

Collective Bargaining Agreement
Between
Coal City Community Unit Education Association/IEA/NEA
And
Coal City Community Unit School District #1
Board of Education

2023-2027

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Board of Education

2018-2023

ARTICLE I

RECOGNITION

- 1.1 The Board of Education of Coal City Community Unit School District #1, Grundy and Will Counties, Illinois, hereinafter the "Board" hereby recognizes the Coal City Community Unit Education Association/IEA-NEA, hereinafter the "Association," as the sole and exclusive bargaining representative for all full-time and part-time regularly employed licensed nonsupervisory personnel employed by Coal City Community Unit School District #1.
- 1.2 Part-time certified staff members
 1. Part-time certified staff members receive benefits if eligible on a pro rata basis unless specified otherwise. Part-time certified staff members will receive the same privileges as tenured certified staff members after they have worked for the district in any certified capacity in the previous four years and will receive all privileges guaranteed in this contract to tenured certified staff members unless prohibited by law.
 2. The status of a part-time certified staff members will be determined by the greater of the following:

average number of sections/classes (of similar duration) taught or supervised (e.g. guided practice, CCT, study hall, RtI interventions, etc.) by comparable full time certified staff members

or

total number of minutes in the district comparable to full-time certified staff members.
 3. All part-time certified staff members' part-time status will be reviewed by the Association to review the determination of the percentage of part-time status before salary agreements are sent out by Unit office.

ARTICLE II
GENERAL ASSOCIATION RIGHTS

- 2.1 The Association shall be given electronic notice of all regular and special meetings of the Board together with a copy of the agenda, if available, of each meeting prior to the scheduled time of the meeting.
- 2.2 One (1) electronic copy of all unofficial open Board minutes shall be made available to all members of the Association.
- 2.3 Should the Association send representatives to local, state or national conferences, these representatives shall be excused without loss of salary providing that the Association shall reimburse the District for the cost of the substitute(s). A written notification for leave shall be submitted to the Superintendent by the president of the Association seven (7) calendar days in advance of the requested absence. Such Association release time shall not exceed twelve (12) days per school year, but no one (1) association member may use more than four (4) Association days per school year.
- 2.4 Within thirty (30) days following ratification of the Agreement, the Board shall have an electronic copy of the Agreement accessible for members of the Association. For purposes of the Union ratification meeting, the Board will have sufficient copies for distribution of all collectively bargained contract changes.
- 2.5 The Association and its representatives shall have the right to request the use of school buildings, facilities, and equipment. Reasonable charges may be made for custodial services or consumable supplies.
- 2.6 Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before and after school or during a certified staff member's duty-free lunch period if it does not interfere with the educational program. The Board agrees to make every effort to give release time to the Association President to conduct Association business within the district. The Board reserves the right to request a general schedule of Association business conducted during any release time provided.
- 2.7 The Association shall have the right to post notices of activities and matters of Association business on bulletin boards in teacher workroom(s). The Association may use District e-mail to communicate with bargaining unit members and administration does not have to be courtesy copied. If certified staff member mailboxes are used to disseminate association business, then copies shall be given to the building Administration.

The Board shall provide the Association, including its agents and employees reasonable access to and information about employees in the bargaining unit in accordance with Section 3 of the *Illinois Educational Labor Relations Act* (as may be amended from time to time).

- 2.8 Only one (1) official personnel file shall be maintained. No material shall be placed in the file unless the certified staff member has had an opportunity to read such material. The certified staff member shall acknowledge that he/she has read any material by affixing his/her signature on the copy to be filed.

Any complaint, which could lead to disciplinary action to a certified staff member, shall be reported to the Association member by the Administration. Should the involved certified staff member or the immediate supervisor believe that the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the member and the complainant. At the request of the certified staff member, an Association representative(s) may be present at the meeting.

If any action will be taken affecting an Association member acting as a classroom teacher, extra-curricular sponsor, or coach, the Association member will be told of such possible actions(s) prior to the decision being announced to any other party, excluding the Board.

Each certified staff member shall have the right, upon twenty-four (24) hour's request, to review the contents of his or her personnel file in the presence of an Administrator or his or her designee, and may, upon request, secure one (1) photocopy of the documents contained therein. A reasonable charge may be required. A certified staff member shall receive a copy of any document hereafter placed in his or her personnel file and may, within one (1) year of such placement, respond in writing thereto, which response shall be placed in the file.

- 2.9 The Board agrees to furnish to the Association electronic copies of all readily available public information concerning the financial resources of the District.

2.10 DUES DEDUCTION

The Board shall deduct from the regular paycheck of each certified staff member, for whom it previously received written authorization or notice to do so from the Association, the required amount of Association dues. Upon receiving written notice of the authorization, the Board shall commence dues deductions as soon as practicable, but in no case later than thirty (30) days after receiving notice from the Association. Deductions shall be transmitted to the Association no later than ten (10) days after they are deducted.

A list of certified staff members from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Association officer upon request. Deductions pursuant to this provision shall continue unless and until authorization is properly withdrawn or revoked by the certified staff member in accordance with Association requirements and notice of such withdrawal or revocation is provided to the Board by the Association, or the certified staff member is no longer employed in a bargaining unit position.

If the Association does not provide the Board with actual copies of certified staff member authorization or revocation requests, then the Board shall rely on information provided by the Association regarding whether deductions were properly authorized or revoked and the Association shall indemnify the Board for any damages and reasonable costs incurred for any

claims made by a certified staff member for deductions made in good faith reliance on that information.

The Board shall provide the Association with employee information in accordance with Section 3(c)(2) of the *Illinois Educational Labor Relations Act*.

- 2.11 When a certified staff members is required to meet with an Administrator concerning any matter, which the certified staff member reasonably believes may result in disciplinary action being taken against him or her, the certified staff members shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present.

Disciplinary action for purpose of this provision shall mean written reprimands, written warning notices, letters of remediation, suspension, or dismissal.

- 2.12 The Association representatives and Superintendent shall meet monthly during the school year for the purpose of discussing issues unless other dates are agreed upon.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 Definitions

1. Any claims by the Association or any certified staff member that there has been a violation of the terms of this Agreement shall be a grievance.
2. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) school days before the close of the current school term, time limits shall consist of all weekdays.

3.2 Procedures

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

Step 1-within twenty (20) school days of the occurrence of the event giving rise to the grievance, the certified staff member, or the Association, if a class grievance, may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within fifteen (15) school days after receipt of the grievance. An Association representative, if requested by the grievant, the grievant, and the immediately involved supervisor shall be present for the meeting. Within fifteen (15) school days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.

Step II-if the grievance is not resolved at Step 1, then the Association may advance the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) school days after of the Step 1 answer deadline. The Superintendent shall arrange with the Association representative for a meeting to take place within fifteen (15) school 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 fifteen (15) school days of the meeting, the Association shall be provided with the Superintendent's written response.

Step III-if the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. A mutually acceptable alternative agency such as FMCS or the IELRB may also be used. If a demand for arbitration is not filed within thirty (30) school days of the Step II answer deadline, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to alter, amend or modify the terms of this Agreement. The arbitrator's authority shall be limited to interpreting the specific language of this Agreement.

- 3.3 Bypass the Superintendent-if the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 3.4 Class Grievance-class grievances involving a class of certified staff member, and grievances involving an Administrator above the building level may be initially filed by the Association at Step II.
- 3.5 Association Participation - Certified staff member Represented - the Board acknowledges the right of the grievant's representative to participate in the processing of a grievance as specified above.
- 3.6 Association Participation - Certified staff member Not Represented – when a certified staff member is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at Step I and II.
- 3.7 Released Time - should an arbitration hearing require that a certified staff member and an Association representative be released from their regular assignment, the certified staff member and Association representative shall be released without loss of pay or benefits.
- 3.8 Filing of Materials - all records related to a grievance shall be filed separately from the personnel files of the certified staff member.
- 3.9 Grievance Withdrawal - a grievance may be withdrawn at any level without establishing precedent.
- 3.10 No Written Response - if no written decision has been rendered within the time limits indicated by a step, then the grievance shall be considered denied and the grievant and/or Association may advance the grievance to the next step within the applicable time limits to do so.
- 3.11 AAA Rules - upon mutual agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules. Nothing in this section shall preclude the parties upon mutual agreement from using other dispute resolution agencies such as the FMCS or IELRB.
- 3.12 The fees and expenses of the arbitrator shall be shared by the parties. Expenses of court reporters or recording shall be borne by the party requesting same.

ARTICLE IV

LEAVES

4.1 Personal Leave

Personal leave shall consist of two (2) days per year and if unused shall be accumulated for up to four (4) days. Personal leave may only be used for transacting personal or legal business of a pressing or inflexible nature that cannot be fulfilled at any other time than during normal school hours. Under no circumstances may a personal leave day be used for vacation purposes.

1. Except in the case of emergencies, request for the use of personal leave shall be made to the human resources office VIA: the attendance software at least five (5) calendar days
2. Except in the case of emergencies, no more than ten (10) association members in the district combined may take personal leave on the same day.

Personal Day Restrictions

To take a personal day on the days stated below, the certified staff agrees only ONE Personal Day may be taken at all throughout that school year if it is taken during...	No personal days may be taken unless it is deemed an emergency/special occasion ...
○ The first 10 days and last ten days of student attendance of the school year. ○ Any Friday in December ○ During professional development ○ The day before or after a holiday *Any additional personal days not used will roll over to the following year per the contract. *If an additional personal day is required in case of an emergency/special occasion, it will require superintendent approval.	○ During standardized testing ○ On high school graduation ○ During parent/teacher conferences ○ During the last three school days in December

3. If personal leave days are not taken, they shall accumulate to a maximum of four (4) days. All other unused personal leave days shall be added to the accumulated sick days at the end of the year. If the certified staff member begins the year with four (4) accumulated personal leave days, the two (2) personal leave days afforded by the contract shall automatically become sick days at the beginning of that year.
4. No more than two (2) personal leave days may be taken in succession unless the reason for the personal leave is determined to be an emergency/special occasion.
5. For a personal leave request to be considered an emergency/special occasion, a request must be submitted in writing to the Superintendent or designee and be accompanied by an

explanation of the request. Approval or denial of such is at the discretion of the Superintendent or designee and any approval or denial shall not be precedential regarding any other such request. Emergency/special occasion can include an immediate family event of significant importance (e.g. taking child to college for the first time; child's college graduation; child's wedding) that is scheduled outside of the certified staff member's control.

4.2 Sick Leave

Each full-time certified staff member shall be granted sick leave days per school year without loss of pay according to the sum of awards below:

Years Of Service (YOS) Award:

0-5 YOS:	6 days
6-10 YOS:	7 days
11-15 YOS:	8 days
16-20 YOS:	9 days
21+ YOS:	10 days

Accumulated Award:

<75 days:	6 days
75-124:	7 days
125-174:	9 days
175-224:	10 days
225+:	11 days

If after 28 YOS a certified staff member has between 200 and 250 days accumulated due to the certified staff member having a board approved medical leave of 30 or more consecutive days during his/her tenure with the district, the certified staff member will be awarded 25 days per year until year 33 of service. This provision only applies to Tier I TRS staff.

All certified staff members will move to the new sick day language in this contract.

1. Sick leave shall accumulate to a maximum of 450 days.
2. Sick leave shall be interpreted to mean personal illness or injury, mental or behavioral health complications, quarantine at home or serious illness or death in the immediate family or household. The immediate family or household shall be interpreted to mean husband, wife, father, mother, son, daughter, sister, brother, and corresponding in-laws and steps from the preceding list. Additional immediate family includes grandchildren, grandparents, legal guardian, aunt, uncle, niece and nephew. A household can include anyone living on a permanent basis in the immediate household of the person employed.
3. Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. Certified staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Paid sick leave because of the birth of a child may be used absent

medical certification for up to 30 working school days, which days may be used at any time within the 12-month period following the birth of the child. The use of up to 30 working school days of paid sick leave because of the birth of a child may not be diminished as a result of any intervening period of nonworking days or school not being in session, such as for summer, winter, or spring break or holidays, that may occur during the use of the paid sick leave. For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the Board may require that the certified staff member provide evidence that the formal adoption process or the formal foster care process is underway, and such sick leave is limited to 30 days. Paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, in addition to using such sick leave upon taking custody of the child or accepting the child in need of foster care.

4. The Board shall maintain a complete accounting of each certified staff member's sick leave days and shall make this information available on each certified staff member's electronic paycheck stub.
5. Each school year the Board will grant excused paid absence up to three (3) days for Bereavement Leave. Any other days after the certified staff members use of the three (3) bereavement days, the certified staff member can use sick days. Per statute sick leave can be used for bereavement. Certified staff members will submit documentation electronically via shared form, within 2 school days of the certified staff members return to work.
6. Certified staff members will be required to submit to the Superintendent a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, a mental health professional licensed in Illinois providing ongoing care or treatment to the teacher or employee, a chiropractic physician licensed under the Medical Practice Act of 1987, a licensed advanced practice registered nurse, a licensed physician assistant, or if the treatment is by prayer or spiritual means, a spiritual advisor or practitioner of the teacher's or employee's faith as a basis for pay during leave after an absence of 3 days for personal illness or as the school board may deem necessary in other cases. Section 24-6 of the Illinois School Code. The certificate needs to state the dates the employee is under physician's care, and that the employee is excused from work. Documentation will be submitted electronically using the district form within one (1) business day upon employees return in the following circumstances per the chart below.

Category #1 Automatically needs a doctor's note	Category #2 After the fourth undocumented day, a certified staff member is required to submit a doctor's note for any absence in this category.	Category #3
○ After 3 consecutive workdays due to illness.	For an absence: ○ That occurs any day immediately preceding or following a holiday or holiday break. ○ On Parent/Teacher Conferences. ○ That occurs the first ten (10) days or last ten (10) days of student attendance. ○ On a Professional Development Day. ○ During standardized testing. ○ Before or after Personal leave.	○ For each sick leave absence after nine (9) undocumented sick leave days are used in a fiscal year.

4.3 Sick Leave Bank

Certified staff members may elect to participate on an annual basis to a voluntary Sick Leave Bank. Certified staff members would build a Sick Leave Bank by contributing two (2) days during the first year of implementation of the Bank, and one (1) day each year thereafter. If the Bank has a balance of 200 days or more on the first day of school, then no contribution will be necessary from anyone except first-year certified staff members and current certified staff members electing to join the sick bank. A retiring staff member may elect to donate up to ten (10) sick days which are not used for retirement purposes. These days will not be reimbursed by the district under section 10.3 of this agreement.

The Sick Leave Bank will be administered by a Sick Leave Bank Review Committee under the control of the Association Executive Board. The parties agree that the Bank will be in effect beginning the 2014-2015 school year and subsequent school years.

Participation:

Any certified staff member covered by this agreement is eligible to participate in the Sick Bank (eligible certified staff member). In order to participate, the eligible certified staff member must

donate two (2) days of sick leave to the Sick Bank:

- a) within twenty (20) school days of initial employment for newly hired certified staff member or;
- b) between the beginning of the school year and September 15 of each school year for any certified staff member who was not eligible to participate or chose not to participate in the previous year. An eligible certified staff member who chose not to participate in the previous year or years must donate an additional one (1) days of sick leave.

Once an eligible certified staff member elects to participate and continues their participation, they will be considered eligible members of the Sick Bank.

TO BE ELIGIBLE TO DRAW ON THE BANK, THE FOLLOWING CONDITIONS MUST BE MET:

1. The eligible member must have suffered a catastrophic type of illness or injury (e.g. such as, advanced cancer, massive heart attack or multiple severe injuries from an automobile accident or fire) as determined by the Review Committee.
2. The eligible member must have exhausted his/her own accumulated sick leave days and personal leave days.
3. The eligible member must submit a request to the Review Committee, which identifies the reason for the request and the number of sick days needed from the Bank. The Committee may also require additional information from the person (e.g., a report from the physician confirming the illness or injury and the prognosis which necessitates use of the Sick Leave Bank for the number of days requested by the eligible member. Nothing in this paragraph shall preclude the Board of Education from requiring the eligible member to submit to an examination by a licensed physician at the District expense in accordance with Section 24-5 of the Illinois School Code.
4. The Sick Leave Bank may be used only for the eligible member's severe medical condition. Those participating in the bank may draw up to 100 days from the bank in any one school year as long as there are contributed, unused days in the bank. Priority for use of Sick Leave Bank days will be on a first come, first served basis. A member ceasing employment or withdrawing from membership and participation in the Sick Leave Bank shall not be able to withdraw the contributed days.

In the event that an eligible member becomes eligible, under TRS rules, for temporary or permanent disability, the member shall no longer qualify for days from the Sick Leave Bank until returning to work full-time. Usage and operation of the Sick Leave Bank shall be in full compliance with any applicable provisions of state and federal laws or regulations.

5. The Association agrees to indemnify and hold harmless the Board, its members, employees, and agents for and against any claims, grievances, actions, causes of action or liability resulting from the Association's operation and administration of the Sick Leave Bank, including, but not limited to, any claims based upon the Committee's denial of the staff members application for sick leave bank benefits.

4.4 Family and Medical Leave Act Option

- A. In addition to sick leave per section 4.2, certified staff members shall be granted leave per the Family and Medical Leave Act of 1993. The Board shall run a certified staff member's available paid sick leave and/or personal leave concurrently to cover some or all of the FMLA leave period.
- B. Eligible certified staff members for FMLA purposes are those who have been employed for at least 12 months and who have worked at least 1,000 hours in the previous 12-month period. Such "eligible teacher" is entitled to a total of twelve (12) work weeks of unpaid leave during any 12-month period for one or more of the following reasons:
 1. birth and/or first-year care of a child;
 2. the adoption of a child or the placement of a foster child; including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date;
 3. to care for a spouse, son, daughter, or parent who has a serious health condition;
 4. a serious health condition that makes the certified staff member unable to perform the functions of his or her job.
 5. The existence of a qualifying exigency arising out of the fact that the certified staff member's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided in federal rules.
 6. To care for the certified staff member's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness, as provided by federal rules. If spouses are employed by the District, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above. A certified staff member may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules.

C. Notification of Leave

Where leave is due to an event which is foreseeable, the certified staff member shall give thirty (30) calendar days written notice before the leave is to begin. In cases of emergency, written notice shall be given as soon as practicable. The Board may waive the notice requirements.

D. Benefits Protected During Leave

1. During this leave the Board shall maintain and pay for all insurance coverage under the same conditions coverage is provided to the certified staff member as if the certified staff member had not taken leave.
2. Sick leave benefits and personal leave benefits shall run concurrently during this leave.
3. For purposes of determining contractual continued service (tenure), length of continuing service with the District and advancement on the salary schedule, a school year shall be counted only if the certified staff member actually teaches/performs job specific assigned duties or is otherwise present or participating in the District's educational program for one hundred twenty (120) days or more, provided that the days of leave under the federal Family Medical Leave Act that the certified staff member is required to take until the end of the school term shall be considered days of teaching or participation in the District's educational program.

E. Restoration to Position Following Leave

If returning from FMLA leave occasioned by the certified staff member's own serious health condition, the certified staff member is required to obtain and present certification from the certified staff member's health care provider that he or she is able to resume work. A certified staff member returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations the District may impose as provided in the FMLA or implementing regulations, and (2) the District's reassignment policies and practices. Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

4.5 Leave of Absence

Leaves of absence may be granted without pay to tenured certified staff members as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave. Leaves of absence without pay for not more than one (1) year may be granted to tenured certified staff member according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the Administration and applicant and determined prior to initiating the request.

3. Leaves of less than one (1) month, if acceptable to and approved by the Administration, will not require Board approval or three months' notice.
4. Leaves may be granted for:
 - a. Advanced study leading to a degree in an approved university or college.
 - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
 - c. Military service.
 - d. Maternity, paternity, or adoption childcare.
 - e. Other reasons acceptable to the Board, which will improve the educational program in the District.
4. Certified staff members on such leave may continue insurance benefits if they reimburse the District for any pro rata costs of benefits for which they apply.
5. For purposes of determining contractual continued service (tenure) and length of continuing service with the District, a school year shall be counted only if the certified staff member actually teaches or is otherwise present or participating in the District's educational program for one hundred twenty (120) days or more, provided that the days of leave under the federal Family Medical Leave Act that the certified staff member is required to take until the end of the school term shall be considered days of teaching or participation in the District's educational program.
6. Certified staff members shall notify the District of intention to return at least ninety (90) calendar days before the end of the school year or the semester prior to resuming duties. Failure to do so will be considered a resignation.

4.6 Jury Duty

Approval will be granted, with pay, for any jury duty imposed upon any bargaining unit certified staff member. The certified staff member compensation from the court related to the jury duty; exclusive of travel allowance; must be turned over to the District.

4.7 Temporary Disability Leave

Any professional staff member who has entered upon continual contractual service status (tenure) may, when such certified staff member has exhausted all paid sick leave as provided in the applicable section of this contract, be entitled to temporary disability leave without salary or District-paid benefits. Such leave may be granted in up to ninety (90) school day increments and may be renewed by the Board if requested by the disabled certified staff member. In the event the certified staff member returns during a semester that has already begun, the Board may assign the certified staff member as a regular substitute.

ARTICLE V

HONORABLE DISMISSAL OF CERTIFIED STAFF

- 5.1 The honorable dismissal of certified staff member shall be made pursuant to Section 24.12 of the Illinois School Code and affected certified staff member shall be entitled to all of the rights set forth therein. (See Contract Addendum)
- 5.2 Length of continuing service with the school district, as utilized in Section 24-12 of the Code (See Contract Addendum), shall be defined as the number of years in the District in a position requiring a Professional Educator License (PEL) and shall begin from the initial date of employment, subject to the limitations set forth in Article IV above. The length of continuing service for certified staff members working part time shall be prorated accordingly.
- 5.3 Tenured certified staff member terminated due to a reduction of force shall be given notice in writing by registered mail with return receipt requested at least forty-five (45) school days prior to the close of the school year. Included in the notice shall be a statement of honorable dismissal and the reason therefor.
- 5.4 In the event vacancies become available and the tenured certified staff member on layoff are qualified to hold positions which are vacant, the positions shall be made available pursuant to Section 24.12 of the Illinois School Code (See Contract Addendum). Recall shall continue within one calendar year from the beginning of the following school term. Certified staff member on layoff shall have fifteen (15) school days from notification to accept any position offered. Failure to respond shall constitute a waiver of recall rights.

ARTICLE VI

TRANSFER/REASSIGNMENTS

6.1 New and Vacant Positions

The Superintendent or designee shall have posted electronically to all Association members a notice of all new or vacant, full-time and part-time regularly employed licensed personnel employed by Coal City Community Unit School District #1. Temporary appointments shall not exceed beyond the school year in which they are made.

Such new or vacant bargaining unit positions shall be filled upon the consideration of factors that include without limitation licenses, qualifications, merit and ability (including performance evaluations, if available), and relevant experience. Length of continuing service with the District will only be considered as a factor if all other factors are determined by the school district to be equal.

6.2 Voluntary transfer/reassignment

Any certified staff member may apply for transfer/reassignment when an opportunity for such occurs. Such applications shall be in writing or via electronic format to the Administrator listed on the transfer/reassignment opportunity notice. A tenured certified staff member shall not be required to interview for said transfer/reassignment. Prior to the announcement of a final staffing decision for an open position, the administration shall communicate with each internal applicant. If a building principal denies the request for transfer/reassignment, the certified staff member may request a conference.

A transfer is defined as relocation to another building or site.

6.3 Involuntary transfer

1. It is recognized that involuntary transfer occurs when certified staff members are relocated to a different attendance center due to programmatic changes, realignment of schools, instructional requirements and for other reasons.
2. Before involuntary transfers occur within the District, the Administration shall seek volunteers from within the District, but the District is not required to fill the position with said volunteers.
3. Involuntary transfers shall be based on experience, competency, qualifications of the certified staff member, and what the administration has determined is in the best interest of the school district.
4. Before the beginning of a school year, the Administration shall give notice of said transfer at least ten (10) school days prior to the involuntary transfer. After the beginning of a school year, the Administration shall give notice of said transfer at least twenty (20) school days prior to the involuntary transfer.

5. A certified staff member may request a hearing with the appropriate Administrator and request an Association representative be present.
6. If a certified staff member disagrees with the transfer, the certified staff member may resign without prejudice.

6.4 Involuntary Reassignment

If a major change in assignment within the building is required by the Administration, the certified staff member will be notified and given a hearing with the building Administrator. If a certified staff members disagrees with the reassignment, the certified staff members may resign without prejudice.

A major change within the building is limited to assignment to a different department if departmentalized, or to a different grade level.

6.5 Certified staff member notification of assignments

The District will make every effort to give written notice of teaching assignments for the forthcoming year no later than sixty (60) calendar days preceding the first day of the new school term. In the event changes in such assignments are necessary, the certified staff member affected shall be notified promptly.

6.6 Full-time to Part-time Status

Any tenured certified staff member who moves from full-time status to part-time status either voluntarily or involuntarily shall retain their tenured status.

ARTICLE VII

WORKING HOURS, WORKING CONDITIONS, AND EVALUATIONS

- 7.1 The certified staff member's normal duty day shall be 7 hours and 40 minutes inclusive of lunch. Individual starting times for each building shall be established by the Administration. Certified staff members will be expected to attend building, District and parent meetings, which extend these times.

Individual starting and ending times for each building shall be established by the Administration, and student attendance time should not exceed 6 hours and 50 minutes.

Building level meetings, other than early dismissal meetings, all day institute days and workshops, will be limited to a maximum of three per month. Except in the case of an emergency, meetings will not begin prior to 45 minutes before the start of student attendance nor end later than 45 minutes after the conclusion of student attendance. All certified staff members will be provided with notice of meetings 24 hours in advance where possible.

All certified staff are required to attend Parent/Teacher Conferences in the fall and spring. (Part-time certified staff members' requirements are based on a pro-rata basis.) In addition, certified staff is required to attend either Open House or "Back to School Night". High School certified staff is required to attend the high school graduation. Eighth grade certified staff members are required to attend eighth grade promotion and the eighth-grade class trip, but not the last day of student attendance. Staff shared between buildings will be required to attend one Open House/Back to School Night or graduation ceremony as determined by the administration.

On Fridays, days before a holiday, and days when certified staff members are expected by building administration as a part of their professional responsibilities to attend after school hours district or building-sponsored student activities, certified staff members are free to leave ten (10) minutes after the end of the student day if students have left the building. On all other days, early sign-out during the last thirty (30) minutes of the certified staff member's contractual time is permissible if reason is given and approved in advance by the Administration.

Part-time certified staff members will be required to be at their respective building, depending on their scheduled time in the district, at the same start or end time as full-time certified staff members.

- 7.2 For the term of this agreement, the Board will make every effort to provide clerical services through provisions of copy clerks will continue to provide assistance at levels PreK-5 on a schedule determined by school administrators not to exceed two (2) hours per day in total between the ECC, ES, and IS. In the event that no one is available to fill the position, the administration and Building Representative(s) will have a discussion to come up with a solution.
- 7.3 All certified staff members in grades PreK-5 shall be provided preparation time during student attendance with an annualized average of 3 1/2 hours of preparation time per 5 day week with at least one 30 minute block of preparation time per day. In the event of a scheduled early release day, the approved early release schedule will be followed. If specials/encore are absent, substitutes

will be provided, or the certified staff member will be reimbursed at the current pro-rated in-house substitute rate listed in Appendix B.

No block of time that is less than fifteen (15) minutes shall be considered as part of a certified staff member's contractual preparation time, regardless of employment status.

Part-time certified staff members shall be given prep time on a pro-rata basis.

A recess/lunch aide, other than certified staff member, will be provided to assist with all administratively scheduled elementary (K-5) school recesses/lunches except in emergencies. In such cases, certified staff member will be compensated at the current pro-rated in-house substitute rate listed in Appendix B.

In lieu of providing a recess/lunch aide, PreK-5 specialist/encore staff member may be required to provide instructional support and/or supervise lunches and/or recess if it is necessary to maintain a certified staff member's full-time status at one particular school, or to maintain a certified staff member's full-time status within the District.

In the event that this should occur, the administration and certified specialist/encore member (with building representation if desired) will have a discussion on how to best utilize the staff member. Administration has the final decision on scheduling the certified specialist/encore member.

- 7.4 A middle school certified staff member shall be provided a minimum of one (1) preparation period equivalent to one student class period per day. A middle school certified staff member will be defined as grades 6-8. A certified staff members shall have the right to limit the number of students in their guided practice session to 40 students if there is not a second certified staff members present to help supervise.
- 7.5 A high school certified staff member shall be provided two (2) preparation periods not to exceed 50 minutes each in an eight (8) period day or one (1) preparation period in a four (4) period day.
- 7.6 If approved by the Administration, certified staff members shall have the opportunity to work during the summer break for the purpose of planning/preparing or curriculum work for grade level, team or departmental improvement or other work deemed necessary as established by the administration. The pay for this work shall be \$32.00 per hour for a maximum of eight (8) hours per day. The times for such work shall be determined by the administration.
- 7.7 Certified Staff Members Evaluations

All certified staff members shall be evaluated according to the evaluation plan designed in cooperation with the Association.

Unsatisfactory Rating Appeals Process

A teacher rated unsatisfactory on a final summative evaluation may appeal by following the

Unsatisfactory Evaluation Appeals Process as outlined in the District Evaluation Plan and in line with the Illinois State Statute Section 24A-5.5

7.8 Coaching Evaluations

- a. The Administration will evaluate head coaches and varsity assistants within thirty (30) days after the close of the coaching season, which will constitute the completion of the state tournament series for the sport to be evaluated.
- b. Results of any coaching evaluation shall not be included as a part of the certified staff member's evaluation of teaching performance except in the case of severe misconduct.

7.9 An Administrator shall not request a non-tenured certified staff member to sit on more than two (2) committees and sponsor/coach more than two (2) extracurricular/cocurricular activities in one academic year.

No Association member shall be asked to sponsor/coach any activity without compensation. However, Association members may volunteer for such positions.

7.10 Special Education certified staff members will be granted a minimum of one (1) full day of the school calendar to complete necessary reports and documents in preparation for annual reviews. All work will be performed at the certified staff member's assigned building unless other arrangements are made.

7.11 Staff required to travel between buildings, as part of their teaching assignment, will be allotted a minimum of twenty (20) minutes per transit with preferred parking. If scheduling allows, travel time will be adjacent to a certified staff member's prep period, and shall not be considered as part of an certified staff member's contractual plan time. Certified staff members whose prep period is adjacent to their travel time will be allotted 15 minutes per transit with preferred parking.

7.12 Administration will make every effort to use specialized service certified staff members, including school psychologist, school counselor, and social workers as a last resort for subbing in classrooms. In the event that the administration has to direct these staff members to substitute, they will be compensated at the inhouse sub rate under the following conditions:

PreK – 5 15 minutes to 45 minutes maximum per day

6 – 12 30 minutes to 90 minutes maximum per day

ARTICLE IX
COMPENSATION

9.1 Salary and placement guidelines are incorporated as Appendix A.

1. The Board shall pay all certified staff member contributions required by TRS up to 11%.
2. If the number of teaching days exceeds 180 days or the number of work days exceeds 185 days, the contract shall be reopened to negotiate the impact of this change.

9.2 Extracurricular/cocurricular stipends are incorporated as Appendix B.

1. Experience will be credited for satisfactory work in the District in one general classification and experience earned in one general classification cannot be used in another classification. All cheerleading will be considered to be in the same general classification and level. (i.e. Frosh/Soph Volleyball will be experience for volleyball only, not any other activity.)
2. Experience gained at one level shall transfer at a 50% rate to a higher level. Experience gained at one level shall transfer at a 100% rate to a lower level. Levels shall be in the order as listed in appendix B.
3. It is understood that no one shall receive less pay than he/she received during the previous school year for the same extracurricular/cocurricular position. This is not applicable if negotiated changes are made to the base salary or the extracurricular/cocurricular stipend schedule.
4. District certified staff members will be given the first opportunity for all after-school tutoring and summer school employment. All certified staff members will be compensated at the stipend listed in Appendix B. Association members currently being compensated for a stipend listed in Appendix B that has been frozen or reduced will be frozen at the percentage rate they were being compensated at during the 2023-2023 school year.
5. A qualified Association member will always be considered for a position by the district before considering and/or interviewing non-Association members. The Board of Education may subcontract out all extracurricular, co-curricular, and additional district positions listed in the certified staff member's contract as a one-year contract to non-Association members. At the Association's request, the District will post a position that had been filled the year prior by a non-Association member to enable an Association member to apply. Requests must be made prior to May 1st. Qualifications and experience will be considered if an Association member is qualified for an open position. The Board of Education makes all final hiring decisions for these positions.

9.3 Pay Dates

Certified staff members will be paid on the 15th of each month and the last day of each month for the duration of this agreement. During the 2023-2024 school year, there will be 25 pay dates during the transition from 26 pays to 24 pays. All association members will receive their pay via direct deposit.

9.4 Mileage

Certified staff members who have approved mileage for job-related travel will receive reimbursement at the same rate as recognized by the IRS for the preceding tax year. Mileage reimbursement will not be paid to the certified staff member if a District vehicle was available. Certified staff members required to travel to different buildings as part of their teaching assignment will receive mileage reimbursement at the rate mentioned above. This mileage shall be paid at the end of each quarter. The certified staff member is responsible for keeping track of and turning in the mileage to their building principal each quarter. Reimbursement may not be requested for previous quarters or years.

9.5 Additional Positions

If during the term of the agreement, the Board shall create any additional extracurricular/cocurricular positions, the rate of pay shall be determined by impact bargaining between the Board and Association.

9.6 New hires will be given five (5) years credit and one-half year credit thereafter for each year of approved previous experience. For certified staff members hired in subjects identified by the Illinois State Board of Education as shortage areas, the Board reserves the right to credit up to all previous experience.

9.7 Overload Pay

1. When a certified staff member is requested to give up his/her planning periods for a minimum of one quarter of the school year to teach an extra class or perform extra duties, that certified staff member shall be paid a fraction of his/her base salary (excluding stipends), as follows:

Grade 5-12	1/6 of salary (1/3 if a certified staff members in grade 9-12 Gives up both 85 min. planning periods)
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Grade PreK-4	1/10 of salary
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If the extra class or duties do not last the full school year, the overload pay shall be pro-rated. A certified staff member shall never be paid less than internal sub pay for giving up his/her planning period. This excludes any part-time Dean of Student positions.

2. If class sizes exceed the Board of Education Resolution of Class Size, the Board of Education will attempt to remedy by either adding an aide to the class or adding an additional section. If class sizes in special classes exceed 150% of the guidelines listed above, another certified staff member or aide will be added to that class, or an additional section will be added.
3. Each year in March, the superintendent, building administration (chosen by the superintendent), will meet with representatives of the Association (chosen by the association) to discuss class size and discuss any non-binding suggestions which the association might have with respect to balancing class sizes. The superintendent will summarize the suggestions and email them to the Board of Education and courtesy copy the committee members.

ARTICLE X

FRINGE BENEFITS

10.1 Insurance

The Board will pick up 88% of the Single coverage for certified staff members and 78% of the Family coverage for certified staff members.

The certified staff member paid portion will be sheltered under Section 125 of the Internal Revenue Code. The impact of any insurance committee recommendation will be bargained, at which time this section (10.1) and only this section of the contract may be reopened if this is done prior to end of this contract.

In addition, certified staff members may elect to put a part of their salary into their HSA (pre-tax) up to the limit as prescribed by law. The total amount invested each year may not be greater than the amount limited by law.

Any certified staff member and any dependent over the age of eighteen (18) covered under the school district insurance plan is required to participate in a school district sponsored health screening provided at the beginning of each school year at no cost to the certified staff member. In lieu of participation in the school district sponsored health screening, certified staff members /dependents can provide proof of an equivalent health screening from a doctor, which must be received in the District Office by September 1 of each school year. If a certified staff member and/or dependent does not participate in the school district sponsored health screening provided at the beginning of each school year, and fails to provide proof of an equivalent health screening from a doctor by September 1 of each school year, the Board will pick up 80% of the Single coverage for such certified staff members and 70% of the Family coverage for such certified staff members.

Family coverage shall include spouse, eligible children or domestic partner. An eligible domestic partner shall be defined by the insurance carrier.

- A. Subject to State and Federal law and if approved by the carrier, if not eligible for insurance through TRS, the group insurance plan for health and hospitalization coverage shall be made available to certified staff member retiring prior to age 65 and their dependents until such time as said certified staff member and/or their dependents become eligible for Medicare; provided, however, that the certified staff member pays the monthly premium in advance.
- B. Subject to State and Federal law and if approved by the carrier, certified staff members granted leaves of absence of any type by the Board shall be eligible to continue participation in the group insurance coverage plan; provided, however, that the certified staff member pays the monthly premium in advance. This does not apply to FMLA leaves.
- C. Subject to State and Federal law and if approved by the carrier, surviving spouses are allowed to retain dependent medical insurance until the end of the current calendar year in which the

death of the covered spouse occurs; provided, however, that the certified staff member pays the monthly premium in advance. The timeline is subject to COBRA rules and regulations.

- D. Subject to State and Federal law and if not eligible for Teachers' Retirement System hospital medical insurance, temporarily disabled certified staff members may continue coverage until such time that they are eligible to return to work for the District or until such time as they are certified permanently disabled; provided, however, that the certified staff member pays the monthly premium in advance.
- E. When the total cost of insurance premiums shall be borne by the certified staff member, payment shall be payable to the District in advance of the coverage date.
- F. The Board shall pay the premium for a \$15,000 life insurance policy with double indemnity if approved by the carrier.

Part-time certified staff members whose status is 0.5 or greater will be treated the same as full time certified staff members concerning all insurance matters.

10.2 Professional Growth

- A. Extra-mural courses and hours of credit for lane movement must be of graduate standing from educational institutions accredited by the Council for the Accreditation of Educator Preparation (CAEP) or on the Approved College and University List (see addendum). All courses shall be submitted to the Superintendent in writing for approval.
- B. Approved college credits earned during the last school year or during the summer, any time previous to September 30, shall entitle the certified staff member to receive credit for lane movement upon submission of proof of completion to the Superintendent's office by September 30.
- C. The Board shall make available \$65,000 per fiscal year for the duration of this contractual agreement for reimbursement of professional growth courses/hours. Tuition reimbursement is paid out on a first come, first serve basis. Unused money in the pool is not carried over to the subsequent years. The reimbursement is for hours completed between September 1 and August 31, and shall include course completed during that time period. Payroll changes shall be submitted to the bookkeeper by September 30. Payments will be made each October for credits earned during the previous September 1 through August 31 upon submission of proof of completion and necessary approval granted by the Superintendent.
- D. Courses eligible for reimbursement must be of graduate status and credit issued by an educational institution accredited by the Council for the Accreditation of Educator Preparation (CAEP) or on the Approved College and University List (see addendum). Courses approved under past contracts will not necessarily be approved beginning with this contractual agreement. Coursework will be reimbursed in accordance with the following criteria:
 - 1. Graduate courses taken as part of an approved advanced degree program in an Association

member's current or potential teaching assignment will be reimbursed at a rate of up to \$250 per credit hour if approved by the Superintendent. Approval of the advanced degree program must be approved by the Superintendent.

2. Graduate courses taken in pursuit of another teaching or professional educator license or in an Association member's current or potential teaching assignment will be reimbursed at a rate of \$200 per credit hour if approved by the Superintendent. Approval to pursue another teaching or educational certificate must be approved by the Superintendent in order to be eligible for reimbursement.

Tenured certified staff members are eligible for twelve (12) hours of tuition reimbursement per fiscal year.

Non-tenured certified staff members are eligible for six (6) hours of tuition reimbursement per fiscal year.

3. Graduate courses or training taken at the request of the Board of Education for the benefit of Coal City Community Unit School District #1 will be reimbursed in full for the total expenses of tuition and class fees at the time of tuition being due. If the certified staff member does not complete the course or earn a grade of "A" or "B", a payroll deduction in the amount of tuition paid by the district will be applied and that amount will be deducted from the certified staff members pay.
- E. A grade of "A" or "B" must be earned to apply a graduate course towards lane movement, or to be eligible for tuition reimbursement.
- F. With the approval of the Superintendent, certified staff members may be enrolled in an approved advanced degree program not directly related to their teaching assignment or curriculum and/or instruction (i.e. Administration, Counseling, Social Work, etc.). Those certified staff members are subject to the following reimbursement requirements if they voluntarily leave District #1 within five years after completing their masters degree.

Leave within one (1) year after completion = 100% of tuition reimbursement paid back to the District

Leave within two (2) years after completion = 80% of tuition reimbursement paid back to the District

Leave within three (3) years after completion = 60% of tuition reimbursement paid back to the District

Leave within four (4) years after completion = 40% of tuition reimbursement paid back to the District

Leave within five (5) years after completion = 20% of tuition reimbursement paid back to the District

G. District Sponsored Coursework

Selected professional development offerings conducted within District #1 may be offered for internal credit used for lane movement when the courses meet the following criteria:

1. Are sponsored by District #1 and are approved by the Superintendent
2. Are conducted at times other than during the contractual school day
3. Meet at least fifteen (15) hours for each one (1) hour of credit
4. Require participants to produce a product as a result of the coursework
5. Require participants to complete course evaluations

Space in each eligible class will be granted on a first-come, first-served basis. A course may be cancelled if enrollment does not meet the minimum as determined by the administration. Courses, unless otherwise noted, may not be repeated for additional credit or stipend. Certified staff members must attend the entire scheduled session to receive the internal credit. In order to receive internal credit, certified staff members must complete each course in good standing as determined by the course instructor. Certified staff members who have previously received credit for taking a specific District #1 course may audit the course, provided space is available.

Lane movement for District #1 courses will follow the procedure in Section 10.2(B) of this Agreement.

In-District Instruction is defined as contractual staff who teach courses for in-district credit in accordance with Section 10.2.H. In-District instructors will receive \$500 per credit hour taught.

H. National Board Certification

Certified staff members may elect to pursue National Board Certification. The incentive program for National Board Certification is as follows:

1. Certified staff members registered for any or all of the four (4) National Board components of the National Board Process, will have fees and costs paid at the time they are due, after they have applied for any state monies available. The certified staff member will be required to complete their work within district. If the district offers support sessions, the certified staff member will be expected to attend 80% of those sessions.
2. If the certified staff member does not submit their entry, they may follow the National Board rules for completion. If the certified staff member does not receive a score for the NB Component they applied for, they will pay the district back in full or follow the guidelines set up for the state monies.

Certified staff members will be awarded six (6) hours of internal credit upon receiving a score for each component.

3. If after completing all four (4) components, a certified staff member receives a passing score for the National Board Certification, they will be awarded an additional 6 hours of internal credit.
4. If the certified staff member is in the last lane at the time of completing National Board Certification, the certified staff member will receive a yearly \$1,000 stipend pending they maintain the certification.
5. If the certified staff members does not receive a passing score for the National Board Certification, they may pursue the retake options and will incur the costs involved.
6. Certified staff members registered for any or all of the two (2) National Board MOC components of the National Board Process, will have fees and costs paid at the time they are due, after they have applied for any state monies available. The certified staff member will be required to complete their work within district. If the district offers support sessions, the certified staff member will be expected to attend 80% of those sessions.
7. If the certified staff member does not submit their entry, they may follow the National Board rules for completion. If the certified staff member does not receive a score for the NB MOC Component they applied for, they will pay the district back in full or follow the guidelines set up for the state monies.

Certified staff members will be awarded six (6) hours of internal credit upon receiving a score for each MOC component.

8. If after completing both of the two (2) components, an certified staff member receives a passing score for the National Board Maintenance of Certification, they will be awarded an additional three (3) hours of internal credit. If the certified staff member is in the last lane at the time of completing National Board Maintenance of Certification, the certified staff member will receive a yearly \$1,000 stipend pending they maintain the certification.
 9. If the certified staff member does not receive a passing score for the National Board Maintenance of Certification, they may pursue the retake options and will incur the costs involved.
- I. The Board will make available \$55,000 per year for the duration of this contractual agreement for approved professional development activities. Prior written approval must be given by the Superintendent or designee for such professional leave.

If certified staff member requests for professional development are denied because of depletion of Professional Development Activities monies, certified staff member evaluations will not reflect the absence of participation.

- J. At the conclusion of the fiscal year, any of the \$55,000 not utilized for professional development activities will be allocated towards any outstanding tuition reimbursement from the September payment of the same fiscal year. Such payment will be made by June 30.

ARTICLE XI

MANAGEMENT RIGHTS

- 11.1 The Association recognizes that the Board retains and reserves the right and authority to manage and direct, on behalf of the public, all operations and activities of the District to the extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board and its representatives in conformity with the provisions of this Contract.
- 11.2 It is recognized that the Board has the right to manage its operations and direct its certified staff members as in its judgment it deems as proper insofar as the Board's actions conform to the provisions of this Contract.

ARTICLE XII

TERMS OF AGREEMENT

12.1 Complete Understanding

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

The parties agree that each had the unlimited right to propose and counter propose during the negotiations leading to this Agreement. It is further agreed that negotiations will not be reopened during the term of this agreement on any legally or contractually permissible management action except by mutual agreement.

12.2 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a Court of competent jurisdiction, then said article, section or clause shall be deleted or renegotiated herefrom, but the remaining articles, sections and clauses shall remain in full force and effect.

12.3 No Strike

During the term of this Agreement, certified staff members shall not participate in a strike in whole or in part. Strike means an certified staff member's refusal in concerted action with others to report for duty, or his or her willful absence from his or her position, or in his or her stoppage of work, or his or her absence in whole or in part from the full, faithful or proper performance of his or her contractual obligations, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, right, privileges or obligations of public employment. Nothing in this provision shall operate to eliminate a certified staff member's or the Association's legal, constitutional, or regulatory rights.

12.4 Duration

This Agreement shall be effective on the first certified staff member work day of the 2023-2024 school term, or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m. on the day preceding the first employee work day of 2027-2028 school term.

ARTICLE XIII

Retirement Incentives

1. Qualifications. A certified staff member who, at the date of retirement, (a) has a minimum of fifteen (15) years of creditable service with the District; (b) is at least 55 years of age; (c) can demonstrate (subject to School District verification), before participation, that the District will incur no TRS penalties; and (d) meets the participation deadlines set forth below, will be eligible to participate in the District's retirement incentive program as set forth below. A certified staff member who turns 55 after June 30th in the year of retirement but before the first day of the following school year will be considered "at least 55 years of age" for purposes of qualifying for the retirement incentives set forth herein.

2. Notice Requirement. To participate in this retirement program, an eligible certified staff member must submit to the Superintendent an irrevocable notice of retirement by June 30 of the school year immediately before the school year in which the benefits set forth below begin to be provided to the certified staff member. The certified staff members irrevocable notice must state a retirement date at the end of a school year no later than June 30, 2032. This notice must be received by the Superintendent by June 30th of any year of this Agreement but no later than June 30, 2028. Participating certified staff members who elect to retire under the provisions of this program will receive only the benefits of this program and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

3. Benefits. As a voluntary retirement benefit for qualifying certified staff members, the Board agrees to increase the certified staff members TRS creditable earnings by 6% over their prior year's reported TRS creditable earnings for their final one to four years of employment in the District depending on the notice provided to the District. The increases under this program are in lieu of any other raise, step, or other creditable earnings increase to which the certified staff member may otherwise have been entitled.

The 6% increase in total creditable earnings is for all duties, teaching and extra- /co-curricular, held by the certified staff member at the time of notification, inclusive of TRS contributions. If the certified staff member resigns or is removed from any compensated duty after such notification, the amount attributed to that duty will be subtracted from his/her compensation and the retirement benefit will be reduced proportionally. A certified staff member shall not be removed from a compensated position without just cause.

If a certified staff member in the program has a potential shortfall in TRS creditable earnings due to the elimination of a stipend or extra duty opportunities by the District, or extenuating circumstances involving a medical leave, the District will make every effort and work collaboratively with the certified staff member to find opportunities to avoid a shortfall if the certified staff member expresses an interest in such opportunities.

A certified staff member will not be assigned to any compensated duty during his/her years of participation in this program if it causes an increase of more than 6% over the previous year's creditable earnings. If a certified staff member performs any new or different activities that would cause the certified staff member to incur an earnings increase in excess of 6% in the last four years of employment, the certified staff member shall have the choice of not performing the activity or accepting a lesser rate of pay, that would not cause the earnings increase to exceed 6%.

Under no circumstances may a certified staff member participating in this program receive a creditable earnings increase of more than 6% over the certified staff member's prior year's creditable earnings in the last four years of employment.

Once the compensation for all creditable duties has been determined for the school year prior to the certified staff member's first year of participation in the District's retirement incentive program, it is expected the certified staff member will perform that equivalent monetary amount of creditable duties (i.e. including extra-/co-curricular work, curriculum work, internal subbing, ticket taking, etc.) each year that he/she participates in the program. Certified staff members are required to document all extra duties on time sheets. Prior to June 15 each fiscal year, each participant in the District retirement incentive program must reconcile to the District office the amount of his/her compensation paid for extra duties with the amount of extra duty work actually performed.

Additional Post-Retirement Benefit

The District will also pay any eligible certified staff member retiring \$25 per day for the first 60 unused accumulated sick days, so long as those days are not applied toward additional service credit with TRS. If sick days remain, the next 40 unused accumulated sick days will be paid at \$45 per day, so long as those days are not applied toward additional service credit with TRS. If sick days remain, the unused accumulated sick days will be paid at \$65 per day, so long as those days are not applied toward additional service credit with TRS. These payments will be made sixty (60) days after the certified staff member's last work day or last regular paycheck, whichever is later.

The sick leave post-retirement payment referenced above is not creditable earnings for TRS purposes. This payment will be made sixty calendar (60) days after the certified staff member's last work day or last regular paycheck, whichever is later.

Benefit Repayment/Forfeiture Provision

If a certified staff member participating in the retirement incentive program resigns prior to the date originally approved for his/her retirement, and if such certified staff member has received any increases in TRS creditable earnings in excess of the level allowed by law in the years preceding retirement, the certified staff member shall be required to repay the District any earnings during those years which were in excess of the maximum annual increase allowed by law to avoid the Board being subject to a penalty. The certified staff member, Superintendent and the Union President shall meet to determine a repayment plan of any such earnings. Any repayments not completed by a certified staff member's last day of employment shall be deducted from their final paycheck on or before June 30 of the final employment year. The District shall be responsible for notifying TRS of the corrected earnings for any year in which

the certified staff member may have received earnings in excess of the maximum annual increase allowed by law.

10.2 Addendum

Partial List of CAEP Accredited Institutions in Illinois

Find fully updated list at <http://caepnet.org/provider-search>

Augustana College
Aurora University
Bradley University
Chicago State University
Concordia University Chicago
Dominican University
Eastern Illinois University
Governors State University
Illinois State University
Lewis University
Loyola University Chicago
Millikin University
National-Louis University
Northeastern Illinois University
Northern Illinois University
Olivet Nazarene University
Roosevelt University
Saint Xavier University
Southern Illinois University at Carbondale
Southern Illinois University at Edwardsville
University of St. Francis
Western Illinois University
Wheaton College

List of non-CAEP Accredited Universities Accepted Under Section 10.2 of Collective Bargaining Agreement

DePaul University
North Central College
Rockford College
University of Illinois
University of Illinois-Chicago
Vandercook College of Music

Placement

	FY24	
Base	\$46,686.49	
Years*	\$ 6,302.68	10 years
Lane**	\$ 3,268.05	4

Base Salary \$ 56,257.22 X FTE

*Years are determined by language
That number minus 1 times 1.5% of base

Once placed, future COLA and movement rules apply...

Lane **	Add	Percent of Base	
1			BA
2	\$ 933.73	2.000%	BA+15
3	\$ 1,867.46	4.000%	BA+30
4	\$ 3,268.05	7.000%	BA+45; MA
5	\$ 4,201.78	9.000%	MA+15; BA+60
6	\$ 5,135.51	11.000%	MA+30; BA+75
7	\$ 6,536.11	14.000%	MA+45; Double/PHD

Note: Table changes with Base changes...

Movement

Movement from current lane will add the values
from the table to the salary after the COLA
calculation

e.g. A move from 5 to 6 will Add the value from 6, etc

Lane	Add	Percent of Base	
1			BA
2	\$ 933.73	2.000%	BA+15
3	\$ 933.73	2.000%	BA+30
4	\$ 1,400.59	3.000%	BA+45; MA
5	\$ 933.73	2.000%	MA+15; BA+60
6	\$ 933.73	2.000%	MA+30; BA+75
7	\$ 1,400.59	3.000%	MA+45; Double/PHD

Note: Table changes with Base changes...

Stipends

Base is used in Stipend Index then added to salary
Stipends are NOT included in the COLA calculation

Notes:

COLA and BASE increases are **independent** of each other
Base to be determined by the Board no later than May 1 each year of this agreement.

	FY24	FY25	FY26	FY27
COLA	6.00%	6.00%	6.00%	2.85%
BASE	\$ 46,686.49	\$47,500.00	\$48,250.00	\$49,000.00

APPENDIX B
Extracurricular Schedule/Duties/Extended Contracts
FY 24-27

STIPENDS	<u>1-3</u>	<u>4-6</u>	<u>7-9</u>	<u>10-12</u>	<u>13-15</u>	<u>16+</u>
Athletics						
<u>FOOTBALL</u>						
Varsity*	15%	16%	17%	18%	19%	20%
Asst. Varsity (2)	11%	12%	13%	14%	15%	16%
Sophomore	10.50%	11.50%	12.50%	13.50%	14.50%	15.50%
Asst. Sophomore	10%	11%	12%	13%	14%	15%
Freshman	10%	11%	12%	13%	14%	15%
Asst. Freshman	9%	10%	11%	12%	13%	14%
<u>VOLLEYBALL</u>						
Varsity - H.S.*	15%	16%	17%	18%	19%	20%
Asst. Varsity	9%	10%	11%	12%	13%	14%
Frosh/Soph Coach	11%	12%	13%	14%	15%	16%
Freshman Coach	9%	10%	11%	12%	13%	14%
8 th Grade – M.S.	10%	11%	12%	13%	14%	15%
7 th Grade – M.S.	9%	10%	11%	12%	13%	14%
6 th Grade – M.S.	4%	5%	6%	7%	8%	9%
<u>BASKETBALL</u>						
Varsity-Boys H.S. *	15%	16%	17%	18%	19%	20%
Asst. Varsity - Boys	9%	10%	11%	12%	13%	14%
Frosh/Soph Coach	11%	12%	13%	14%	15%	16%
Freshman Coach	9%	10%	11%	12%	13%	14%
8 th Grade Boys – M.S.	10%	11%	12%	13%	14%	15%
7 th Grade Boys – M.S.	9%	10%	11%	12%	13%	14%
6 th Grade Boys – M.S.	5%	6%	7%	8%	9%	10%
Varsity-Girls H.S. *	15%	16%	17%	18%	19%	20%
Asst. Varsity-Girls	9%	10%	11%	12%	13%	14%
Frosh/Soph Girls H.S.	11%	12%	13%	14%	15%	16%
Freshman Girls	9%	10%	11%	12%	13%	14%
8 th Grade Girls – M.S.	10%	11%	12%	13%	14%	15%
7 th Grade Girls – M.S.	9%	10%	11%	12%	13%	14%
6 th Grade Girls – M.S.	5%	6%	7%	8%	9%	10%
<u>WRESTLING</u>						
Varsity - H.S. *	15%	16%	17%	18%	19%	20%
Frosh/Soph-H.S.	11%	12%	13%	14%	15%	16%
Head Coach - M.S.	10%	11%	12%	13%	14%	15%
Asst. Coach - M.S.	8%	9%	10%	11%	12%	13%
<u>TRACK</u>						
Head B-G Coach H.S. *	13%	14%	15%	16%	17%	18%
Asst. Coach - H.S. (each)	8%	9%	10%	11%	12%	13%
Head Coach - M.S. Boys	7%	8%	9%	10%	11%	12%
Head Coach - M.S. Girls	7%	8%	9%	10%	11%	12%
Asst. Coach - M.S. (each)	5%	6%	7%	8%	9%	10%
<u>SOFTBALL</u>						
Varsity - H.S. *	11%	12%	13%	14%	15%	16%
Asst. Varsity	7%	8%	9%	10%	11%	12%
Frosh/Soph - H.S.	8%	9%	10%	11%	12%	13%
8 th Grade – M.S.	7%	8%	9%	10%	11%	12%
7 th Grade – M.S.	6%	7%	8%	9%	10%	11%
6 th Grade – M.S.	4%	5%	6%	7%	8%	9%
<u>BASEBALL</u>						
Varsity - H.S. *	11%	12%	13%	14%	15%	16%
Asst. Varsity	7%	8%	9%	10%	11%	12%
Frosh/Soph - H.S.	8%	9%	10%	11%	12%	13%

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8 th Grade – M.S.	7%	8%	9%	10%	11%	12%
7 th Grade – M.S.	6%	7%	8%	9%	10%	11%
6 th Grade – M.S.	4%	5%	6%	7%	8%	9%
<u>SOCCER</u>						
Varsity Coach *	11%	12%	13%	14%	15%	16%
Asst. Varsity	8%	9%	10%	11%	12%	13%
Frosh/Soph	8%	9%	10%	11%	12%	13%
MS Soccer Coach	7%	8%	9%	10%	11%	12%
MS Asst. Soccer Coach	6%	7%	8%	9%	10%	11%
<u>TENNIS</u>						
Boys – H.S. *	11%	12%	13%	14%	15%	16%
Girls – H.S. *	11%	12%	13%	14%	15%	16%
Asst. Girls/Boys – H.S.	7%	8%	9%	10%	11%	12%
<u>GOLF</u>						
Head Coach	10%	11%	12%	13%	14%	15%
Asst. Coach	6%	7%	8%	9%	10%	11%
<u>CHEERLEADING</u>						
Football	5%	6%	7%	8%	9%	10%
Basketball/Competitive– H.S.	9%	10%	11%	12%	13%	14%
Basketball – M.S.	5%	6%	7%	8%	9%	10%
<u>POMS</u>						
Fall	2%	3%	4%	5%	6%	7%
Winter	6%	7%	8%	9%	10%	11%
<u>Color Guard (fall and winter)</u>	4%	4%	4%	4%	4%	4%
<u>BASS FISHING</u>	2%	2%	2%	2%	2%	2%
<u>SUMMER CONDITIONING (TOTAL)</u>	5%	5%	5%	5%	5%	5%
<u>OPEN GYM PER HOUR</u>	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Clubs & Organizations						
<u>NATIONAL HONOR SOCIETY</u>	4%	4%	4%	4%	4%	4%
<u>STUDENT COUNCIL</u>						
H.S. (each)	4%	4%	4%	4%	4%	4%
M.S.	5%	5%	5%	5%	5%	5%
I.S.	2%	2%	2%	2%	2%	2%
<u>SPEECH SPONSOR</u>						
H.S.	11%	12%	13%	14%	15%	16%
Asst. H.S.	9%	10%	11%	12%	13%	14%
<u>SCHOLASTIC BOWL SPONSOR</u>						
H.S. (2) each	3%	4%	5%	6%	7%	8%
M.S. (2) each	3%	4%	5%	6%	7%	8%
<u>MATHEMATICS SPONSOR</u>						
H.S. (2) each	2%	2%	2%	2%	2%	2%
M.S. (2) each	2%	2%	2%	2%	2%	2%
<u>FBLA (Future Business Leaders of America)</u>	4%	5%	6%	7%	7%	7%
<u>VARSITY CLUB SPONSOR</u>	3%	3%	3%	3%	3%	3%
<u>LITERARY SPONSOR</u> – M.S. (3) each	2%	2%	2%	2%	2%	2%
<u>SPELLING CONTEST SPONSOR</u> (3) each	1%	1%	1%	1%	1%	1%
<u>CHESS CLUB SPONSOR</u> – M.S.	1%	1%	1%	1%	1%	1%
<u>SCIENCE CLUB SPONSOR</u> – H.S.	1%	1%	1%	1%	1%	1%
<u>Club Green</u> – M.S.	1%	1%	1%	1%	1%	1%
<u>YEARBOOK SPONSOR</u>						
M.S.	4%	5%	6%	6%	6%	6%
I.S.	2%	3%	4%	4%	4%	4%
E.S.	2%	3%	4%	4%	4%	4%
E.C.C.	2%	3%	4%	4%	4%	4%

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SEL						
<u>SADD</u>	2%	2%	2%	2%	2%	2%
<u>LINK LEADERS SPONSOR</u> (2) each	2%	2%	2%	2%	2%	2%
<u>WEB</u> (M.S.)	1%	1%	1%	1%	1%	1%
Extension of Classes						
AP Teacher (MOU)	2%	2%	2%	2%	2%	2%
<u>BAND DIRECTOR</u>						
H.S.	12%	13%	14%	15%	16%	17%
M.S.	9%	10%	11%	12%	13%	14%
<u>VOCAL MUSIC</u>						
H.S.	1%	1%	1%	1%	1%	1%
Footnotes	2%	3%	4%	5%	6%	7%
Madrigals (2) each	2%	3%	4%	5%	5%	5%
M.S.	1%	1%	1%	1%	1%	1%
E.C.C. & E.S. & I.S.	1%	1%	1%	1%	1%	1%
<u>VISUAL ART/ART CLUB</u>						
H.S.	5%	5%	5%	5%	5%	5%
M.S.	4%	4%	4%	4%	4%	4%
E.C.C. & E.S. & I.S.	1%	1%	1%	1%	1%	1%
Yearbook H.S. – with a year class	6%	6%	6%	6%	6%	6%
Performing Arts						
Performing Arts Center Supervisor	4%	5%	6%	7%	8%	9%
<u>DRAMA CLUB</u>	5%	5%	5%	5%	5%	5%
<u>ALL SCHOOL PLAY</u>						
Director	5%	6%	7%	8%	9%	10%
(Other salaries to be determined by Director)	5%	5%	5%	5%	5%	5%
<u>MUSICAL-HS</u>						
Director	15%	16%	17%	18%	19%	20%
(Other salaries to be determined by Director)	20%	20%	20%	20%	20%	20%
<u>MUSICAL-MS</u>						
Director	9%	10%	11%	12%	13%	14%
(Other salaries to be determined by Director)	15%	15%	15%	15%	15%	15%
Leadership						
<u>MENTOR TEACHER</u>	3%	3%	3%	3%	3%	3%
<u>DEP'T CHAIRPERSONS</u> each	8%	9%	10%	11%	12%	13%
<u>District Wellness Committee Chair</u>	3%	3%	3%	3%	3%	3%
<u>LLT FACILITATOR</u>	3%	3%	3%	3%	3%	3%
<u>CLASS SPONSOR</u>						
Senior (2) each	1%	1%	1%	1%	1%	1%
Junior (2) each	3%	3%	3%	3%	3%	3%
Sophomore	1%	1%	1%	1%	1%	1%
Freshmen	1%	1%	1%	1%	1%	1%

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	No Steps
Certified Staff Members In-House Substitute per hour	\$37
SAT Prep Class (each)	\$90
Facilitator for Staff Development (each)	\$90
Ticket Taking (per game)	\$15
Scorer, timer (per game), Middle School	\$20
Scorer, timer (per game), High School	\$25
Football Ticket Taking	\$40
Football Crowd Control	\$40
Teaching Summer School	\$37
Tutoring Per Hour	\$37
CPI Training (up to 8 hours of training)	\$250
Tutor Aide	\$16

Extended Contracts:

It is recognized there are times counselors, librarians, school nurses, deans, school psychologists, and/or social workers, are needed to complete work the administration deems critical to the functioning of the school district. When this occurs, the administration will make a recommendation to the Superintendent requesting the number of 7 hour and 40 minute work days necessary to complete the required work. Employees completing approved work will be compensated for a 7 hour and 40 minute work day at \$350 per day or per diem, whichever is less. Timesheets must be completed prior to processing payment.

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