by Classification**

#### **3.13.1 Nine Month Employees**

Full time employees in the above category shall work the same days as the teachers' pupil contact days for 7 ½ hours per day.

Full time employees in the above category shall be entitled to one 15 minute work break in the morning and in the afternoon.

Full time employees in the above category may be required to attend after-school meetings or events if an Administrator determines such attendance is reasonably necessary.

### 3.13.2 Ten Month Employees

Full time employees in the above category shall work 200 days for 7 ½ hours per day.

Full time employees in the above category shall be entitled to one 15 minute work break in the morning and in the afternoon.

Full time employees in the above category may be required to attend after-school meetings or events if an Administrator determines such attendance is reasonably necessary.

### 3.13.3 Eleven Month Employees

Full time employees in the above category shall work 8 hours per day. All employees in the above category shall work 220 days per year. Full time employees in the above category shall be entitled to one 15 minute work break in the morning and in the afternoon.

Full time employees in the above category may be required to attend after-school meetings or events if an Administrator determines such attendance is reasonably necessary.

### 3.13.4 Twelve Month Secretaries, Bookkeepers, Receptionists, Technology Director

Full time employees in the above categories shall work 8 hours per day. All employees in the above categories shall work 236 days per year.

Full time employees within these categories shall be entitled to one 15 minute work break in the morning and in the afternoon.

Full time employees in the above categories may be required to attend after-school meetings or events if an Administrator determines such attendance is reasonably necessary.

### 3.13.5 School Nurse

The school nurse shall work the same attendance days as district teachers for 7.5 hours per day.

Full time school nurses shall be entitled to one 15 minute work break in the morning and in the afternoon.

Full time school nurses may be required to attend after-school meetings or events if an Administrator determines such attendance is reasonably necessary.

### 3.13.6 Custodians

Full time employees in the above category shall work 8 hours per day. The regular work schedule for custodians is Monday through Friday, except observed legal school holidays (See 8.8.1).

Full time employees in the above category shall be entitled to one 15- minute work break during the first four (4) hours of their work day and one 15-minute break during the remainder of their shift.

### 3.13.7 Part Time Employees

Part time employees working more than three (3) hours per day shall be entitled to one 15-minute work break.

Part time instructional assistants will be paid from the 0-29 college hour column of Appendix A regardless of how many college hours they have earned.

## **3.14 Overtime**

Overtime shall be time worked performing bargaining unit work beyond 40 hours per week. Approval for working overtime shall be made prior to the work being performed except for emergencies, in which case, approval shall be sought as soon as practical. It shall be paid at one and one-half times the regular rate of pay, unless the supervisor and employee agree to compensatory time, which shall also be at the rate of one and one-half for each hour worked beyond 40.

## **3.15 Temporary Employees and Substitutes**

### A. Temporary Employees

A temporary employee, except for those working in order to fill a vacancy created by a long-term illness or leave, will become a full-time employee after two months of work. At that time, they are entitled to all salary, fringe benefits and rights provided by the contract.

### B. Substitution

When required to sub in a certified position, employees shall be paid the greater of their daily rate of pay and the usual rate for a substitute teacher. When required to sub in a non-certified position, employees shall be paid at the higher of the two wage rates. Employees who substitute for teachers' aides will compare their own wage rate with the teacher aide base rate in the column corresponding to their own educational attainment.

## **3.16 Classification Changes**

Non-certified employees who change job classifications within the district will be given partial experience credit in the new position for prior district work experience. Specifically, employees will be credited with ½ year of credit in the new position (rounded down to the nearest whole year) for each year of full service in the district. The maximum amount of experience credit shall be four years for employees with eight or more full years of service in the district.

### **3.17 Involuntary Transfers**

#### A. Involuntary Transfers

##### **ESP**

Should the District need to involuntarily transfer employees from building to building, the District shall seek volunteers first. If there are no volunteers, involuntary transfers shall be based on the following criteria in the following order: (1) Qualification; (2) Ability; (3) Education; and (4) District Seniority.

##### **CERTIFIED**

Should the District need to involuntarily transfer employees, the District shall seek volunteers first. Volunteers shall be considered and utilized unless the Administration determines that special skills, talent, qualification, or emergency circumstances indicate another selection is warranted. If there are no volunteers, involuntary transfers shall be based on the following criteria in the following order:

(1) Qualifications and Certifications, (2) Graduate Hours Earned in Subject and Advanced Degrees Held, (3) District Seniority, (4) Previous Teaching Experience in Subject Area, (5) Classroom Management Skills.

#### B. Appeal Procedure

##### Level 1

Should an employee disagree with his/her involuntary transfer, he/she may appeal the District's decision within ten (10) days after the decision to the employee's respective building principal. The building principal shall hear the appeal within ten (10) days from the employee's written appeal and shall render his/her decision within ten (10) days of the level 1 meeting.

##### Level 2

If the employee disagrees with the level 1 decision, he/she may appeal the building principal's decision to the Superintendent of Schools who will schedule a level 2 meeting. Such written appeal must be made within ten (10) days of the level one answer. The Superintendent will schedule a meeting within ten (10) days of the written appeal of the employee. The Superintendent will have ten (10) days from the level 2 meeting to issue his/her decision.

##### Level 3

If the employee disagrees with the level 2 decision, he/she may appeal the Superintendent's decision to the Board of Education who will hear the appeal at its next regularly scheduled board meeting. The Board of Education will render its decision within ten (10) days of the level 3 meeting. The Board of Education's decision shall be final and not subject to the grievance procedure.

## **CERTIFIED (3.18-3.22)**

### **3.18 Work Year and Day**

- A. The employee work year shall be one hundred eighty (180) days per year of which five (5) may be used for institute, conference, in-service, or parent conference days.

If digital or alternate learning days are used for student attendance days, the District and Association will bargain the impact.

- B. The employee work day shall not regularly exceed seven and one-half (7 ½) hours per day. The administration may determine the routine beginning and ending times. However, within the 7 ½ work hours, an employee may flex his/her beginning and ending times providing he/she (1) arrives at least fifteen (15) minutes before and remains at least fifteen (15) minutes after student contact hours; (2) “signs in and signs out.” Employees may be required to attend meetings at other times and to return to school for professional duties. The Administration and the Association agree that this will occur on an infrequent basis.

### **3.19 Teaching Assignments**

Employees shall be notified of their tentative assignments for the forthcoming year prior to May 1 of the school year. If a change in assignment is made after May 1, the employee will be promptly notified and permitted to be released from his/her contract upon the employee’s request.

### **3.20 Preparation Time**

Each full time teacher shall have a minimum of 350 minutes, exclusive of lunch and travel time, during a normal work week for preparation, to provide individual assistance to students, and for other professional duties other than the traditional classroom instruction. The parties recognize the importance of uninterrupted planning time for the effective preparation of lessons and, accordingly, the Board shall endeavor to provide each teacher with at least one 30-minute consecutive block of time per day, where practicable.

### **3.21 Class Load/Size**

- A. The Board shall use its best efforts to equitably distribute class loads within each department.
- B. Both parties to the agreement recognize the importance of attempting to maintain reasonable class size levels, with an emphasis upon smaller class sizes at the primary grades. Subject to financial constraints and all other pertinent factors, the parties shall continue to strive for the class size levels that are in the best interests of all the students in the District.

### **3.22 Academic Freedom**

Employees shall, subject to administrative approval and consistent with Board policies, be free to explore a variety of supplemental methods, materials, and information in the instruction or guidance of students.

**ARTICLE IV**  
**EVALUATION**  
**(CERTIFIED ONLY)**

The parties acknowledge that the purposes of evaluation of employees are to maintain and improve performance and to identify excellence and, if and when necessary, to document deficiencies and offer constructive prescription. Evaluators shall strive for consistency and attempt to make the evaluation process positive and non-threatening.

On the first day of school, the school district shall provide a written notice to all teachers subject to evaluation that school year. The notice shall include:

- A copy of the rubric to be used to rate the teacher to determine performance evaluation rating
- A summary of the manner in which measures of student growth and professional practice relate to the performance rating
- A summary of the district's procedures related to the provision of professional development in the event the teacher receives a "need improvement" or remediation in the event a teacher receives an "unsatisfactory" rating

All non-tenured employees shall be evaluated at least once each year. There will be a minimum of three (3) observations each year, of which at least two (2) must be formal classroom observations of at least forty-five (45) minutes, one complete lesson, or one class period in length. The formal classroom observation process will begin no sooner than thirty (30) days after the school year begins and culminate no later than sixty (60) calendar days prior to the end of the school year. After each formal classroom observation, the evaluator will, within ten (10) work days, meet with the employee being evaluated to discuss the observation. A summary of the observation shall be put in writing and a copy given to the employee.

Tenured employees who received either an excellent or proficient performance rating in his/her last evaluation will be evaluated at least once every two (2) years. There will be at least two (2) observations, of which one (1) must be a formal observation of at least forty-five (45) minutes, one complete lesson, or one class period in length. The formal classroom observation process will begin no sooner than twenty (20) calendar days after the school year begins and culminate no later than fifteen (15) calendar days prior to the end of the school year. After each formal classroom observation, the evaluator will, within ten (10) work days, meet with the employee being evaluated to discuss the observation. A summary of the observation shall be put in writing and a copy given to the employee.

Any tenured teacher rated "Needs Improvement" or "Unsatisfactory" must be evaluated in the school year following such rating. A minimum of three (3) observations shall be required, of which two (2) must be formal observations of at least forty-five (45) minutes, one complete lesson, or one class period in length.

In addition to formal classroom observations, evaluators will perform informal observations. Informal observations may be announced or unannounced.

The final summative evaluation conference shall be held no later than ten (10) calendar days prior to the end of the school term. In the post evaluation conference, the teacher shall have the opportunity to raise questions and present evidence which may be noted in the teacher's rebuttal. The final summative evaluation shall be

a written summary of the employee’s performance, excluding co-curricular assignments identified in Schedule B. Employees may attach comments or rebuttals to any of the contents in the summative evaluation. An objective overall rating shall be given. An overall rating of unsatisfactory shall require a remediation period pursuant to 24A of the School Code.

The evaluation instrument shall be developed by the parties as provided by applicable law.

Coaching assignments identified in Appendix B shall be evaluated annually no later than thirty (30) days following the end of the team’s season pursuant to a plan and instrument as jointly developed by the parties.

## **ARTICLE V**

### **LEAVES**

#### **5.1 Sick Leave**

##### **ESP**

Each employee who is scheduled to work each normal work day shall be granted fifteen (15) days of sick leave per year without loss of pay, credited on the first day of the school year, accumulating to two hundred forty (240) days, excluding days credited for the current school year. Employees who are regularly scheduled to work only part of the normal work day shall be paid the number of hours which they are regularly scheduled to work. Employees who begin work after the first day of the work year for their position or who work only a portion of the year will be granted a pro-rated number of days of sick leave, based upon the days scheduled to work. Employees who are not regularly scheduled to work each normal work day shall not qualify for sick leave. Employees who are not regularly scheduled to work each normal work day shall have the right to work another unscheduled day in place of a day on which they were absent due to sickness, with administrative approval.

In addition to the reasons qualifying for use of sick leave set forth in the School Code, two (2) days of sick leave may be utilized in the event of death of a close personal friend or member of the extended family. Additional days may be granted by the Superintendent for extraordinary circumstances.

Eleven (11) month employees may utilize one (1) sick leave day per year as a personal day.

##### **CERTIFIED**

Full time teachers will be granted the following amounts of paid sick leave on the first day of the school year, based upon placement on the salary schedule:

0-25 years	13 days
26-30 years	25 days
31-35 years	30 days

Employees who begin work after the first day of the work year or who work only a portion of the year will be granted a pro-rated number of days of sick leave, based upon the days scheduled to work.

Unused sick days may accumulate to three hundred fifty-five (355) days.



In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed or modification or interpretations indicate that the provision of sick leave herein is unlawful or will result in either employer or member penalties or other amounts due to TRS, this provision shall be null and void and the parties shall renegotiate this subsection (5.1).

In addition to the reasons for qualifying for use of sick leave set forth in the School Code, two (2) days of sick leave may be utilized in the event of death of a close personal friend or a member of the extended family. Additional days may be granted by the Superintendent for extraordinary circumstances.

### **CERTIFIED AND ESP**

#### **5.2 Personal Leave**

Each employee shall be entitled to two (2) days annually for personal leave equal in length to the length of the employee's work day. Each employee will have the option of rolling over one unused personal leave day to accumulate up to three (3) days. Any remaining unused personal leave will be added to sick leave. A written application for personal leave shall be made to the employee's immediate supervisor. Advance notice of personal leave shall be given as early as possible in advance of the requested leave, and, except in emergency situations, shall be at least four (4) days prior to the days of the leave.

Personal leave days may not be taken during the first or last five (5) days of school, on days when final examinations are scheduled, or on the first working days preceding or following the Christmas and spring breaks, except for emergencies or for special circumstances as approved by the Superintendent. A travel emergency qualifies for personal leave, provided the employee communicates his/her request prior to the beginning of the school day of the absence. Consideration of a late request will be given if the communication is truly impossible. Recreational uses shall not constitute special circumstances. Special circumstances may include weddings, graduations, or other important events occurring on a specific day beyond the control of the employee. No more than three (3) employees from the same category within the District may be granted personal leave for the same day unless approved by the Superintendent for special circumstances; a fourth teacher may be granted a personal leave for the same day if no substitute is required.

### **CERTIFIED AND ESP**

#### **5.3 Emergency Leave**

Up to two (2) days of paid leave per year may be used by an employee for emergency purposes provided the employee communicates his/her request including the reason for such request to his/her principal or central office prior to the beginning of the school day of the intended absence. If communication is truly impossible, the employee may request the use of emergency leave later than the beginning of the school day, but as quickly as possible. It is understood, the employee will first use any personal leave (unused or unscheduled) prior to requesting emergency leave which will be deducted from an employee's accumulated sick leave.

#### **5.4 Childcare Leave**

### **ESP**

A childcare leave of absence shall be granted by the Board for a period of time mutually agreed upon between the employee and the Board with recognition for natural breaks in the school year. In the case of pregnancy,

the unpaid childcare leave shall commence at the termination of the disability period, for which sick leave may be used and for a period as mutually agreed. All insurance coverage shall continue while on such leave during the FMLA period, except the employee shall be required to pay the cost of the employee portion of the premiums. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Board may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

## **5.5 Unpaid Leave of Absence**

### **ESP**

Employees may at the discretion of the Employer be granted unpaid leaves of absence for duration as agreed between the employee and the Employer. Accrued benefits earned at the time the leave begins shall be retained, but no additional benefits shall be earned during the period of the leave.

### **CERTIFIED**

Leaves of absence without pay may be granted to tenured teachers in the District who desire to return to employment in a similar capacity at a time mutually agreed upon with the Board. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for one (1) year or more may be granted to a tenured teacher according to the following conditions:

1. Written request for leave of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board. Should an emergency arise preventing a ninety (90) day notice, a shorter time period may be acceptable.
2. Dates of departure and return must be mutually acceptable to the Administration and employee and determined prior to initiating the request.
3. The teacher shall inform the Superintendent in writing of his intent to return no later than March 1. Failure to notify the Superintendent in writing by the aforementioned date will in effect constitute the individual's resignation.
  1. Leave may be granted for: (a) advance study leading to a degree in an approved university; (b) military service; (c) family leave; (d) other reasons acceptable to the Board.

Staff members returning from an extended leave of absence shall be entitled to the same consideration for teaching assignments as other District teachers.

Accrued benefits earned at the time the leave begins shall be retained, but no additional benefits shall accrue during the period of the leave. Accrued benefits shall be defined to mean tenure status, accumulated sick leave, placement on the salary schedule, and other accumulated leave.

## **5.6 Sick Leave Bank**

A committee of one MCEA support staff employee, one MCEA certified employee, and one administrator shall administer the days in the sick leave bank. Only employees who have contributed to the sick leave bank

in the past and current employees who contribute one of their sick leave days by September 14, shall be eligible to withdraw days from the bank. New employees to the district may become members of the sick leave bank by contributing one sick leave day by the 14<sup>th</sup> day of their employment.

1. The intent of this bank is to provide extended sick leave to those members who incur a period of prolonged illness or hospitalization, other than when that illness/hospitalization relates to normal pregnancy.
2. Members may use days from the bank for catastrophic illnesses suffered by themselves or to care for members of their families as defined by school code.
3. Any member wishing to use days from the bank must submit a request in writing to the Sick Leave Bank Committee.
4. A member may only withdraw days once his/her sick leave has been exhausted.
5. The Sick Leave Bank Committee will determine the number of days each member can withdraw, based on individual circumstances. No member may withdraw more than thirty (30) days from the bank for any one illness or injury without approval of the Board.
6. Members withdrawing days from the bank will not have to replace those days.
7. If the number of days in the bank drops below 50, all members will be asked to donate one day at the beginning of the upcoming school year.
8. If days normally eligible for sick leave use are paid through Teacher Disability, Workman's Compensation, or any other insurance or program, the days so reimbursed shall not be eligible for sick leave bank use.
9. Any days not withdrawn by the end of the school year will remain in the bank for use in the next school year.

#### **ESP ONLY (5.7)**

#### **5.7 Compulsory Appearances**

Employees who are required by summons or subpoena to appear for court or other judicial proceedings, including depositions, shall receive their regular salary and continuation of benefits providing the required appearance does not result from a proceeding initiated by the employee and does not arise out of a private business venture undertaken by the employee. Employees qualifying under this provision shall suffer no loss of sick leave or personal leave. Employees shall submit to the District any funds received by reason of such appearance, exclusive of any mileage or meal allowance.

#### **5.8 Family and Medical Leave Act**

Each "eligible employee" (as defined with the Family and Medical Leave Act) shall be entitled to a family and/or medical leave of absence, which shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per twelve (12) month rolling period. Leave may be taken for those qualifying events identified within the Family and Medical Leave Act.

The provisions of this Section shall apply to all family medical leaves of absence. Employees shall be required to utilize sick leave during FMLA leave and may, at their option, utilize any available personal leave or vacation once their sick leave is exhausted. The limitations placed on length of leave by this Section shall not in any way affect the length of other leaves, which may be available.

Spouses who are employed by the District are entitled to a combined total of twelve (12) weeks of leave for the birth or adoption of a child or for the care of a sick parent.

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice not less than thirty (30) days prior to the leave, and make efforts to schedule leave so as not to disrupt the District's operations. In case of illness, the employee shall report periodically on his or her leave status and intention to return to work.

For purposes of this Family Medical Leave only, an employee who is granted a family or medical leave of absence shall continue to receive group insurance benefits for up to total of twelve (12) weeks, including coverage during paid leave, at the level and under the conditions that the coverage would be provided if the employee had continued working and had not taken leave. In the event that an employee elects not to return to work upon completion of an approved, unpaid leave of absence, the employee must reimburse the District for the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

### **CERTIFIED ONLY (5.9-5.11)**

#### **5.9 Jury Duty**

An employee shall not lose salary or fringe benefits for jury duty. The employee shall reimburse the District the jury duty stipend, except for food and mileage expenses.

#### **5.10 Professional Leave**

Each full time certified employee may be granted at least two (2) school days for professional leave per school year for the purpose of professional development. Weekend workshops/clinics may be allowed. Activities relating to a coach's or sponsor's assignment in the district shall also be eligible.

At least annually, building leadership teams will identify workshops that will benefit individual teachers and the district. Leadership teams will select workshops that offer content and training that is consistent with adopted Board of Education goals. Building teams will also annually establish guidelines that describe the use of professional leave. Such guidelines will be within budget constraints approved by the Board of Education, provide for equitable use by all staff and serve to support the achievement of identified and approved Board of Education goals.

#### **5.11 Doctors Appointments**

Periods of time not to exceed two (2) consecutive class periods any one day will be allowed each teacher for doctor's appointments. Other than in case of emergency, these absences will be requested at least one week in advance. Supervision of classes missed for this reason, will be arranged for by the teacher, and students will not be sent to study hall. A list of teachers who will be taking the classes will be submitted to the office prior to the teacher's absence and teachers involved in covering the classes understand that there will be no compensation for these arrangements. All arrangements must be cleared with the Principal. If the classes

cannot be covered as outlined, then the teacher asking to be absence must take a minimum of one-half (1/2) sick day.

## **ARTICLE VI**

### **REDUCTION IN FORCE, SENIORITY AND RECALL**

#### **ESP ONLY (6.1-6.6)**

##### **6.1 Seniority, Notice and Categories**

Layoffs or reduction in hours, if necessary, shall be in order of seniority, least senior first, in each category of position. Notice to employees to be reduced shall be issued at least sixty (60) calendar days prior to the end of the school year preceding the layoff. Categories of employees shall, at a minimum, be:

- Secretarial/Receptionist
- Special Education Secretary
- Library Clerk
- Bookkeeper
- Instructional Assistant
- Supervisory Aide
- Technology Director
- School Nurse
- Custodian
- Personal Assistant

##### **6.2 Seniority List**

Seniority shall be defined as the length of an employee's continuous employment with the Employer within each category of position. Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due to utilization of approved leaves of absence, vacations, time on recall, or normal breaks in the contractual year for that category of position. A full-time and part-time seniority list for the employees shall be developed and posted each year prior to February 1 reflecting the length of service of each employee in each category of position, including those on layoff. A copy of the seniority list shall be given to the Association President at the time of posting. A failure to comply with this provision shall not, however, invalidate any employment action or otherwise negatively impact the District.

##### **6.3 Recall, Notice and Rejection**

The recall period shall be one calendar year from the beginning of the following school term. If within the employee's recall period, a vacancy occurs, the most senior employee in that category of position shall be offered the position. A laid off employee who rejects an offer that is similar in job description, hours worked, and work year loses all recall rights.

#### **6.4 Recall to Other Category or Lesser Position**

A laid off employee may accept or reject an offer of a position in a different category or one of lesser terms and still retain recall rights to the category of position and terms from which he/she was reduced.

#### **6.5 No Benefits During Layoff; Reinstatement of Benefits Upon Recall**

Vacation, sick leave, seniority and other benefits shall not be earned while on layoff. However, such benefits shall be reinstated at the level the employee enjoyed at the time of the layoff upon recall.

#### **6.6 Personal Assistant to Students**

If a student to whom a personal assistant is assigned is no longer eligible for personal assistant services or leaves the District, the personal assistant may be terminated upon 30 days' written notice to the employee of the Board decision to terminate the personal assistant.

#### **CERTIFIED ONLY (6.7-6.12)**

#### **6.7 Seniority Definition**

Seniority, for the purpose of this provision, shall be determined by the length of continuous service within the District.

#### **6.8 RIF List and Dismissal of Non-Tenured Teachers**

If reductions in employees or teaching positions occur, employees shall be laid off as determined by the district's annual RIF list. The Board retains the right to dismiss non-tenured teachers under Section 24-11 of the School Code.

#### **6.9 Employees Subject to Recall**

If the Employer increases the number of employees or if an employee resigns after the layoffs, the Employer shall first offer re-employment to the laid-off employees in Groups 3 and 4 in reverse order of the reduction. Employees in Group 2 with only one needs improvement evaluation and no "unsatisfactory" rating shall also have the right to recall as provided in Section 6.10.

#### **6.10 Recall Period, Notice, Rejection of Recall**

The right to recall shall be in effect for two (2) calendar years from the effective date of the reduction for employees in Groups 3 and 4 and for a period until February 1 following the reduction for applicable employees in Group 2; however, an employee's failure to respond to recall affirmatively within thirty (30) calendar days after mailing or within fifteen (15) calendar days after receipt (whichever shall first occur) of the Employer's letter, sent by "certified/return receipt requested" mail to the employee's address on file with the Employer, shall result in termination of the employee's right of recall hereunder. If an employee rejects a full-time or comparable teaching position during the recall period, his or her rights shall terminate. However, the employee shall have the right to reject a lesser part-time position and still retain recall rights during the recall period.

## **6.11 Seniority and RIF Lists**

No later than seventy-five days prior to the end of each school year, the Employer shall post an updated seniority list for all employees at that location in each building generally utilized for such communication to employees. At that time an updated RIF list shall be provided to the MCEA President. A tenured employee teaching at least half time shall accumulate seniority at the fractional part of a year as determined by the fractional part of the teaching day. In the case of the employee who resigns and then returns to the District, seniority will accumulate from the date of the latest employment.

## **6.12 Ties in Seniority**

Where ties in the RIF list are broken by seniority and two or more teachers have the same seniority, the following criteria in successive order shall apply:

1. Total number of approved hours earned
2. Total number of years taught both inside and outside the District. Years taught are those approved by the Illinois Teacher Retirement System.
3. Total number of additional teaching endorsements held
4. Random lot selection

## **ARTICLE VII**

### **COMPENSATION AND FRINGE BENEFITS**

## **7.1 Insurance**

A full time employee electing health insurance coverage shall pay the following percentages of the monthly contribution rates as determined by the Board after consultation with its insurance provider based upon the coverage selected:

Individual	10% Capped at \$90.83 monthly
Individual + 1	30% Capped at \$527 monthly
Individual + 2	30% Capped at \$531 monthly
Individual + 3 or more	30% Capped at \$574 monthly

A full time employee electing individual dental coverage shall pay \$4.00 towards the group dental insurance monthly premium.

A full time employee electing family dental coverage shall pay \$60.00 towards the group dental insurance monthly premium.

Term life insurance in the amount of \$10,000 shall be provided each full-time employee with the premium paid in full by the District.

In no event, however, shall a twelve (12) month employee who retains the same category of position, but whose subsequent work year is less than twelve (12) months, lose eligibility for insurance benefits accorded under this section.

## Health and Dental Insurance Committee (HDIC):

In order to control insurance premium costs and assure that participants in the plan receive maximum benefit for each dollar expended, an Insurance Committee shall be established. The Committee shall consist of four (4) bargaining unit members selected by the MCEA who are plan participants and four (4) Board members or administrators selected by the employer. The HDIC will be co-chaired by one MCEA committee member and one Board/administration committee member. The MCEA member co-chair shall propose a schedule of meetings annually. All members of the Committee shall have equal standing. HDIC decisions will be made through consensus.

The HDIC shall meet as necessary, but at least semi-annually, to:

- Consult with experts as needed.
- Consider and discuss whether bidding for an insurance provider is prudent and, if so, the bidding process, bidding results, available options, and provider selection.
- Consider and discuss benefit design and options and attendant costs.
- Consider and make recommendations on the selection of providers including insurance provider, third party administrator, broker, insurance co-op, commercial carrier, etc.
- Monitor and make recommendations for modifications to the Midwest Central CUSD HRA plan or use of the Midwest Central CUSD HRA funds.
- Educate staff on insurance benefit options, insurance utilization, resources available through the insurance provider, and encourage participation in wellness programs.

Any recommendations reached by the HDIC shall be forwarded to the Board and MCEA for consideration. If the committee fails to reach consensus on a change, all of the facts related to the proposed changes will be forwarded to the Board and MCEA. Plan and benefit selection decisions shall be made by the Board in consultation with the Association.

## **7.2 Wage Rates/Salary Schedule**

### **ESP**

Wage rates for employees in this bargaining unit shall be as attached in Appendix C.

If an employee begins work by November 1 of his/her first year of employment, he/she shall receive an experience step at the beginning payroll of the following school year. Time on paid leaves of absence count as time worked. After the first year of credited service an employee taking an approved unpaid leave of absence shall receive – one year of service credit if the employee has worked more than fifty percent (50%) of that employee's standard work year.

No educational support employee shall receive an increase in creditable wages in any one fiscal year which will give rise to a requirement that the Board make a penalty or other payment to the IMRF, despite anything to the contrary herein.

### **CERTIFIED**

Employees shall be paid based upon the schedules set forth on the attached Appendix A and Appendix B. The salaries reflected in Appendix A and the stipends set forth in Appendix B are inclusive of all TRS



Member contributions, which shall be tax sheltered and paid by the Board. (See also Article 8.13 Vertical Advancement.)

### **7.3 Electronic Payroll Deposit**

The Board shall take such action as is reasonably necessary to provide for electronic payroll deposit for Association members. Once electronic deposit is in place, each association member shall receive periodic salary payments electronically, occurring on the fifth and twentieth of every month. If the fifth or twentieth of any month lands on a weekend or a holiday, the payment shall occur on the preceding business day.

### **7.4 Payroll Deductions**

Upon an employee's authorization, payroll deductions may be made for annuities, credit union, and charities.

### **7.5 Commuter Pay**

An employee who drives a personal vehicle for District No. 191 business or who must commute between buildings within the District as part of his/her assignment after arrival at the initial assignment and before departing from the final assignment shall be paid at the standard IRS recognized rate.

### **7.6 Tuition/Workshop Reimbursement and Educational Advancement**

#### **ESP**

Employees shall be eligible to receive approval from the superintendent to attend college courses, workshops, training, and/or seminars and tests required for certification with the costs of same reimbursed to the employee up to a maximum of \$300 per year per employee. The content of the training should have relevance to the employee's job as determined by the Superintendent.

The District shall have a cap of three thousand dollars (\$3,000.00) per year for the payment of these trainings and courses. The District shall pay up to seventy dollars (\$70.00) for tests required for certification.

#### **CERTIFIED**

If approved by the Superintendent prior to enrollment, tuition reimbursement shall be granted for classes in an approved graduate degree program, graduate hours in areas that benefit the District, graduate level classes required for recertification, and classes requested by the District that allow a teacher to be certified in other teaching areas. Final approval for tuition reimbursement rests with the Superintendent. The District shall reimburse tuition for courses approved in advance by the Superintendent at a reimbursement rate of \$205 per semester hour.

The District will not reimburse any individual more than the actual cost of the tuition. Board reimbursement shall be limited to \$24,000 per year.

Employees will be reimbursed on a first come, first serve basis. Reimbursement will be limited to four (4) semester hours for each Fall and Spring semester and ten (10) semester hours in the summer semester. The semester and summer limitations shall be waived in instances where a particular approved program requires additional coursework to be completed during these time periods. However, employees shall be limited to reimbursement for eighteen (18) hours of coursework in any given school year.

Additionally, an accounting of the encumbered funds and balance in the tuition reimbursement line item shall be submitted to the MCEA on the following dates: October 1, February 1, and May 1.

## **7.7 Flexible Benefit Plan**

The District shall establish, maintain and operate a flexible benefit plan pursuant to Section 125 of the Internal Revenue Code. In addition to coverage of employee health, dental, and life insurance premium contributions, said plan shall permit additional elective contribution to a flexible spending account for reimbursement of childcare and medical costs. In the event that all or any part of the plan is not in compliance with the Internal Revenue Code or other law or regulation, the District shall have no obligation to offer or continue the plan or portion thereof which is not in compliance.

### **ESP ONLY (7.8-7.11)**

## **7.8 Holidays**

7.8.1 All employees, except custodians shall observe the same holiday break schedule during the student school year as the teaching staff. They shall be able to leave thirty minutes (30) after students on holiday early dismissal, without loss of pay. Additionally, twelve month employees shall have Independence Day (whether it falls on a weekday or weekend) and, should it not fall during the school year, Labor Day as holidays.

The Board shall observe the following holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving, Christmas, New Years, Martin Luther King Day, Presidents Day, Casimir Pulaski Day, Memorial Day, and Independence Day.

7.8.2 Custodians shall receive their normal pay for the holiday provided they are normally required to work during the time of the holiday. When any holiday falls on a weekend or student attendance day, the custodians' day off will be scheduled on a student non-attendance day following the actual date of the holiday.

## **7.9 Vacation**

7.9.1 All full-time twelve month employees after the first year of employment shall receive 10 days paid vacation per work year (July 1 through June 30). Winter and spring breaks shall not be considered vacation time. Employees with fifteen (15) years of service or more with the District shall receive fifteen (15) days of vacation. Employee requests for scheduling vacation shall not be unreasonably denied. Generally vacation shall be taken when school is not in session. The administration shall notify the employee of approval or denial of a vacation request within a reasonable time after receipt of application, not to exceed ten (10) calendar days.

7.9.2 For eligible employees working less than a full year in any year, vacation days shall be prorated. Paid leave time shall count as time worked.

7.9.3 Part-time custodians shall receive vacation according to the provisions of this section. Their pay for a day of vacation will be equivalent to their normal workday pay during the qualifying work year.

## **7.10 IMRF Contributions**

According to the authority granted by the Pension Reform Act of 1974-Section 414(h) (2) of the Internal Revenue Code and Public Act 81-5136.11, Revised Stat. 1981, Chapter 108 ½, Par. 7-173.2, the Board of Education agrees to pay, from the wages/salary shown on Appendix C, the full support staff member contribution to the Illinois Municipal Retirement Fund (IMRF) on behalf of each eligible support staff member as a tax sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion. Any changes shall be consistent with IMRF provisions.

## **7.11 Retirement Bonus**

Employees who have worked at least twenty (20) total years credible service with IMRF in the District shall be entitled to a retirement bonus equal to one hundred fifty dollars (\$150.00) for each year of service to the District. The maximum amount the District will pay to an individual employee is five thousand dollars (\$5,000.00) In order to receive the retirement bonus, he/she must submit a request for the bonus along with an irrevocable letter of resignation at least six months prior to the employee's intended date of retirement. Exceptions to the six month advance requirement may be granted for an employee's documented medical inability to work. It is also understood that employees who elect to retire from District No. 191 pursuant to the rules of the Illinois Municipal Retirement Fund (IMRF) will not give rise to a requirement that the Board make a payment to the IMRF.

### **ESP AND CERTIFIED**

## **7.12 Horizontal Movement on Salary Schedule**

Employees shall be allowed to advance horizontally no more than one lane per year.

### **ESP**

Horizontal movement across the instructional assistant columns of Appendix C shall be granted for college-level classes completed. The employee will provide a transcript by September 15<sup>th</sup> of each school year to verify earned credit. Any required pay increase shall be retroactive to the beginning of the school year. A grade of B or higher will be required for movement to a different column.

### **CERTIFIED**

If approved by the Superintendent prior to enrollment, horizontal movement across the salary schedule shall be granted for classes in an approved graduate degree program, graduate hours in areas that benefit the District, graduate level classes required for recertification, and classes requested by the District that allow a teacher to be certified in other teaching areas. The employee will provide a transcript by September 15<sup>th</sup> of each school year to verify earned credit. A grade of B or higher will be required for horizontal movement on the salary schedule.

## **CERTIFIED ONLY (7.13-7.20)**

### **7.13 Vertical Advancement on the Salary Schedule**

Teachers shall qualify for advancement on the salary schedule at the beginning of each school year providing they complete, during the preceding year, at least one hundred twenty (120) days of full-time instruction which may include time spent on approved sick leave granted under Section 5.1 of this Agreement. Part-time teachers meeting these criteria shall be paid a pro-rated portion of the salary step.

### **7.14 Overload Pay**

Driver's Education Instructor. A driver's education instructor shall be paid one-seventh (1/7) of his/her daily rate of pay for each period of instruction beyond his/her regular workday.

Teachers. Teachers who agree to forfeit their preparation period due to the assignment of an overload class for the entire school year shall be paid an additional one-seventh (1/7) of his or her annual salary. Teachers who agree to forfeit a preparation period due to the assignment of an overload class for a single semester shall be paid half the amount.

### **7.15 Professional Credit**

Professional credit on the salary schedule may be given for educational travel, workshops, curriculum projects, correspondence courses, undergraduate courses, and educational research upon application to, and approval of, the Superintendent (Limit 4 hours each column).

### **7.16 Summer School**

The compensation for teaching summer school shall be thirty-five dollars (\$35.00) per hour of instructional time.

### **7.17 Initial Placement on Salary Schedule**

Each new hire shall be placed on the salary schedule at a step and column no greater than his/her educational credentials and years of public school teaching service as recognized by the TRS. Initial placement information shall be shared with the Association upon request.

The school Social Worker, School Psychologist, Speech Pathologist, and Counselor will be placed on the MS +32 column in recognition of the necessary one-year internship for that certification.

### **7.18 Teacher Substitution**

Daily internal teacher substitution shall be paid at a rate of twenty-five dollars (\$25.00) per period. Substitution for a period of at least thirty (30) minutes will qualify as a full class period. Assignments to substitute for another teacher shall be reasonable and equitable.

If a primary school teacher is assigned students from another class for one-half (1/2) day or more as a result of another teacher's absence, the instructing teacher shall be paid a daily stipend of twenty-five dollars (\$25.00).

## **7.19 Early Retirement Incentive**

Teachers with twelve or more years of consecutive service in the district are eligible to receive additional benefits under the terms of this Early Retirement Incentive (ERI). A teacher may receive this ERI if he or she retires at the end of the school year (July 1 – June 30) during the following window period:

- A. Starting with the end of the school year in which the teacher becomes eligible to receive any retirement pension from TRS; and
- B. Ending at the first of the following to occur:

The end of the school year in which he or she first accumulates at least thirty-five years of creditable service in the Teachers Retirement System (TRS); or

at the end of the school year in which the Teacher reaches age 60.

The incentive is not available unless the teacher can retire without obligating the teacher or the District to pay a penalty or any other payment to TRS. In determining these dates, teachers must consider and utilize all of their available sick leave for credible service purposes in TRS as well as any available service credit obtained from other pension systems. However, when determining when a teacher is first eligible to retire with a non-discounted annuity from TRS, no teacher shall be considered to have first accumulated at least thirty-five years of creditable service in TRS considering and utilizing his/her available sick leave if he/she has fewer than 5 sick days per year remaining for his/her use during the year(s) remaining until retirement.

In order to receive the additional compensation available under this Early Retirement Incentive, eligible employees must deliver a non-revocable letter of resignation without contingency to the Superintendent no later than June 30th of the school year which is either 36, 24 or 12 months prior to retirement. The letter of resignation must reference an intent to retire under this Early Retirement Incentive and be accompanied by the TRS member requested “Personal Statement of Benefits” and a “Benefit Estimate” indicating total years of service.

Teachers who elect to receive this Early Retirement Incentive by submitting a timely resignation as provided above shall be entitled to an increase in salary during the final year(s) of employment. Such Teachers will be removed from the salary schedule and extra-curricular salary schedule during their final year(s) of employment and will be paid according to one of the following three options:

1. If the resignation is received on or before the June 30th which is 36 months prior to retirement, the teacher’s TRS Creditable Salary for the last three years of employment shall increase by 6 percent per year.
2. If the resignation is received on or before the June 30th which is 24 months prior to retirement, the teacher’s TRS Creditable Salary for the last two years of employment shall increase by 6 percent per year.
3. If the resignation is received on or before the June 30th which is 12 months prior to retirement, the teacher’s TRS Creditable Salary for the last year of employment shall increase by 6 percent.

The district shall endeavor to spread the increase throughout the school year. However, the district retains the right to make necessary adjustments to periodic pay during the years of the retirement incentive to insure that the total received by the Teacher is consistent with this Section. For purposes of this Section, a Teacher's "TRS Creditable Salary" means the Teacher's base salary together with all other amounts from all sources which are creditable earnings under TRS rules.

Teachers who discontinue an extra-duty assignment in either the year preceding the year of retirement or the year of retirement shall have their yearly increase for that year reduced by the amount of pay for the extra duty assignment. Teachers shall not be allowed to begin any extra-duty assignments in any school years in which they receive amounts under this early retirement incentive.

In the event that a teacher's resignation date contemplates use of sick leave benefits for creditable service purposes and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon the originally selected retirement date to retire without discount, the teacher's resignation shall be automatically revoked and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of a school year without a discounted annuity.

Further, Teachers who submit a letter of resignation to obtain the retirement incentive and, prior to retirement, subsequently experience an identifiable financial hardship through either a divorce, death of a spouse, or permanent disability of a spouse which affects job performance shall have the right to revoke their letter of resignation.

If a teacher receives benefits under this incentive and subsequently fails to retire when originally contemplated due to any of those reasons outlined above, such teacher shall be obligated to reimburse the district for the amount of the incentive less what the teacher would have received had the teacher not elected the retirement incentive. If the amount is not reimbursed immediately or some mutually acceptable reimbursement schedule cannot be agreed upon, the district is authorized to make deductions from subsequent paychecks in the maximum amount of 5% of the initial deficiency balance until the amount is paid in full. Any amount remaining upon retirement shall be paid to the district within 30 days. Subsequent availability and amount of the any retirement incentive following revocation shall be negotiated between the Board and Association.

In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed or modified during the effective period of this Agreement and such interpretations or modifications have the effect of requiring employer or member contributions under this ERI, this incentive shall be null and void and the parties shall engage in mid-term bargaining to amend this ERI in such a way that no employer or member costs shall be incurred.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

#### **8.1 Definition**

A grievance shall be a claim by the Association, employee, or group of employees that there has been a violation, misapplication, or misinterpretation of a provision(s) of this Agreement.

## **8.2 Grievance Steps**

The parties acknowledge that it is most desirable for the aggrieved and the immediately involved supervisor to resolve disputes through free and informal communications. During such informal resolution attempts, the employee may request the presence of an Association representative. If the informal resolution process fails, a grievance may be processed as follows:

- 8.2.1 **Step 1:** Within ten (10) days of the event, the employee or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) working days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present at the meeting. Within ten (10) working days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- 8.2.2 **Step 2:** If the grievance is not resolved in Step 1, the grievant or the Association may appeal the grievance to the Superintendent within fifteen (15) working days after receipt of the Step 1 answer. The Superintendent shall arrange with the Association representative for a meeting to take place within five (5) working days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) working days of the meeting, the Association shall be provided with the Superintendent's written response, including reasons for the decision.
- 8.2.3 **Step 3:** If the grievance is not resolved at Step 2, the Association may submit the grievance to the Board of Education at their next meeting scheduled after the Association was provided with the Step 2 written response. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) working days of this meeting, the Association will be provided with the written response from the Board of Education.
- 8.2.4 **Step 4:** If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to final and binding arbitration within thirty (30) working days of receipt of the Step 3 decision. A list of arbitrators shall be obtained from the Federal Mediation and Conciliation Service, from which, by alternate striking, an arbitrator shall be chosen.

## **8.3 Waiver of Claims Not Raised**

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

## **8.4 By-Pass of Steps**

If the Association and the Superintendent agree, any step of the grievance procedure may be extended or waived.

## **8.5 Association Representative**

A grievant may have an Association representative present at any grievance meeting. If a grievant does not desire Association representation, the Association reserves the right to have its representative present at grievance meetings.

## **8.6 No Reprisals**

No reprisals shall be taken by the Board or Administration against any employee because of the employee's participation in a grievance.

## **8.7 Grievance Records**

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

## **8.8 Withdrawal of Grievance**

A grievance may be withdrawn without prejudice at any time.

## **8.9 Fees and Expenses**

Fees and expenses of the arbitrator and the expenses which are common to both parties shall be shared equally by the parties. Each party shall bear the cost of the presentation of its case.

# **ARTICLE IX**

## **MISCELLANEOUS**

### **9.1 No Strike/No Lockout**

The Association agrees that under no circumstances will it authorize, sanction, condone, or acquiesce in, nor will any employee covered by this Agreement take part in, any strike, withholding of services, or work stoppage of any kind or nature. The Board shall have the right to discipline any staff member, up to and including dismissal, for violating this provision of the Agreement, subject to the provisions of Section 3.1 of this Agreement. The Employer agrees not to engage in a lockout of this bargaining unit during the term of this Agreement.

### **9.2 Complete Understanding**

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



**ARTICLE X**

**DURATION**

This agreement shall be effective from July 1, 2019 through June 30, 2022.

This agreement is signed this 18<sup>th</sup> day of July, 2019.

**IN WITNESS WHEREOF:**

For the Midwest Central Education  
Association-IEA/NEA

For the Board of Education Midwest Central  
Community Unit School District No. 191

BY: \_\_\_\_\_  
Its Co-President

BY: \_\_\_\_\_  
Its President

\_\_\_\_\_  
Its Co-President

## APPENDIX A

Year 1 2019 -  
2020

Increase base over prior year	\$723	Step 25	\$1,000.00
		Step 28	\$500.00
Educational Increase	1.026	Step 31	\$300.00
Vertical Increment	1.018500		

Step	BS+40								
	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
0	\$37,488	\$38,463	\$39,463	\$40,489	\$41,541	\$42,622	\$43,730	\$44,867	\$46,033
1	\$38,182	\$39,174	\$40,193	\$41,238	\$42,310	\$43,410	\$44,539	\$45,697	\$46,885
2	\$38,888	\$39,899	\$40,936	\$42,001	\$43,093	\$44,213	\$45,363	\$46,542	\$47,752
3	\$39,607	\$40,637	\$41,694	\$42,778	\$43,890	\$45,031	\$46,202	\$47,403	\$48,636
4	\$40,340	\$41,389	\$42,465	\$43,569	\$44,702	\$45,864	\$47,057	\$48,280	\$49,535
5	\$41,086	\$42,155	\$43,251	\$44,375	\$45,529	\$46,713	\$47,927	\$49,173	\$50,452
6	\$41,846	\$42,934	\$44,051	\$45,196	\$46,371	\$47,577	\$48,814	\$50,083	\$51,385
7	\$42,621	\$43,729	\$44,866	\$46,032	\$47,229	\$48,457	\$49,717	\$51,009	\$52,336
8	\$43,409	\$44,538	\$45,696	\$46,884	\$48,103	\$49,353	\$50,637	\$51,953	\$53,304
9	\$44,212	\$45,362	\$46,541	\$47,751	\$48,993	\$50,266	\$51,573	\$52,914	\$54,290
10	\$45,030	\$46,201	\$47,402	\$48,635	\$49,899	\$51,196	\$52,528	\$53,893	\$55,294
11	\$45,863	\$47,056	\$48,279	\$49,534	\$50,822	\$52,144	\$53,499	\$54,890	\$56,317
12	\$46,712	\$47,926	\$49,172	\$50,451	\$51,762	\$53,108	\$54,489	\$55,906	\$57,359
13	\$47,576	\$48,813	\$50,082	\$51,384	\$52,720	\$54,091	\$55,497	\$56,940	\$58,420
14	\$48,456	\$49,716	\$51,008	\$52,335	\$53,695	\$55,091	\$56,524	\$57,993	\$59,501
15	\$49,352	\$50,636	\$51,952	\$53,303	\$54,689	\$56,111	\$57,569	\$59,066	\$60,602
16	\$50,265	\$51,572	\$52,913	\$54,289	\$55,700	\$57,149	\$58,634	\$60,159	\$61,723
17	\$51,195	\$52,526	\$53,892	\$55,293	\$56,731	\$58,206	\$59,719	\$61,272	\$62,865
18	\$52,142	\$53,498	\$54,889	\$56,316	\$57,780	\$59,283	\$60,824	\$62,405	\$64,028
19	\$53,107	\$54,488	\$55,904	\$57,358	\$58,849	\$60,379	\$61,949	\$63,560	\$65,212
20	\$54,089	\$55,496	\$56,939	\$58,419	\$59,938	\$61,496	\$63,095	\$64,736	\$66,419
21	\$55,090	\$56,522	\$57,992	\$59,500	\$61,047	\$62,634	\$64,263	\$65,933	\$67,648
22	\$56,109	\$57,568	\$59,065	\$60,601	\$62,176	\$63,793	\$65,451	\$67,153	\$68,899
23	\$57,147	\$58,633	\$60,158	\$61,722	\$63,326	\$64,973	\$66,662	\$68,396	\$70,174
24	\$58,205	\$59,718	\$61,271	\$62,864	\$64,498	\$66,175	\$67,896	\$69,661	\$71,472
25	\$59,205	\$60,718	\$62,271	\$63,864	\$65,498	\$67,175	\$68,896	\$70,661	\$72,472
26	\$59,205	\$60,718	\$62,271	\$63,864	\$65,498	\$67,175	\$68,896	\$70,661	\$72,472
27	\$59,205	\$60,718	\$62,271	\$63,864	\$65,498	\$67,175	\$68,896	\$70,661	\$72,472
28	\$59,705	\$61,218	\$62,771	\$64,364	\$65,998	\$67,675	\$69,396	\$71,161	\$72,972
29	\$59,705	\$61,218	\$62,771	\$64,364	\$65,998	\$67,675	\$69,396	\$71,161	\$72,972
30	\$59,705	\$61,218	\$62,771	\$64,364	\$65,998	\$67,675	\$69,396	\$71,161	\$72,972
31	\$60,005	\$61,518	\$63,071	\$64,664	\$66,298	\$67,975	\$69,696	\$71,461	\$73,272
32	\$60,005	\$61,518	\$63,071	\$64,664	\$66,298	\$67,975	\$69,696	\$71,461	\$73,272
33	\$60,005	\$61,518	\$63,071	\$64,664	\$66,298	\$67,975	\$69,696	\$71,461	\$73,272
34	\$60,005	\$61,518	\$63,071	\$64,664	\$66,298	\$67,975	\$69,696	\$71,461	\$73,272
35	\$60,005	\$61,518	\$63,071	\$64,664	\$66,298	\$67,975	\$69,696	\$71,461	\$73,272

Increase base over prior year	\$768	Step 25	\$1,000.00
		Step 28	\$500.00
Educational Increase	1.026	Step 31	\$300.00
Vertical Increment	1.018000		

					BS+40				
Step	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
0	\$38,256	\$39,251	\$40,271	\$41,318	\$42,392	\$43,495	\$44,626	\$45,786	\$46,976
1	\$38,945	\$39,957	\$40,996	\$42,062	\$43,156	\$44,278	\$45,429	\$46,610	\$47,822
2	\$39,646	\$40,676	\$41,734	\$42,819	\$43,932	\$45,075	\$46,247	\$47,449	\$48,683
3	\$40,359	\$41,409	\$42,485	\$43,590	\$44,723	\$45,886	\$47,079	\$48,303	\$49,559
4	\$41,086	\$42,154	\$43,250	\$44,374	\$45,528	\$46,712	\$47,926	\$49,172	\$50,451
5	\$41,825	\$42,913	\$44,028	\$45,173	\$46,348	\$47,553	\$48,789	\$50,058	\$51,359
6	\$42,578	\$43,685	\$44,821	\$45,986	\$47,182	\$48,409	\$49,667	\$50,959	\$52,284
7	\$43,345	\$44,471	\$45,628	\$46,814	\$48,031	\$49,280	\$50,561	\$51,876	\$53,225
8	\$44,125	\$45,272	\$46,449	\$47,657	\$48,896	\$50,167	\$51,471	\$52,810	\$54,183
9	\$44,919	\$46,087	\$47,285	\$48,515	\$49,776	\$51,070	\$52,398	\$53,760	\$55,158
10	\$45,727	\$46,916	\$48,136	\$49,388	\$50,672	\$51,989	\$53,341	\$54,728	\$56,151
11	\$46,551	\$47,761	\$49,003	\$50,277	\$51,584	\$52,925	\$54,301	\$55,713	\$57,162
12	\$47,388	\$48,621	\$49,885	\$51,182	\$52,512	\$53,878	\$55,279	\$56,716	\$58,190
13	\$48,241	\$49,496	\$50,783	\$52,103	\$53,458	\$54,848	\$56,274	\$57,737	\$59,238
14	\$49,110	\$50,387	\$51,697	\$53,041	\$54,420	\$55,835	\$57,287	\$58,776	\$60,304
15	\$49,994	\$51,294	\$52,627	\$53,996	\$55,399	\$56,840	\$58,318	\$59,834	\$61,390
16	\$50,894	\$52,217	\$53,575	\$54,968	\$56,397	\$57,863	\$59,367	\$60,911	\$62,495
17	\$51,810	\$53,157	\$54,539	\$55,957	\$57,412	\$58,905	\$60,436	\$62,007	\$63,620
18	\$52,742	\$54,114	\$55,521	\$56,964	\$58,445	\$59,965	\$61,524	\$63,124	\$64,765
19	\$53,692	\$55,088	\$56,520	\$57,990	\$59,497	\$61,044	\$62,631	\$64,260	\$65,930
20	\$54,658	\$56,079	\$57,537	\$59,033	\$60,568	\$62,143	\$63,759	\$65,416	\$67,117
21	\$55,642	\$57,089	\$58,573	\$60,096	\$61,658	\$63,262	\$64,906	\$66,594	\$68,325
22	\$56,644	\$58,116	\$59,627	\$61,178	\$62,768	\$64,400	\$66,075	\$67,793	\$69,555
23	\$57,663	\$59,162	\$60,701	\$62,279	\$63,898	\$65,559	\$67,264	\$69,013	\$70,807
24	\$58,701	\$60,227	\$61,793	\$63,400	\$65,048	\$66,740	\$68,475	\$70,255	\$72,082
25	\$59,701	\$61,227	\$62,793	\$64,400	\$66,048	\$67,740	\$69,475	\$71,255	\$73,082
26	\$59,701	\$61,227	\$62,793	\$64,400	\$66,048	\$67,740	\$69,475	\$71,255	\$73,082
27	\$59,701	\$61,227	\$62,793	\$64,400	\$66,048	\$67,740	\$69,475	\$71,255	\$73,082
28	\$60,201	\$61,727	\$63,293	\$64,900	\$66,548	\$68,240	\$69,975	\$71,755	\$73,582
29	\$60,201	\$61,727	\$63,293	\$64,900	\$66,548	\$68,240	\$69,975	\$71,755	\$73,582
30	\$60,201	\$61,727	\$63,293	\$64,900	\$66,548	\$68,240	\$69,975	\$71,755	\$73,582
31	\$60,501	\$62,027	\$63,593	\$65,200	\$66,848	\$68,540	\$70,275	\$72,055	\$73,882
32	\$60,501	\$62,027	\$63,593	\$65,200	\$66,848	\$68,540	\$70,275	\$72,055	\$73,882
33	\$60,501	\$62,027	\$63,593	\$65,200	\$66,848	\$68,540	\$70,275	\$72,055	\$73,882
34	\$60,501	\$62,027	\$63,593	\$65,200	\$66,848	\$68,540	\$70,275	\$72,055	\$73,882
35	\$60,501	\$62,027	\$63,593	\$65,200	\$66,848	\$68,540	\$70,275	\$72,055	\$73,882

Increase base over prior year	\$825	Step 25	\$1,000.00
		Step 28	\$500.00
Educational Increase	1.026	Step 31	\$300.00
Vertical Increment	1.01750		

					BS+40				
Step	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32
0	\$39,081	\$40,097	\$41,140	\$42,209	\$43,307	\$44,433	\$45,588	\$46,773	\$47,989
1	\$39,765	\$40,799	\$41,860	\$42,948	\$44,065	\$45,210	\$46,386	\$47,592	\$48,829
2	\$40,461	\$41,513	\$42,592	\$43,700	\$44,836	\$46,001	\$47,197	\$48,425	\$49,684
3	\$41,169	\$42,239	\$43,337	\$44,464	\$45,620	\$46,806	\$48,023	\$49,272	\$50,553
4	\$41,889	\$42,978	\$44,096	\$45,242	\$46,419	\$47,626	\$48,864	\$50,134	\$51,438
5	\$42,622	\$43,731	\$44,868	\$46,034	\$47,231	\$48,459	\$49,719	\$51,012	\$52,338
6	\$43,368	\$44,496	\$45,653	\$46,840	\$48,058	\$49,307	\$50,589	\$51,904	\$53,254
7	\$44,127	\$45,275	\$46,452	\$47,659	\$48,899	\$50,170	\$51,474	\$52,813	\$54,186
8	\$44,899	\$46,067	\$47,265	\$48,493	\$49,754	\$51,048	\$52,375	\$53,737	\$55,134
9	\$45,685	\$46,873	\$48,092	\$49,342	\$50,625	\$51,941	\$53,292	\$54,677	\$56,099
10	\$46,485	\$47,693	\$48,933	\$50,206	\$51,511	\$52,850	\$54,224	\$55,634	\$57,081
11	\$47,298	\$48,528	\$49,790	\$51,084	\$52,412	\$53,775	\$55,173	\$56,608	\$58,080
12	\$48,126	\$49,377	\$50,661	\$51,978	\$53,330	\$54,716	\$56,139	\$57,598	\$59,096
13	\$48,968	\$50,241	\$51,548	\$52,888	\$54,263	\$55,674	\$57,121	\$58,606	\$60,130
14	\$49,825	\$51,120	\$52,450	\$53,813	\$55,212	\$56,648	\$58,121	\$59,632	\$61,182
15	\$50,697	\$52,015	\$53,367	\$54,755	\$56,179	\$57,639	\$59,138	\$60,676	\$62,253
16	\$51,584	\$52,925	\$54,301	\$55,713	\$57,162	\$58,648	\$60,173	\$61,737	\$63,343
17	\$52,487	\$53,852	\$55,252	\$56,688	\$58,162	\$59,674	\$61,226	\$62,818	\$64,451
18	\$53,405	\$54,794	\$56,219	\$57,680	\$59,180	\$60,719	\$62,297	\$63,917	\$65,579
19	\$54,340	\$55,753	\$57,202	\$58,690	\$60,216	\$61,781	\$63,388	\$65,036	\$66,727
20	\$55,291	\$56,729	\$58,203	\$59,717	\$61,269	\$62,862	\$64,497	\$66,174	\$67,894
21	\$56,259	\$57,721	\$59,222	\$60,762	\$62,342	\$63,962	\$65,625	\$67,332	\$69,082
22	\$57,243	\$58,731	\$60,258	\$61,825	\$63,433	\$65,082	\$66,774	\$68,510	\$70,291
23	\$58,245	\$59,759	\$61,313	\$62,907	\$64,543	\$66,221	\$67,942	\$69,709	\$71,521
24	\$59,264	\$60,805	\$62,386	\$64,008	\$65,672	\$67,380	\$69,131	\$70,929	\$72,773
25	\$60,264	\$61,805	\$63,386	\$65,008	\$66,672	\$68,380	\$70,131	\$71,929	\$73,773
26	\$60,264	\$61,805	\$63,386	\$65,008	\$66,672	\$68,380	\$70,131	\$71,929	\$73,773
27	\$60,264	\$61,805	\$63,386	\$65,008	\$66,672	\$68,380	\$70,131	\$71,929	\$73,773
28	\$60,764	\$62,305	\$63,886	\$65,508	\$67,172	\$68,880	\$70,631	\$72,429	\$74,273
29	\$60,764	\$62,305	\$63,886	\$65,508	\$67,172	\$68,880	\$70,631	\$72,429	\$74,273
30	\$60,764	\$62,305	\$63,886	\$65,508	\$67,172	\$68,880	\$70,631	\$72,429	\$74,273
31	\$61,064	\$62,605	\$64,186	\$65,808	\$67,472	\$69,180	\$70,931	\$72,729	\$74,573
32	\$61,064	\$62,605	\$64,186	\$65,808	\$67,472	\$69,180	\$70,931	\$72,729	\$74,573
33	\$61,064	\$62,605	\$64,186	\$65,808	\$67,472	\$69,180	\$70,931	\$72,729	\$74,573
34	\$61,064	\$62,605	\$64,186	\$65,808	\$67,472	\$69,180	\$70,931	\$72,729	\$74,573
35	\$61,064	\$62,605	\$64,186	\$65,808	\$67,472	\$69,180	\$70,931	\$72,729	\$74,573

## APPENDIX B

### EXTRA DUTY COMPENSATION

The following list reflects compensation for extra duty activities. The number listed for each activity represents a percentage of the entry level salary (BS, Step 0) on Appendix A. There is no requirement that the District offer each activity listed; however, the pay and conditions for any new activity created must be negotiated by the Association. Employees with years of experience in an extra-duty position in the district or any of its predecessors shall be paid at that step of the BS column corresponding to the years of experience in the particular extra-duty position, subject to the following limitations. Beginning with the 2007-2008 school year, extra-duty pay shall be limited to a maximum of twelve years of service in the position, except for employees then holding extra-duty positions for longer consecutive periods. In those exceptions, the employee's extra-duty pay shall be based upon the employee's experience in the position during the 2006-2007 school year. Horizontal cells are not considered in determining extra duty compensation.

Any person performing the extra-duty activities shall be paid accordingly. Persons performing extra-duty activities shall choose by the first Friday in September whether to receive payment in one sum or divided over the remaining payrolls. Lump sum payments will be made according to the Extra Duty Pay Schedule (APPENDIX D).

As set forth in Section 7.2, the stipends reflected on this Appendix B include TRS contributions which are paid by the Board. In the event that any position set forth on Appendix B is assigned to an employee who is not a member of the Teachers Retirement System, the stipend paid to such employee shall be reduced by the amount of the otherwise required member contribution.

#### Category A -- .16

High School Varsity Boys Basketball

High School Varsity Girls Basketball

#### Category B--.13

High School Varsity Baseball

High School Varsity Girls Track

High School Varsity Boys Track

High School Varsity Wrestling

High School Varsity Volleyball

High School Varsity Softball

High School Varsity Cross Country

High School Varsity Golf

#### Category C--.09

Assistant High School Boys Basketball

Assistant High School Girls Basketball

Assistant High School Baseball

Assistant High School Volleyball

Assistant High School Softball

#### Category D--.08

8<sup>th</sup> Grade Boys Basketball

8<sup>th</sup> Grade Girls Basketball

FFA

Category E--.07

7<sup>th</sup> Grade Boys Basketball  
7<sup>th</sup> Grade Girls Basketball  
High School Yearbook  
Freshman Basketball Coach  
Freshman Volleyball Coach  
High School Cheerleaders

Category F--.05

Middle School Baseball  
Middle School Boys Track  
Middle School Girls Track  
Middle School Softball  
Middle School Volleyball  
Junior/Senior High School Band  
FCCLA  
High School Student Council  
All School Musical  
All School Spring Play  
Vocal  
High School Scholastic Bowl  
High School Madrigal

Category F2-.04

Middle School Assistant Baseball  
Middle School Assistant Boys Track  
Middle School Assistant Girls Track  
Middle School Assistant Softball  
Middle School Assistant Volleyball  
Assistant Musical Director (2)

Category G--.033

High School Literary Magazine/Newspaper  
High School Pom Poms  
Middle School Cheerleaders  
High School Pep Club  
Consulting Remediation  
Middle School Play  
High School National Honor Society

Category H--.02

Middle School Literary Contest  
Middle School Newspaper  
Middle School Student Council  
Middle School Scholastic Bowl  
\*Junior Class Advisor  
Math Olympiad  
History League  
PBIS Team Members

Category I—.01

Spanish Club  
High School Art Club  
High School Beta Club  
High School Science Club  
Middle School Beta Club  
Senior Class Advisor  
Flag Corps  
Peer Helpers

Category J – .0075

\*Sophomore Class Advisor  
\*Freshman Class Advisor

\*Two in each assignment – No experience accumulated

The Administrative Designee shall be paid \$20.00 each class period he/she is required to leave the classroom to act in place of the administrator, provided that the time away from the classroom exceeds thirty (30) minutes.

Any personnel performing duties as ticket sellers, ticket takers, scorekeepers, timers, dance and activity chaperons (excluding sponsors already receiving a stipend) and concession supervisors shall be paid twenty-five dollars (\$25.00) per event.

\*\*District Leadership Team Members (12) .01

\*\*High School Department Chairs (8) .005

\*\*Primary School PAL Members (4) .0257

\*\*SAP Members .0257 times 4 for high school and times 4 for middle school divided by the number of team members who actively participate from the beginning of the year.

\*\*The Board shall provide one release period for one High School SAP team member

\*\*No experience accumulated

## APPENDIX C

	Custodian & IA 0-29	IA 30-59	IA60	Sect.	Bookkeeper	CNA	Nurse
2019-20 Base	10.30	12.39	13.55	13.22	18.72	13.22	20.72
2019-20 Increase for each current employee	3%	3%	3%	3%	3%	NA	3%
2020-21 Base	11.00	12.39	13.55	13.22	18.72	13.22	20.72
2020-21 Increase for each current employee	\$.45	\$.45	\$.45	\$.45	\$.45	\$.45	\$.45
BASE 2021-22	12.00	12.39	13.55	13.22	18.72	13.22	20.72
2021-22 Increase for each current employee	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50	\$.50

- For custodians and instructional aides with less 30 additional hours of education, the following additional raises shall be given in year 2 (2020-2021) of the Agreement:
  - Between 1 and 2 consecutive years: \$0.65
  - Between 2 and 3 consecutive years: \$0.45
  - Between 3 and 4 consecutive years: \$0.24
  - Between 4 and 5 consecutive years: \$0.02
  
- For custodians and instructional aides with less 30 additional hours of education, the following additional raises shall be given in year 3 (2021-2022) of the Agreement:
  - Between 1 and 2 consecutive years: \$0.57
  - Between 2 and 3 consecutive years: \$0.54
  - Between 3 and 4 consecutive years: \$0.51
  - Between 4 and 5 consecutive years: \$0.48
  - Between 5 and 6 consecutive years: \$0.45
  - Between 6 and 7 consecutive years: \$0.27



## APPENDIX D

### EXTRA DUTY PAY SCHEDULE

<b>EXTRA DUTY</b>	<b>PAYROLL</b>
HS ASST VOLLEYBALL	Last Pay in September
HS CROSS COUNTRY	Last Pay in September
HS HEAD VOLLEYBALL	Last Pay in September
HS MUSICAL	Last Pay in September
HS VAR. GOLF	Last Pay in September
MS BASEBALL	Last Pay in September
MS SOFTBALL	Last Pay in September
MS 7 <sup>TH</sup> GR GIRLS' BKB	Last Pay in September
MS 8 <sup>TH</sup> GR GIRLS' BKB	Last Pay in September
DEPT CH/ ARTS	Last Pay in December
DEPT CH/ MATH	Last Pay in December
DEPT CH/ SP ED	Last Pay in December
DEPT CH/ ENGLISH	Last Pay in December
DEPT CH/ PE	Last Pay in December
DEPT CH/ SCIENCE	Last Pay in December
DEPT CH/ SOC SCI	Last Pay in December
DEPT CH/ VOTECH	Last Pay in December
HS ART CLUB	Last Pay in December
HS ASST. BOYS' BKB	Last Pay in December
HS CHEERLEADERS	Last Pay in December
HS FCCLA	Last Pay in December
HS FFA	Last Pay in December
HS HISTORY LEAGUE	Last Pay in December
HS NHS	Last Pay in December
HS SCHOLASTIC BOWL	Last Pay in December
HS SCIENCE CLUB	Last Pay in December
HS SPANISH CLUB	Last Pay in December
HS STUDENT COUNCIL	Last Pay in December
HS VAR WRESTLING	Last Pay in December
HS VAR. BOYS' BKB	Last Pay in December
HS VAR. GIRLS' BKB	Last Pay in December
HS YEARBOOK	Last Pay in December
MS 7 <sup>TH</sup> GR BOYS' BKB	Last Pay in December
MS 8 <sup>TH</sup> GR BOYS' BKB	Last Pay in December
MS ASST VOLLEYBALL	Last Pay in December
MS BETA CLUB	Last Pay in December
MS CHEERLEADERS	Last Pay in December
MS SCHOLASTIC BOWL	Last Pay in December
MS STUDENT COUNCIL	Last Pay in December
MS VOLLEYBALL	Last Pay in December
SPONSOR/FRESHMAN CLASS	Last Pay in December
SPONSOR/JUNIOR CLASS	Last Pay in December
SPONSOR/SENIOR CLASS	Last Pay in December
SPONSOR/SOPHMORE CLASS	Last Pay in December
PEP/MARCH BAND	Last Pay in December
HS ASST GIRLS' BKB	Last Pay in December
DIST. LEADERSHIP TEAM	Last Pay in December
HS ASST BASEBALL	Last Pay in March

HS ASST SOFTBALL	Last Pay in March
HS TRACK	Last Pay in March
HS VAR. BASEBALL	Last Pay in March
HS VAR. SOFTBALL	Last Pay in March
MS BOYS' TRACK	Last Pay in March
MS GIRLS' TRACK	Last Pay in March