Collective Bargaining Agreement

Cass Education Association
and
Cass School District 63

July 1, 2023 to June 30, 2028

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Article I
Recognition

1.1 Recognition and Negotiation Procedures

The Board of Education of Cass School District 63, Darien, DuPage County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Cass Education Association (CEA), Illinois Education Association-National Education Association (IEA-NEA), hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all regularly employed full-time and part-time licensed personnel except all confidential, supervisory, managerial, and short-term Teachers as defined by the Illinois Educational Labor Relations Act (IELRA).

To clarify intent of the language maintained above for District staff, the following positions are understood to be excluded from the bargaining unit: Superintendent, Principal, Assistant Principal, Director, Psychologist, and short-term and long-term substitutes.

"Good Faith" is defined as the mutual responsibilities of the Board and the Association to professionally interact with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

1.2 Strike Clause

The Association agrees not to strike, or deliberately engage in, or support, or encourage any concerted refusal to render uninterrupted services to the School District for the duration of this contract. The District agrees not to lock out Teachers covered by this contract for the duration of this contract.

1.3 Association Rights

It is expressly understood by both parties that the inclusion of Article XI, Management Rights, in the Agreement does not constitute a waiver by the Association of its right to bargain any mandatory subjects of bargaining.

1.4 Teacher Council

The Cass School District 63 Teacher Council is composed of designated Cass Education Association and Cass School District Administration representatives. The Council meets monthly on an as needed basis when either group has topics for discussion and an opportunity is needed to enhance communications between colleagues.

Article II
Teaching Conditions, Duties, and Responsibilities

2.1 School Calendar

The school year calendar shall be one hundred eighty (180) days. The Teacher work year shall consist of one hundred seventy-four (174) student attendance days, two (2) parent-teacher conference days, and four (4) Institute Days. Additionally, one (1) beginning of year Parent-Student Orientation Day will be held prior to the first day of school, and no less than an equal amount of compensatory time will be provided on designated school improvement days.

The CEA President, one (1) Concord Elementary School Teacher representative, and one (1) Cass Junior High School Teacher representative will meet jointly with an Administrator regarding the upcoming school year calendar prior to Board approval. The Association President will be provided a copy of the proposed calendar at the same time as the Association representatives. The aforementioned teacher compensatory time shall be included in the school calendar as determined during the joint meeting between Association representatives and Administration.

2.2 Parent-Teacher Conferences

Teachers will be required to participate in one (1) afternoon and evening parent-teacher conference session and one (1) morning and afternoon parent-teacher conference session, with the total time of the two sessions not to exceed two normal workdays. The beginning and ending times for conferences will be established by Administration, with the understanding that scheduled conference times will not extend beyond 7:00 p.m. It is expected that all Teachers will be present in their respective buildings on both conference days for the designated hours.

At Cass Junior High School, prior to the scheduling of conferences, Teachers will have the option to request up to one (1) ten (10) minute break for every four (4) hours of scheduled conference time, to be scheduled with the understanding that Administration will establish specific break times within the hour requested and separate from any time allowed for lunch.

2.3 School Day

The workday for full-time Teachers shall consist of no more than seven (7) hours and thirty-five (35) minutes inclusive of a continuous thirty (30) minute duty-free lunch at Concord Elementary School and no more than seven (7) hours and forty (40) minutes, inclusive of a continuous thirty (30) minute duty-free lunch at Cass Junior High School. If a change in the start and stop times of the day is required, no less than twenty (20) business days prior to Board action, the Superintendent or their designee shall meet with the Teacher Council to discuss the start and stop times for each school to be recommended to the Board of Education.

2.3.1 Arrival, Dismissal, and Lunch Recess Supervision

Arrival, dismissal, and lunch recess supervision assignments at Concord Elementary School (i.e., bus duty, assisting with students in the walker and car rider line) shall be rotated on a yearly basis.

At Concord Elementary School, each Teacher may be scheduled no more than one (1) lunch recess duty per week. Assigned days for recess duty will be rotated on a yearly basis.

At Cass Junior High School, recess duty will be assigned as part of the daily schedule.

2.3.2 Planning and Collaboration Time

Concord Elementary School: Full-time Teachers at Concord Elementary School shall have no less than three hundred (300) minutes of planning and collaboration time per week within the student day. This number may not be met in the case of field trips and others special occasion activities, but this shall not happen on a consistent basis. In the case of some Concord Teachers, part of this time may be provided when students are scheduled for physical education, music, and art.

Cass Junior High School: Full-time Teachers at Cass Junior High School shall have no less than eighty (80) minutes of planning and collaboration time to be scheduled within the student day, including at least one (1) forty (40) minute continuous plan period. The eighty (80) minutes of planning and collaboration time may not be met in the case of field trips and other special activities, but this shall not happen on a consistent basis. Every reasonable effort shall be made to minimize the number of different subject preparations for which a Teacher is required to plan.

2.3.3 Additional Team and Special Education Planning

In addition to daily and/or weekly plan time, each Team shall receive the equivalent of one release day of planning per year. Teams shall coordinate this release day with their Building Principal. Teams shall have the option of using two (2) half-days. If using a half-day, it must be paired with another team, unless otherwise approved by the Building Principal.

Special Education Teachers, Speech and Language Pathologists, and Social Workers involved in preparing for Annual Reviews and/or Individual Education Plans shall be provided the equivalent of up to one (1) full day per year of release time for such preparation. Teachers shall request from their Building Principal when that release time will be taken.

2.3.4 Professional Development

Teachers shall be encouraged to participate in professional development opportunities at no loss of salary. Each Teacher shall be offered the opportunity to participate in a District approved professional development activity or conference once every three (3) years at District expense. A yearly Professional Development Cycle list will be provided to Teachers at the beginning of the year by each Building Principal. Teachers who have been approved for the retirement salary enhancement will be eligible for the first two (2) years of the four (4) year notice if their three (3) year cycle falls within those first two (2) years. If their three (3) year cycle falls within their last two (2) years, they will not be eligible.

2.3.5 Travel Time

Adequate travel time, not included in the Teacher's plan/collaboration or duty free lunch time, shall be provided whenever a Teacher is required to teach at more than one location.

2.4 Part-Time Teachers

A part-time Teacher shall be any Teacher that is assigned less than a full-time equivalent (FTE) position.

Any part-time Teacher shall receive a full thirty (30) minute duty free lunch if they work four (4) or more hours per the *Illinois School Code*.

To the extent practicable, part-time Teachers shall be granted a proportional amount of plan time determined by multiplying the FTE ratio by the total amount of plan time allotted to a full-time Teacher.

Part-time Teachers shall attend team meetings, student meetings, and professional development activities that fall outside of their assigned workday at the discretion of the Building Principal. Part-time Teachers shall be compensated for these meetings according to the extra-duty rate found in Section 8.6.1.

2.5 Student Placement and Assignment

In consultation with the Association, the District shall utilize the following guidelines:

1. Review and solicit feedback regarding student placement/assignment protocols and programs.

2. Determine how training may be available for Teachers, if required.

3. Schedule for joint planning time between the Regular Education Teacher(s) and Special Service Teacher(s). Every effort shall be made to schedule these meetings during the Teacher day on a weekly or as needed basis.

4. Monitor classroom conditions to ensure that students' academic, emotional, and social needs are being addressed. Consideration shall be given to the collective needs of the students within each class or grade level.

5. When the Teacher, using professional judgment, perceives that the composition of the classroom is not educationally conducive, the following process should be followed:

    a) Consult with Building Principal
    b) May submit a concern to Teacher Council.

6. Teachers may request a Teacher Assistant due to factors such as class size and/or unique student needs.

2.6 Class Size

In consultation with the Association, the District shall use the following guidelines:

When the total number of students registered to attend Kindergarten exceeds seventy-two (72) students, the Administration, including the Building Principal and/or their designee and the Superintendent, will meet with the Kindergarten Teachers to review the need for an additional section. Considerations for an additional section will include the number of special education students as well as the number of English Language students registered in the program.

When a class size exceeds twenty-four (24) students at the First and Second Grade levels, the Administration shall review the need for an additional section.

When a class size exceeds twenty-six (26) students at the Third and Fourth Grade levels, the Administration shall review the need for an additional section.

When a class size exceeds twenty-eight (28) students at the Fifth through Eighth Grade levels, the Administration shall review the need for an additional section.

At Cass Junior High School, every effort shall be made to limit the number of students enrolled in a course to the number of student stations in a classroom. When the teacher, using professional judgment, determines that the composition of the classroom is not educationally conducive, the following process shall be followed:

a) Consult with Building Principal
b) May submit a concern to Teacher Council.

2.7 Vacancies

A vacancy shall be defined as any teaching position which is open due to retirement, resignation, leave of absence, death, transfer, termination, non-renewal, or newly created position.

The Superintendent or their designee shall email a notice of a teaching or extra-curricular vacancy within five (5) business days thereof. If appropriate, such notice shall be accompanied by a statement of minimum qualifications.

Consideration shall be given to internal candidates for vacancies if their request is submitted within five (5) days of the email posting. Teachers shall submit their request via email to the Superintendent or their designee by the specified deadline.

2.8 Involuntary Transfer

A transfer is defined as a change in position from one (1) building to another, from one (1) grade level to another, or from one (1) area of licensure to another as may be required by the Administration. Effort shall be made to solicit a volunteer for any transfer. If a volunteer does not come forward, an involuntary transfer will occur. Upon request of the Teacher being transferred, the Building Principal and Teacher shall meet and discuss the reasons for such transfer.

Teachers who are transferred may request a list of current vacancies from the Superintendent or their designee.

2.9 Surveillance Cameras

The primary purpose of the use of surveillance cameras is to secure the buildings and not to evaluate the performance of employees or to monitor their behavior and conduct. Should an incident involving employee misconduct be observed during the review of security camera video, discipline resulting from the incident will be consistent with any applicable provisions of this Agreement.

2.10 National or State Declared Emergency

In the event of a national or state declared emergency that precludes in-person learning for an indefinite period, the Board and the Association agree to bargain working conditions.

Article III
Association and Teacher Rights

3.1 Staff Protection

As part of their professional responsibilities, all Teachers and Administrators shall maintain confidentiality regarding all matters that pertain to students and staff members.

The Board shall take reasonable steps to ensure that Teachers are protected from emotional, physical and/or psychological intimidation or abuse. Any Teacher who believes they have been threatened either by an individual or group (i.e., parents or coworkers) shall immediately notify the Teacher's Building Principal or Superintendent. Upon receiving such notice from a Teacher, the Building Principal or the Superintendent shall take reasonable steps to ensure the Teacher's safety. All steps taken for safety or investigative purposes shall be officially documented. The Teacher shall receive communication regarding the steps taken within five (5) business days.

Any Teacher who feels they have been intimidated emotionally or physically, or have been psychologically threatened or bullied by a supervisor, shall immediately notify the Superintendent in consultation with an Association representative. Upon receiving such notice from a Teacher, the Superintendent shall investigate the complaint. The Teacher shall receive communication regarding the investigation within five (5) business days, and also in compliance with any applicable Board policy.

Any Teacher who feels they have been intimidated emotionally or physically, or have been psychologically threatened or bullied by the Superintendent, shall immediately notify the Board of Education in consultation with an Association representative. Upon receiving such notice from a Teacher, the Board of Education shall investigate the complaint. The Teacher shall receive communication regarding the investigation within five (5) business days.

3.2 Complaints

Procedures for managing complaints are divided into two categories as follows:

3.2.1 Complaints of a Serious Nature

Any complaint about a Teacher received by an Administrator from students, parents, colleagues, administrators, or residents, and deemed serious enough to justify investigation or involve potential disciplinary action, shall be handled in a manner that is appropriate for the situation. In the event it is necessary to investigate allegations that may involve a significant student health or safety concern or may lead to potential criminal proceedings and/or may be a potential matter of Board liability, it is understood that the Board may not be able to inform the Teacher impacted until such time the investigation is complete. It is understood that the health, safety, and well-being of students will be determining factors in how a serious complaint is investigated, managed, and communicated.

3.2.2 Complaints of a Less Serious Nature

Complaints of a less serious nature shall be brought to the attention of the Teacher involved within two (2) workdays. The Teacher is to be informed of the nature of the complaint and, if appropriate for the situation, the name(s) of the individual(s) submitting the complaint. Anonymous complaints and complaints not brought to the attention of the Teacher within two (2) workdays shall not be used in evaluating or disciplining the Teacher and shall not be placed in the Teacher's personnel file.

For complaints as described under 3.2.2, the path of resolution shall be in the following order:

a) Teacher or Teacher and Principal
b) Principal
c) Superintendent
d) Board of Education.

Complaints of this nature initiated out of the designated sequence shall be redirected to the appropriate level. The Teacher may choose to have Association representation at all levels of the resolution process.

3.3 Right to Representation

Whenever a conference between a Teacher and an Administrator is held in which there is discussion of a specific or potential disciplinary action (e.g., termination, dismissal, suspension**,** or a written reprimand that is to be part of the Teacher's personnel file), the Teacher shall have the right to Association representation upon request.

A conference to discuss a Teacher's evaluation shall not be construed as the discussion of a specific disciplinary action. Enforcement of discipline (e.g., suspension without pay and a written reprimand) shall be for just cause.

The Board of Education shall furnish information which may be necessary for the Association to process a grievance or to otherwise fulfill its obligations as the exclusive bargaining representative of the Teachers covered by this Agreement.

When a Teacher is required to appear before the Board of Education concerning any matter that could reasonably be expected to adversely affect terms and conditions of employment, the Teacher shall be given at least forty-eight (48) hours prior written notice of the reasons for such appearance. The Teacher shall have the right to Association and/or IEA representation.

3.4 Indemnification

The parties acknowledge and agree that pursuant to the provisions of the *Illinois School Code*, the Board of Education is required to provide indemnification for Teachers and to protect Teachers against claims and suits.

3.5 Personnel File

A Teacher shall have the right to review non-confidential documents as specified by law in their personnel file during regular business hours. Such request should be made at least twenty-four (24) hours in advance. At the Teacher's request**,** a representative of the Association may accompany the Teacher in their review. A representative of the Administration may also be present during such review. Nothing shall be permanently removed from the personnel file. A Teacher shall have the right to copy any material in the personnel file, including the right to copy such material if the facilities to accomplish this are available and if the Teacher pays the cost thereof. A Teacher's personnel record shall be considered confidential, and the contents thereof shall not be disclosed except as may be permitted or required under law.

The Teacher shall receive a copy of all materials prior to them being officially placed in their personnel file. A Teacher may prepare and have placed in their personnel file a reply to any letter or reprimand issued to the Teacher and any materials to be placed therein. A Teacher may request an informal review with the Superintendent of any materials to be placed in the file prior to final action on the placement**,** or discipline thereof**,** within twenty (20) business days from the date that such material is first presented to the Teacher. At the Teacher's request**,** a

representative of the Association may accompany the Teacher in this review. A representative of the Administration may also be present during such review.

In the case of a letter of reprimand, the Teacher shall initial and date the file copy to verify that they have received a copy of the said material. Initialing does not indicate agreement.

3.6 Board Agendas, Minutes, and Materials

Prior to the Board of Education's regular meeting dates, the agenda, public reports, and informational items will be provided to the Association President.

3.7 Association Leave

The Association President, and/or their designee, shall have four (4) paid release days for Association purposes per each year of the contract.

3.8 Use of Buildings

The Association shall have the right to use school buildings and equipment provided that:

a) Matters of Supervisor-Teacher or School Board-Teacher relationships shall not be discussed in the presence of students.
b) Meetings scheduled under this provision shall not conflict with normal Teacher assignments.
c) Any extra expenses incurred by the Board of Education shall be reimbursed by the Association.

Prior notice shall be given to the Building Principal or designee, for approval.

3.9 Communication

The Association President or their designee shall have the right to distribute notices and materials relating to legitimate Association activities in the Teachers' physical or electronic mailboxes. The Association may use space on faculty bulletin boards.

3.10 Duplication of Materials

Upon reasonable request, the Association will be permitted to have materials duplicated on District duplicating equipment.

The District agrees to make an electronic copy of this Agreement available on the District's website.

3.11 Contractual Modifications

Changes to all forms governed by this contract will be made by mutual agreement of the Association and Board of Education or its designee.

Article IV
Reduction in Teachers

4.1 Reduction in Teachers

If the Board determines to decrease the number of Teachers employed or to discontinue a particular type of teaching service, the Board shall follow the procedures as set forth in the *Illinois School Code*.

4.2 Honorable Sequence of Dismissal List

An Honorable Sequence of Dismissal List, without personally identifying information, shall be distributed to the President of the Association each year by February 1. No later than February 1, the District shall provide individual notices to each Teacher containing the following information:

a) Name
b) Previous summative performance evaluation ratings pursuant to law
c) Reduction in Force (RIF) group placement
d) Positions for which the Teacher is qualified
e) Date of hire
f) Current teaching position
g) Total years of service in the District.

The individual Teacher shall have until March 1 to file any corrections or written objections specifying any alleged errors in the above information with the Superintendent. If reported errors are founded, they shall be corrected, and the corrected notice shall be sent to the Association President and the Teacher involved. The final corrected and complete Honorable Sequence of Dismissal List and the performance rating group list, with Teachers' names, shall be sent to the Association President ten (10) business days prior to the March Board of Education Meeting.

Failure of the Teacher to make a timely objection shall be deemed an acceptance of the information related to the Honorable Sequence of Dismissal List. Any subsequent challenge shall be prohibited until the next Honorable Sequence of Dismissal List is distributed.

4.3 Reduction in Force Joint Committee

A Reduction in Force (RIF) Joint Committee shall convene by no later than December 1 annually to address matters within its authority under Section 24-12 of the *Illinois School Code*. The RIF Joint Committee shall be composed of the Superintendent and the Association President. In the case of a year that a RIF will occur, the Superintendent and Association President will be joined by the following additional members: each Building Principal and a CEA designated Teacher representative from each building.

4.4 Recall Procedure

Recall procedures shall be in accordance with the *Illinois School Code*.

4.5 Seniority Definition

If the years of total service within the District are equal between two or more Teachers, prior teaching experience outside of the District shall control. Should prior teaching experience outside of the District be equal, the level of educational degree attainment shall control. Should the level of educational degree attainment be equal, the date of hire shall control, and if hired on the same date, then the order of hire in the minutes as approved by the Board shall control.

A Teacher employed part-time shall accrue seniority on a pro-rated basis.

4.6 Seniority List

A Seniority List shall be developed each year by February 1. The complete list shall be sent to the Association President ten (10) business days prior to the March Board meeting. Each Teacher shall receive documentation of their seniority rank and/or information on the Seniority List. The Seniority List shall serve as the official record of the seniority for the given year.

The listing shall provide the following for each Teacher:

a) Name
b) Date of official hire as a Teacher
c) Total years of service as a Teacher
d) Date tenured.

Article V
Leaves of Absence

5.1 Sick Leave

Each Teacher shall be entitled to a total of thirteen (13) paid sick leave days per school year. Any unused sick leave days shall accumulate to an unlimited number of days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household in accordance with the law. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, significant others residing in the household, and legal guardians. Sick leave days may also be used for the birth, adoption, placement for adoption, and the acceptance of a child in need of foster care.

5.2 Personal Leave

Each Teacher shall be entitled to four (4) paid personal leave days per school year which may be utilized for sick leave as defined in the *Illinois School Code* or for other personal matters. At the end of the school term, any unused personal days shall carry over to the following year and be counted toward accumulated sick leave.

All personal leave must be requested as soon as possible and with at least five (5) days of notice, or as much advance notice as is reasonably possible under the circumstances. No reason for personal leave need be provided.

The number of personal days approved shall be limited to no more than four (4) Teachers District-wide on any given day. The limit of four (4) Teachers on any given day will refer to certified teaching staff, and will not include non-certified staff, support staff, or Administration. Teachers requesting sick leave on any given day will not be counted in the four (4) Teacher limit for personal days.

Prior to submitting a request, Teachers may contact the District office to verify the number of personal leave days available for a specific date.

5.3 Leave Request and Response

All requests for sick or personal leave shall be made via the District-wide attendance system. Teachers shall be notified regarding approval or disapproval of their leave request in a timely manner.

Should a Teacher be out of days, emergency exceptions will be considered by the Superintendent or designee on a case-by-case basis with no decision being precedent setting.

5.4 Unused Sick Leave Days Upon Retirement

Teachers shall be paid twenty dollars ($20.00) for every sick leave day accumulated that is not needed for TRS creditable services. Teachers shall receive pay for days accumulated after June 30 but no later than July 30 following the date of retirement.

5.5 Long-Term Leaves of Absence

The Board may grant a Teacher a leave of absence without pay unless available sick leave is utilized for an individual who is ill or taking care of an ill member of the immediate family within the provisions of the *Illinois School Code.* The Board shall retain the exclusive right to grant or deny a request for leave if all conditions are met, up to a maximum of one (1) school year. Long-term leaves of absence will not span over the course of more than one school year unless

otherwise approved by the Board for extenuating circumstances. In this case, the maximum leave granted will be for one calendar year.

Types of long-term leaves of absence:

a) Sabbatical (graduate or post-graduate studies)
b) Teacher exchange programs
c) Health (Teacher and/or immediate family)
d) Parental leave (beyond Family and Medical Leave).

5.5.1 Structuring of Long-Term Leave

Any leave must include a plan for the commencement and termination of such leave as worked out between the Teacher and Superintendent or designee, taking into consideration the particular time factors that pertain. The primary consideration shall be that continuity of instruction for the students be maintained to the maximum possible degree. This plan will be presented in a meeting with the Superintendent or designee.

Written notification for the commencement of long-term leave must be submitted on the Long-Term Leave Request Form (Appendix A) no later than March 1 of the school year prior to the leave year requested. Written notification for return or resignation must be submitted no later than March 1 of the leave year. Failure to notify the Superintendent or designee may result in termination of the Teacher's employment.

5.5.2 Long-Term Leave Benefits

Any Teacher on a long-term leave of absence will not earn seniority, accumulated sick leave, or personal leave credit, but shall have the option to remain an active participant in all insurance benefit programs through the monthly personal contribution of the full cost of such programs as arranged with the District Office.

5.5.3 Tenure Status

The tenured status of any Teacher returning from a leave of absence or while on leave shall not be affected. Any Teacher returning from a leave shall be assured of an equivalent, but not necessarily the same, position as that formerly occupied.

5.5.4 Salary Recognition

The Teacher shall receive salary recognition provided the Teacher was on leave ninety (90) days or less during a contracted one hundred eighty (180) day school year, unless the Teacher was granted a leave for an approved full-year Teacher exchange program, in which case the Teacher will receive salary recognition.

5.6 Family and Medical Leave

Teachers shall be informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to twelve (12) work weeks of unpaid family and medical leave during any school year in accordance with the FMLA. A Teacher may elect to substitute any of their accrued paid leave to all or a portion of the leave within the eligible leave period of up to twelve (12) work weeks. The District shall not require the Teacher to substitute accrued paid leave to all or any portion of the leave.

5.7 Jury Duty

The Board of Education shall pay the regular salary to Teachers called to serve as jurists or subpoenaed to appear before legal review panels as witnesses. This section shall not be applicable to any matter where the Teacher and/or Association are adversarial parties to the Board of Education.

5.8 Bereavement Leave

Teachers shall be provided one (1) bereavement leave day without loss of pay for each instance of death of an immediate family member as defined under Section 5.1. After the initial use of the one day of bereavement leave, sick leave may be approved for additional days that are needed. Bereavement leave cannot be accumulated or carried over to accumulated sick leave.

Article VI
Grievance Procedure

6.1 Definition

A grievance shall mean a complaint or claim by a Teacher, or a group of Teachers, or by the Association that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.

A grievant is defined as a Teacher, a group of Teachers, or the Association.

All time limits shall be Teacher workdays except during the summer when workdays shall mean those when the District office is open.

Grievances shall be filed on the Formal Grievance Procedure Form (Appendix B).

6.2 Statement of Principles

Every Teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual Teacher from discussing a problem with the Administration and having it adjusted without representation by an Association representative; however, the Administration shall not bargain individually with any bargaining unit employee over any mandatory subjects of bargaining, and any remedies or agreements reached may not alter any terms of this Agreement. A copy of all formal written grievances filed shall be forwarded to the Association President immediately upon receipt by the Administration.

The failure of a Teacher or the Association to act on any grievance within the prescribed time limits shall act as a bar to any further appeal, and an Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limit, however, may be extended by written agreement.

Any grievant(s) has/have the right to be represented in the grievance procedure. The Teacher(s), or grievant(s), may be present at any step of the grievance procedure. An illness or other incapacity of the grievant(s) shall be grounds for one necessary extension of the grievance procedure time limits.

An Association representative shall have the right to be present at any of the formal steps of the grievance procedure.

The outcome or decision rendered shall not be in conflict with any of the terms or conditions of this Agreement.

The Board of Education and Association agree that any investigation or other handling or processing of any grievance by the grievant(s) or Association representative(s) shall be conducted without interference or interruption whatsoever to the instructional program and related work activities of the teaching staff.

The Board of Education, Administration, Association, and grievant(s) shall cooperate in the investigation of any grievance. When the presence of a participant at a grievance hearing is requested by either party, illness or other incapacity of said participant shall be grounds for any necessary extension of grievance procedure time limits as may be mutually agreed to by the parties.

6.3 Procedures

Step I – Informal Resolution

An attempt shall be made to resolve any grievance in an informal, verbal discussion between the grievant(s) or Association and their Building Principal or immediate supervisor.

Step II – Building Principal or Supervisor

If the grievance cannot be resolved informally, the grievant(s) or the Association may file the formal grievance in writing with the Building Principal. The written grievance should:

a) state the nature of the grievance
b) note the specific clause or clauses of the Agreement allegedly violated
c) state the remedy requested.

The formal grievance at Step II must be filed within twenty (20) working days of the event or occurrence giving rise to the grievance, or of the date when the grievant(s) could reasonably have become aware of such occurrence. After the grievance is filed, there shall be a meeting between the grievant(s), and/or their representative(s), and the Building Principal within ten (10) working days. A formal response shall be given within five (5) working days of such meeting.

If the grievance arises from a decision of an Administrator above the Building Principal, the grievance may be formally filed at Step III.

Step III – Superintendent

A copy of the grievance may be filed with the Superintendent by the grievant(s) within ten (10) working days of the Principal's formal response at Step II or if time limits expire without the Building Principal issuing a response. Within ten (10) working days after such written grievance is filed, the grievant(s), representatives of the grievant(s) as desired, the Building Principal, and the Superintendent or their designee, shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) working days of the Step III grievance meeting and communicate the reasons for the decision in writing to the grievant(s), the Building Principal, and the Association.

Step IV – Board of Education

If the grievance cannot be resolved at Step III, or if time limits expire without the Superintendent issuing a response, the grievant(s) and/or the Association may submit the grievance to the Board of Education within ten (10) days of the Superintendent's response or the expiration of the time limit to issue the response. The Board of Education shall, within twenty (20) working days, conduct a closed session meeting regarding the grievance. The grievant(s) and an Association representative(s) shall be invited to attend this meeting. The Board of Education shall provide the grievant(s) and/or the Association with a written response within ten (10) working days following the meeting. The Board's response shall include the reason(s) upon which the decision on the grievance is based.

Step V – Arbitration

If the grievance is not resolved at Step IV, or the time limit expires without issuance of the Board's written reply, the Association may submit the grievance to binding arbitration, in writing, within twenty (20) working days. Within five (5) working days of this request, the parties shall request that the American Arbitration Association (AAA) provide a list of arbitrators.

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

Expenses for the Arbitrator's services and any expenses common to both parties shall be borne equally by the Board of Education and the Association. Each party involved with the arbitration proceedings shall be responsible for compensating its own representatives and witnesses. Teacher witnesses or representatives shall be excused from duty to participate in such proceedings. If either party desires a transcript of the proceedings, they may request a copy at their own expense.

The Arbitrator, in their opinion, shall not amend, modify, ignore, or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to them by the Board of Education, the grievant(s), and the Association. The Arbitrator's decision must be based solely upon their interpretation of the meaning of application of the express relevant language of the Agreement.

6.4 Reprisals

A Teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation. All records pertaining to the processing of a grievance shall be filed separately from personnel files of the Teacher or participants.

6.5 Release Time

Hearings and conferences under this procedure shall be conducted at a time and place which affords a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours or during non-teaching hours of personnel involved. When such hearings and conferences are held during school hours, all Teachers required to be present shall be released from duty without loss of pay or benefits.

6.6 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent and shall be treated as though never filed.

Article VII
Retirement

Any Teacher may elect to participate in the program set forth below, provided the Teacher meets the prescribed eligibility requirements.

7.1 Eligibility for Retirement Enhancement Program

Retirement provisions contained herein shall be available to any contractually licensed Teacher who plans to retire from employment with a minimum of fifteen (15) consecutive years of service to the District and who is qualified to receive retirement benefits under the provisions of the Illinois Teachers' Retirement System (TRS).

7.1.1 Retirement Enhancement Program

A Teacher who qualifies for retirement benefits from the Illinois Teachers' Retirement System without any required Employer contribution is eligible to receive a five percent (5%) increase over the prior year's contract salary in lieu of the contract's compensation plan with the exception of the salary increases permitted under Section 16-158(g) and (h) of the *Illinois Pension Code* (40 ILCS 5/16-158(g) and (h)) without the Board of Education incurring a penalty. The Teacher shall receive the five percent (5%) increases on their base salary for four (4) years, three (3) years, two (2) years, or one (1) year, depending on the amount of notice provided under Section 7.1.2. Teachers receiving stipends for extra duty at the time of approval (Year 0) will have those stipends included with their base pay for Retirement Enhancement Program calculations, provided stipend responsibilities continue to be fully met each year until retirement. The following table is provided as an illustration for an eligible retiree providing a four (4) year notice.

Year	Teaching Salary	Stipends	Total Retirement Salary
Year 0	Year 0 Base Pay (BP)	Year 0 Stipends (S)	BP+S = Year 0 Base Salary
Year 1	4th Year from Retirement	If Extra Duty is Fulfilled	Year 0 Base Salary x 1.05
Year 2	3rd Year from Retirement	If Extra Duty is Fulfilled	Year 1 Base Salary x 1.05
Year 3	2nd Year from Retirement	If Extra Duty is Fulfilled	Year 2 Base Salary x 1.05
Year 4	Year Prior to Retirement	If Extra Duty is Fulfilled	Year 3 Base Salary x 1.05

7.1.2 Notification to the District for Retirement Enhancement

Teachers wishing to participate in the Retirement Enhancement Program shall notify the Superintendent in writing no later than March 1, four (4) years prior to the year of retirement for four (4) years of retirement enhancement, or three (3) years prior to the year of retirement for three (3) years of retirement enhancement, or two (2) years prior to the year of retirement for two (2) years of retirement enhancement, or one (1) year prior to the year of retirement for one (1) year of retirement enhancement.

7.2 Irrevocability

A Teacher's notification of intent to retire may only be rescinded during the first year of participation in the Retirement Enhancement Program. After May 1 of the first school year of receiving the retirement enhancement as explained in Section 7.1.2, the commitment to the original planned retirement date is irrevocable. During the first year of retirement enhancement, a Teacher may request that the intent to retire be rescinded for the following reasons:

a) Death in the retiree's immediate family; or
b) Other compelling justifications as determined solely by the Board of Education, and not reviewable, with said reason to be non-precedential with respect to granting or denying requested changes in retirement election.

If the retirement is rescinded by the Board of Education, the Teacher will meet with the Superintendent or designee to determine how the first year of retirement enhancement compensation will be repaid.

7.3 Insurance

For Teachers who meet the conditions of Section 7.1 of this contract and who retire without the Board of Education incurring a penalty; the Board of Education shall reimburse up to five thousand dollars ($5,000) annually towards the District retiree's health insurance, or if applicable, their Medicare supplement for five (5) consecutive years after the effective retirement date. Each retiree shall be solely responsible for applying and qualifying for their health insurance coverage.

The retired Teacher shall be eligible to participate in the District's dental and/or vision insurance program(s) at the sole cost of the Teacher. The Teacher shall receive the same benefit(s) as regularly employed Teachers provided that such participation is allowed by the terms and conditions of the District's insurance programs.

7.4 Limitation on Board Liability and Unintended Adverse Effects

During the life of this Agreement, the Parties agree that if legislation is enacted or administrative rules adopted that adversely affect the Board's obligations or employee rights or benefits set forth in this Article, the parties agree to meet within thirty (30) days of the passage of the legislation or administrative rules to discuss the impact of such legislation or administrative rules.

Article VIII
Compensation

8.1 Ranges for Annual Salary Increases

One time salary adjustments with no Teacher receiving less than a four (4.0) percent increase will be provided for the 2023-24 year. Salaries in each subsequent year shall be calculated according to the compensation plan with annual adjustments based on the Consumer Price Index for All Urban Consumers (CPI-U) as utilized for the Illinois Property Tax Extension Law Limit (PTELL), or subject to the percentage floor (minimum increase) and ceiling (maximum increase) for each respective year as follows:

Year	Floor	Ceiling
2024-25	3.50%	5.00%
2025-26	2.75%	5.00%
2026-27	2.50%	5.00%
2027-28	2.25%	5.00%

For Teachers with a Bachelors degree (Lane 1), yearly salary increases shall be restricted to the floor increase after remaining at that level of education for fifteen (15) years. For Teachers with a Bachelors degree plus fifteen (15) hours (Lane 2), yearly salary increases shall be restricted to the floor increase after remaining at that level of education for seventeen (17) years.

If a Teacher completes the required coursework for lane movement, an additional three thousand dollars ($3,000) shall be applied to the Teacher's salary prior to the percent increase for the next subsequent year.

8.2 Determination of Initial Salary

Starting salaries for the 2023-24 year shall be as follows (hours shown beyond each degree must be graduate level course hours):

Lane	Educational Attainment	Salary
Lane 1	Bachelors	$55,000
Lane 2	Bachelors +15	$58,000
Lane 3	Masters	$61,000
Lane 4	Masters +15	$64,000
Lane 5	Masters +30	$67,000
Lane 6	Masters +45	$70,000

Starting salaries for each subsequent year of this Agreement shall increase by one half (1/2) of either the CPI-U or the floor percentages as listed above under Section 8.1, whichever increase is applied for that year.

For newly hired Teachers with public school experience, the Superintendent, in consultation with the Association President and approval of the Board, shall make the initial salary determination.

8.3 Salary Statement

The District shall provide each Teacher with a salary statement (Appendix C) no later than twenty (20) days prior to the start of the school year. The statement shall include the Teacher's salary, lane, extra duty positions, current years of teaching in the District, and date of tenure, if applicable. Each Teacher must verify the accuracy of the information provided, sign, and return one copy of the form to the District office. Any errors or omissions that result in incorrect compensation will not be adjusted beyond the current school year.

8.4 Educational Credit

All college credits earned by August 31 and official transcripts submitted to the District Office by October 1 shall be recognized in determining which lane a Teacher shall be placed for the school year.

If the university has not made official transcripts available on or before October 1, the Teacher will be compensated retroactively to the beginning of the current school year upon receipt of the official transcript. An amended salary statement will be provided to the Teacher.

8.4.1 Methods of Earning College Credits

College credits may be earned by successful completion of graduate courses at an accredited university or college.

Courses shall be at the graduate level. However, if a District initiative calls for Teachers to take on duties or sections that require additional undergraduate training, credit for the appropriate course work shall be applied towards lane movement with the exception of movement towards the master's lane, which requires masters level coursework. Courses will be eligible for tuition reimbursement.

8.4.2 Graduate Course Work

All courses taken for credit must be designed to improve the Teacher's performance in working with students, parents, and colleagues. Courses should be related to their grade level and/or subject area. In order to receive credit, the Teacher must receive approval of the course from the Superintendent prior to enrollment. The credits shall be awarded as determined by the college or university.

8.5 Tuition Reimbursement for Approved Courses

The Board shall reimburse Teachers up to a maximum of fifteen (15) semester hours per year for pre-approved courses. The year shall run from September 1 to August 31. Teachers must obtain pre-approval by submitting the Pre-Approval for Tuition Reimbursement Form (Appendix D) in advance of taking the course(s) requested.

The Teacher must earn a grade of B or better to receive reimbursement of $300 per pre-approved credit hour.

Once official transcripts and proof of tuition payment are received in the District office, the District will reimburse the Teacher.

8.6 Extra Duty

8.6.1 Extra Duty Pay

Teachers shall receive pay for extra duty. The rate is $35.00 per hour for the duration of the contract, with exceptions for special activities (Appendix E).

If a Teacher is asked to substitute during a plan period and the Teacher agrees (exceptions shall be made in emergency situations), the Teacher shall receive extra duty pay. The plan period rate shall be $35.00.

To be paid for extra duty hours, the Teacher shall submit a weekly time sheet to the supervising Principal or designee.

8.6.2 Extra Duty Assignments

The Administration shall not offer more than two (2) extra duty assignments to newly hired Teachers; however, any newly hired Teacher may volunteer for additional assignments.

The Administration shall make every effort to send an electronic communication to all current extra duty staff by April 15 to determine the Teacher's interest in continuing in that position for the next school year. Any vacant positions shall be communicated via District email. Every effort shall be made to fill vacant positions with volunteers by June 30 of each year.

For assignments outside of the school day, the Administration shall:

a) Ask for qualified Teacher volunteers
b) Seek qualified employee volunteers that are not Teachers
c) Seek qualified personnel from outside of the District.

For lunch supervision assignments, the Building Administration shall:

a) Ask for qualified Teacher volunteers
b) Seek qualified employee volunteers who are not Teachers
c) Seek qualified personnel from outside the District
d) Building Administration may set up a rotating schedule of all available Teachers (e.g., A, B, C, D, E schedule, not Monday through Friday).

    (i) Concord Elementary School Teachers assigned to a rotating schedule shall not be required to supervise lunch more than one day per week.
    (ii) If a rotating schedule is required at Cass Junior High School, the lunch shall be split into two (2) fifteen (15) minute supervision periods.

e) Teachers assigned lunch supervision shall not be assigned recess supervision on the same day.

8.6.3 Extra Duty Absences

If a Teacher is absent and is unable to complete their extra duty, that Teacher will attempt to secure a replacement. If the Teacher is unable to secure a replacement, they will notify the Principal in a timely manner that a replacement will be needed or that the activity will need to be cancelled or rescheduled. The replacement will complete a timesheet in order to be paid. The Teacher will not receive extra duty pay. If a Teacher's extra duty is lunch duty, the Teacher's hired substitute will fulfill that duty but will not receive extra duty pay.

8.7 Payment to Teachers' Retirement System

In accordance with guidelines established by the U.S. Internal Revenue Service and TRS, the Board shall remit an amount equal to the requirements of TRS for each Teacher pursuant to the life of the contract.

The contract's salary compensation plan shall include the total amount remitted by the Board to TRS, with the required TRS contribution deducted from the Teacher's total compensation.

8.8 Master Teacher Certification Incentive

If a Teacher attains the certification of Master Teacher as outlined in the *Illinois School Code*, the District shall compensate the Teacher in the amount of $1,000 annually for the period of time that the Teacher holds the certification.

8.9 Payment of Salaries

The annual salaries of Teachers shall be paid semi-monthly on a ten (10) month or twelve (12) month basis as chosen by the Teacher. Payment shall be made by direct deposit no later than the 15th and 30th of each month.

8.10 Extra Class Assignment Compensation

Full-time Teachers who volunteer to teach an extra section class shall be compensated at a pro-rated amount of their base salary.

8.11 Unauthorized Absence Calculation

Salary deduction for unauthorized absence shall be figured on a daily rate of pay based on a Teacher's annual gross salary divided by the total number of workdays. The total number of workdays is one hundred eighty (180).

8.12 Disability

If a Teacher becomes disabled to such an extent that they cannot meet their responsibilities, they will be temporarily replaced until the disability is certified to be permanent. A Teacher who does not teach a full school year shall receive a total salary equal to their daily rate multiplied by the number of days worked.

8.13 Summer Curriculum Work

Summer curriculum work and hours must have prior approval by Building and District Administration. The hourly compensation shall be paid according to the extra duty and compensation schedule (Appendix E).

Article IX
Insurance Benefits

9.1 Term Life Insurance

The Board shall provide term life insurance in the amount of fifty thousand dollars ($50,000) for all full-time Teachers. At their own expense, Teachers may purchase additional term life insurance as allowed by the insurance carrier.

9.2 Health, Hospitalization, and Major Medical Coverage

The Board of Education provides health, hospitalization, and major medical coverage to full-time Teachers under the provisions that follow.

9.2.1 Insurance Options and Enrollment

The Teacher shall have the option to choose between the policies provided during the annual open enrollment period, or at the time of an eligible life event that allows for a change of coverage for the Teacher or eligible dependents.

9.2.2 Premium Responsibilities – Less than 15 Years of District Service

The following table shows the four (4) health insurance plans and breakdown of premium responsibility for the District and Teacher who has served less than 15 years in the District.

Plan	**PPO**		**HSA 1**		**HSA 2**		**HMO**	
Less Than 15 Years	District	Teacher	District	Teacher	District	Teacher	District	Teacher
Employee	85%	15%	85%	15%	100%	0%	85%	15%
Employee + Spouse	60%	40%	60%	40%	60%	40%	60%	40%
Employee + Child(ren)	60%	40%	60%	40%	60%	40%	60%	40%
Family	60%	40%	60%	40%	60%	40%	60%	40%

9.2.3 Premium Responsibilities – 15 or More Years of District Service

The following table shows the four (4) health insurance plans and breakdown of premium responsibility for the District and Teacher who has served 15 years or more in the District.

Plan	**PPO**		**HSA 1**		**HSA 2**		**HMO**	
15 Years or More	District	Teacher	District	Teacher	District	Teacher	District	Teacher
Employee	90%	10%	90%	10%	100%	0%	90%	10%
Employee + Spouse	65%	35%	65%	35%	65%	35%	65%	35%
Employee + Child(ren)	65%	35%	65%	35%	65%	35%	65%	35%
Family	65%	35%	65%	35%	65%	35%	65%	35%

9.2.4 Wellness Program

It is not necessary to participate in District health insurance programs to gain benefits from the Wellness Program. The Teacher shall receive a benefit of $250 for year one (1) of participation and $500 for year two (2) and every consecutive year of participation thereafter. The benefit shall be distributed in the form of a contribution to a Health Savings Account (HSA) for Teachers who are enrolled in the District's insurance program, or a Flexible Spending Account (FSA) for Teachers not enrolled in the District's insurance program.

The Teacher will need to submit the Employee Wellness Program Physical Examination Form completed by the Teacher's physician along with the Employee Wellness Program Certification Form completed by the Teacher. The documents must be submitted to the District Business Office no later than noon on the last school day prior to winter break.

9.2.5 Benefits Protected Under Previous Collective Bargaining Agreement

Specified Teachers designated under terms of a previous Collective Bargaining Agreement are entitled to grandfathered health, dental, and vision insurance benefits**.**

Teachers currently enrolled in the alternate benefit and who continue to waive the District health insurance benefits, shall have the choice of designating where two thousand five hundred dollars ($2,500) allocated by the District is to be applied.

Teachers not already under the previously understood terms of this section shall not be eligible for the protected benefits.

9.3 District Insurance Committee

The Board is committed to providing affordable, high quality health, dental, and vision insurance benefits for Teachers at a shared cost between the Board and Teachers and places a high value on staff involvement in the selection process of insurance carriers.

In keeping with this philosophy, the Superintendent and Director of Fiscal Services shall meet no less than annually with a committee of at least four (4) Teachers selected by the Association. The purpose of this committee will be to gather input on the current status of the District health insurance program, coverage, and renewal plan and costs, review possible cost containment measures, review competitive carrier options, and discuss the service of the current carrier.

After gathering this information, the committee will provide any feedback regarding the current insurance benefits and make any recommendations prior to the Board's approval of the insurance renewal or any approval of changes in benefits or carriers. The Association shall submit names of Teachers who will be members of the District Insurance Committee to the Superintendent. Once the renewal is received, the Superintendent or designee will notify the District Insurance Committee to schedule a meeting.

9.4 Dental Insurance

The District shall pay ninety (90) percent of the annual cost for both the individual and family dental insurance policies. The Teacher who participates in the individual and family dental insurance policies shall pay ten (10) percent of the annual cost.

9.5 Vision Insurance

The District shall pay ninety (90) percent of the annual cost for both the individual and family vision insurance policies. The Teacher who participates in the individual and family vision insurance policies shall pay ten (10) percent of the annual cost.

9.6 Termination of Benefits

Insurance coverage will terminate as follows:

a) If the Teacher resigns or is dismissed during the school year, the insurance shall terminate on the last day of the month during which the resignation becomes effective.

b) If the Teacher resigns or is dismissed but completes their duties through the end of the school year, the insurance shall terminate on August 31 of that same year.

Article X
Evaluation

10.1 Teacher Evaluation Plan Reference

Language specific to the Teacher evaluation process is found in the Cass School District 63 Teacher Evaluation Plan, which is incorporated into this Agreement by reference. The Teacher evaluation plan is subject to bargaining as required by law and shall be developed in accordance with the requirements of Article 24A of the *Illinois School Code*.

10.2 Evaluation Committee

An Evaluation Committee shall be established to review, assess, and make revisions to the District's evaluation process, procedures, guidelines, and evaluation forms and tools. The Committee shall be comprised of designated District Administrators and three (3) Teachers from each building selected by the Association. The Committee shall meet at least once annually. Any changes in the evaluation forms and tools, process, procedures, or guidelines shall be completed through consensus of the Committee members.

10.3 Evaluation of Teachers in the Retirement Enhancement Program

Teachers in their final two (2) years of the Retirement Enhancement Program who are rated proficient or excellent will not be formally evaluated.

Article XI
Management Rights

The Board retains and reserves unto itself all powers, rights, duties and responsibilities to manage the District conferred upon and vested in it by law, except to the extent expressly and specifically limited by this Agreement and/or law, including, but not limited to, the responsibility for right to:

1. Maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its Teachers as related to the conduct of school affairs.

2. Hire all Teachers and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such Teachers.

3. Establish programs and courses of instruction, including special programs, and to provide for athletic, recreational, and social events of students, all as deemed necessary or advisable by the Board.

4. Delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

5. To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of Teachers with respect thereto, and non-classroom assignments.

Article XII
Understanding, Duration, and Acceptance of Agreement

12.1 Understanding

If any provision of the Agreement is subsequently declared by proper legislation or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Should any additional modification or changes be made, the parties shall mutually agree in writing.

The Board agrees with the Association that ongoing communication between the Board and Teachers is essential to the operation of a quality school system. The parties agree that issues of concern regarding the Collective Bargaining Agreement shall be discussed by mutual consent.

12.2 Duration

This Agreement is for the time period beginning on July 1, 2023. The expiration date shall be at the end of the workday on June 30, 2028. The Board and Association, if mutually agreed, may extend this Agreement for one additional year beyond 2027-28. If both parties mutually agree to extend this Agreement, then the same salary provisions as provided for the 2027-28 year as explained under Article 8.1 will apply to the one additional year.

12.3 Acceptance of Agreement

This Agreement is agreed upon by the Cass Education Association and Cass School District 63 Board of Education on this 25th day of April, 2023.

IN WITNESS WHEREOF:

FOR THE CASS EDUCATION ASSOCIATION	**FOR THE BOARD OF EDUCATION**
Katherine Fujiura, President	Shelly Camden, President
Filomena Manna-DeChiara, Vice President	Lana Johnson, Vice President

Appendix A

Long-Term Leave Request Form
Cass School District 63

The Board may grant a Teacher a leave of absence without pay unless available sick leave is utilized for an individual who is ill or taking care of an ill member of the immediate family within the provisions of the *Illinois School Code*. The Board shall retain the exclusive right to grant or deny a request for leave if all conditions are met, up to a maximum of one (1) school year.

Written notification for the commencement of a long-term leave of absence must be submitted no later than March 1 of the school year prior to the leave year requested. Section 5.5 of the current Collective Bargaining Agreement contains all requirements for the application process, including structuring of leave, long-term leave benefits, tenure status, and salary recognition.

Name	Position
Starting Date of Requested Leave	Ending Date of Requested Leave

Type of Long-Term Leave Requested (check one of the following):

- ☐ Sabbatical (graduate or post-graduate studies)
- ☐ Teacher exchange programs
- ☐ Health (Teacher and/or immediate family)
- ☐ Parental leave (beyond Family and Medical Leave)

Written Rationale for Long-Term Leave Request:

_____

_____

_____

_____

_____

By submitting and signing this request, the Teacher understands and agrees to all language and provisions of Section 5.5 of the current Collective Bargaining Agreement.

Signature of Applicant	Signature of Board President
Date of Application	Date of Board Approval

Appendix B

Formal Grievance Procedure Form
Cass School District 63

A grievance is a complaint or claim by a Teacher, or a group of Teachers, or by the Association that there has been an alleged violation, misinterpretation, or misapplication of any provision of the current Collective Bargaining Agreement. Article VI of the Agreement contains all provisions and requirements for the grievance process.

Article and Section of the Agreement Allegedly Violated:

_____

Manner in Which Agreement was Allegedly Violated:

_____

_____

_____

_____

_____

Remedy Requested:

_____

_____

_____

_____

_____

By submitting and signing the Formal Grievance Procedure Form, the Grievant(s) involved understand the language and timelines under Article VI of the Collective Bargaining Agreement.

Name(s) of Grievant(s)	Signature of Grievant(s)
Signature of Grievant(s)	Date Grievance Formally Submitted

Appendix C

Teacher Salary Statement
Cass School District 63

Name	Years in District*	Total Years Teaching*

1st Year of Tenure	Salary Lane	Grad Hours Beyond Salary Lane

*Counting the upcoming school year

Base Salary	
Extra Duty/Stipend (Timesheet)	
Total 2023-24 Year Salary	
Daily Rate (Base Salary/180)	
Required TRS Contribution	

I prefer my salary paid over: **10 Months** **12 Months** (please circle preference)

Disclaimer and Verification

Based on the provisions of Article VIII of the current Collective Bargaining Agreement, this is the computation of salary for the school year. These figures include additional compensation for any known extra-duty responsibilities. Should your responsibilities change, your salary will be adjusted accordingly. It is each staff member's responsibility to review and verify the accuracy of all information, sign, and return one copy of this form to the District office. Any errors or omissions that result in incorrect compensation will not be adjusted beyond the current school year.

Teacher Signature

Superintendent Signature

Date

Date

Appendix D

Pre-Approval for Tuition Reimbursement

Cass School District 63

The Board of Education shall reimburse Teachers up to a maximum of fifteen (15) semester hours per year for pre-approved courses. The Teacher must earn a grade of B or better to receive reimbursement of $300 per pre-approved credit hour, with reimbursement made after official transcripts and proof of tuition payment are received in the District office. Sections 8.4 and 8.5 of the current Collective Bargaining Agreement contain all requirements for the pre-approval of coursework, earning graduate credit, and reimbursement of tuition.

Teacher Name _____ Date of Pre-Approval Request _____

Course Title _____ Course Number _____ Semester Hours _____

Accredited College or University _____ Location of Course (City, Online, etc.) _____

Brief Course Description or Link _____

Level of Coursework (check one of the following):

- ☐ Undergraduate
- ☐ Graduate (not toward a masters degree)
- ☐ Graduate (toward a pre-approved masters degree program)
- ☐ Post-Graduate (for hours beyond a masters degree)

By submitting and signing this request, the Teacher understands and agrees to all language and provisions of Sections 8.4 and 8.5 of the current Collective Bargaining Agreement.

Teacher Signature _____ Date Submitted _____

Superintendent Signature _____ Date Approved _____

Office Use Only:

Documentation of Course Completion _____ Date Received _____

Appendix E

Extra Duty Compensation Schedule
Cass School District 63

Section 8.6 of the Collective Bargaining Agreement explains extra duty compensation. The Board maintains the right to determine what activities are offered at any given time. The calculation worksheet for interscholastic teams, activities, and clubs in the top two tables is found on the second page of this appendix, while the rates for other special activities are as shown below.

Interscholastic	Staff Required
Athletic Director	Cass - 1
Athletic Supervision	Cass - 2
Basketball	Boys Varsity Coach - 1 Girls Varsity Coach - 1 Boys Jr Varsity Coach - 1 Girls Jr Varsity Coach - 1 Scoreboard - 1 Scorer - 1
Cheerleading	Varsity Coach - 1 Jr Varsity Coach - 1
Chess	Head Coach - 1
Cross Country	Head Coach - 1 Assistant Coach - 1 Meet Supervisor - 1
Golf	Head Coach - 1
Math Team	Head Coach - 1
Scholastic Bowl	Head Coach - 1
Soccer	Boys Head Coach - 1 Girls Head Coach - 1
Softball	Head Coach - 1
Swim	Head Coach - 1
Track	Head Coach - 1 Assistant Coach - 2
Volleyball	Boys Varsity Coach - 1 Girls Varsity Coach - 1 Girls Jr Varsity Coach - 1 Scoreboard - 1 Scorer - 1

Activities and Clubs	Staff Required
Art Club	Cass - 1 Concord - 1
Assistant to the Principal	Cass - 2 Concord - 2
Band Director	Cass - 1
Building Clubs	Cass - As Needed Concord - As Needed
Building Leadership Team	Cass - 4 Concord - 4
Bus Duty	Concord - As Needed
CARE Delegate	Cass - 1 Concord - 1
Chorus Director	Cass - 1 Concord - 1
Detention	Cass - 1
Homework Club	Cass - 1
Lunch Supervisors	Cass - As Needed Concord - As Needed
Social Media	Cass - 1 Concord - 1
Mentor Teacher	Cass - As Needed Concord - As Needed
Student Council	Cass - 1
Traffic Supervisors and Assistants	Cass - As Needed Concord - As Needed
Translator (non-IEP)	Cass - As Needed Concord - As Needed
Webmaster	Cass - 1 Concord - 1
Yearbook Supervisor	Cass - 1 Concord - 1

Special Activities	Compensation Rate
In School Substitute Coverage	$35 per Class Period
Field Trip Supervision Outside of Workday	$35 per Hour
Overnight Activity Supervision	$200 per Night
Outdoor Education Coordinator	$300
Washington, D.C. Trip Coordinator	$500

Appendix E

Extra Duty Compensation Schedule
Cass School District 63

Extra Duty Calculation Worksheet
The compensation rate for coaching or sponsoring interscholastic teams, activities, and clubs is $35.00 per hour. At least two weeks prior to the start of an activity, Teachers must submit the following information to the Principal of the building for which the activity takes place. Approval for expected compensation must be obtained prior to the commencement of the season or activity.

_____	_____
Name	Team Coached or Activity Sponsored
_____	_____
Start Date of Season or Activity	Ending Date of Season or Activity

Calculation Estimate and Proposal
Attach a calendar of anticipated meeting dates for clubs and activities or practice and game dates for interscholastic teams, including any planned Saturday tournaments, and indicate if games are home or away.

1. An activity, club meeting, or team practice is expected to be 90 minutes (3:30 - 5:00 p.m.)
   A. Number of meetings or practices scheduled: _____
   B. Number of meetings or practices multiplied by 90: _____
   C. The total divided by 60 equals the hours of meetings or practices: _____

2. Interscholastic games are considered to be 120 minutes (if applicable)
   A. Number of interscholastic games scheduled: _____
   B. Number of interscholastic games multiplied by 120: _____
   C. The total divided by 60 equals the hours of interscholastic games: _____

3. Preparation and communication time is expected to be 30 minutes per activity, meeting, practice, and game.
   A. Number of activities, meetings, practices, and games scheduled: _____
   B. Number of activities, meetings, practices, and games multiplied by 30: _____
   C. The total divided by 60 equals the hours of preparation time: _____

4. **Add lines 1.C, 2.C, and 3.C for total hours of compensation proposal: _____**

If schedules or circumstances change and the hours need to be modified, the Teacher will send an amended proposal for approval. Additional hours must be approved by the Principal prior to using the additional hours. Time cards for extra duty positions morning for the previous week are due by 8:30 a.m. the following Monday to the Principal of the building where the sport takes place.

_____	_____
Team Coach or Activity Sponsor Signature	Date Proposal Submitted

Memorandum of Understanding

Between the

Cass Education Association

and the

Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between Cass School District 63 (District) and the Cass Education Association (CEA) (collectively, the "Parties").

The Board of Education has appointed Michael McLean as the Treasurer of Cass School District 63. Mr. McLean is legally qualified to serve in this role and possesses a Chief School Business Official Endorsement from the State of Illinois after completing his related internship in Cass School District 63.

Mr. McLean is also a District teacher and member of the CEA which if left unaddressed, could appear to be a conflict of interest. Therefore, the purpose of this MOU is to clarify the roles, duties and precedents so that there is no conflict with these two unique and distinct positions.

Notwithstanding any provision(s) of the current Collective Bargaining Agreement (CBA), the District and CEA agree to the following:

1. Role of the Treasurer – The Treasurer is appointed by the Board of Education and the general role is three-fold: (1) Serve as the lawful custodian of school funds and provide oversight to the Board and District's fiduciary duties; (2) review and reconcile monthly and annual statements and fund balances; and (3) maintain signature authority for any required financial statements, bond issuances or similar proceedings.

2. No Precedents – This is a unique and one time Board appointment of a CEA member due to Mr. McLean's unique qualifications to serve in this role. It is understood that unless similarly qualified, the Board will have no obligation to consider other CEA members for the same role in the future.

3. Stipend – The Treasurer will receive a stipend as determined by the Board of Education for work related to the role. Due to the unique nature of the role, this stipend is provided outside of the CBA with the CEA.

4. Hours and Duties– None of the work hours or duties of the Treasurer will be completed during the course of the contractual teacher workday.

5. Collective Bargaining – It is understood that Mr. McLean will take no active or passive role in matters related to collective bargaining, or discussions related to employee health insurance, benefits, compensation or other matters similarly related, either with or on behalf of the CEA or the Board of Education.

6. Confidentiality – It is understood that Mr. McLean will maintain confidentiality in all matters related to his roles as a teacher, as a CEA member, and Treasurer. It is further understood that Mr. McLean will not be placed in a position by either the CEA or District or Board of Education in which he would be expected to provide or share confidential information of or from either party.

7. Evaluation and Employment – It is understood that Mr. McLean's evaluation as it relates to his teaching performance and his subsequent employment will in no way be impacted by his role as Treasurer. In turn, Mr. McLean's evaluation and subsequent employment as Treasurer will in no way be impacted by his role as a teacher or his teaching evaluation.

8. Future Discussions – It is understood that if any concerns are brought forth by either party, these will be discussed and resolved immediately.

9. Effective Date and Term – This MOU is effective immediately upon approval by both parties. This MOU is non-precedential, shall not be deemed to establish a past practice and will not be binding or enforceable outside of the Board appointment and employment of Mr. McLean as Treasurer.

Agreed upon on Tuesday, June 22, 2021.

Katherine Fujiura, President
Cass Education Association

Shelly Camden, President
Cass District 63 Board of Education

Memorandum of Understanding

Between the

Cass Education Association

and the

Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between the Cass School District 63 Board of Education (Board) and the Cass Education Association (CEA) (collectively, the "Parties").

Whereas the District has successfully maintained an e-Learning program for the previous three school years, and with the understanding that there is agreement that both parties continue to support the option to utilize e-Learning days when weather or other conditions may necessitate the cancellation of in-person learning, the Board and CEA hereby agree to renew the Cass School District e-Learning Program for the 2023-24, 2024-25, and 2025-26 school years. This is subject to the Board and District complying with the e-Learning Program renewal requirements as set forth by Illinois statute and the Illinois State Board of Education.

It is understood that when an e-Learning day is utilized according to the Board-approved plan for such days of instruction and student attendance, the school day as referenced in the current Collective Bargaining Agreement will not apply and teachers will be required to report electronically for duty as outlined below. Revisions shall be implemented if mutually agreed upon or required by statute.

Following are the general provisions for e-Learning days:

- Teachers are expected to be prepared for an e-Learning day that allows for the continuity of instruction, learning, and rigor as appropriate for the age-level and ability of the students.
- With the understanding that it may not always be feasible, as much as possible the District will make every effort to make a decision regarding the need for an e-Learning day prior to the end of the previous teacher work day.
- The teacher e-Learning workday will be 5 hours and 30 minutes, and instruction in both buildings shall commence at 8:30 a.m. and conclude at 2:00 p.m. A minimum of 5 clock hours of synchronous and/or asynchronous instruction or a combination thereof is required to fulfill the state requirements for a school day.
- The Google Classroom platform will be utilized and plans and schedules will be communicated to parents as appropriate for each subject and grade level.

In cases when students are unable to complete e-Learning work within the e-Learning specified hours and/or due to unforeseen circumstances (power outages, lack of Internet access, appropriate supervision at home, etc.), teachers will communicate with students and parents directly as appropriate, giving students the opportunity to submit missed work within a reasonable period of time that is appropriate for the age of the students.

This MOU is in effect through the 2025-26 school year, or prior to that time if it is mutually agreed upon by both parties that the language contained herein needs to be modified, or other requirements are set forth by statute or the Illinois State Board of Education.

Agreed upon on Tuesday, October 17, 2023.

Scott Kondraschow, President
Cass Education Association

Lana Johnson, President
Cass District 63 Board of Education

Memorandum of Understanding

Between the

Cass Education Association

and the

Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between the Cass School District 63 Board of Education (Board) and the Cass Education Association (CEA) (collectively, the "Parties").

There was a previous understanding that school district coaches and extracurricular sponsors could be required to drive the school district activity bus to transport their students to or from interscholastic contests and events. Since that time, it has been determined that requiring coaches and sponsors to drive the activity bus is often not feasible and is not in the best interest of the district or the coach or sponsor to do so as a condition of their employment in the extracurricular coach or sponsor position.

As a result, it is hereby agreed upon and understood that the Board or district will not under any circumstances compel a coach or extracurricular sponsor to drive the activity bus for the purpose of transporting students.

It is further understood that a coach or extracurricular sponsor may volunteer to drive their students to or from activities if the following conditions are met:

1. Statute allows individuals with a Class D license to operate an activity bus;
2. The coach or extracurricular sponsor holds the necessary license and has maintained a safe driving record;
3. The coach or extracurricular sponsor has received a training session from qualified school district personnel on the safe operation of the activity bus, including a practice driving session or sessions totaling at least 30 minutes with no students aboard the bus; and
4. The team or activity includes total participation not to exceed the stated capacity of the activity bus.

This memorandum of understanding is in effect until such time that it is mutually agreed upon by both parties that the language contained herein needs to be modified, or is no longer necessary.

Agreed upon on Tuesday, October 17, 2023.

Scott Kondraschow, President
Cass Education Association

Lana Johnson, President
Cass District 63 Board of Education

Memorandum of Understanding

Between the

Cass Education Association

and the

Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between the Cass School District 63 Board of Education (Board) and the Cass Education Association (CEA) (collectively, the "Parties").

Whereas, due to the SASED Special Education Cooperative no longer doing so, the Board has determined that it is necessary to provide an extended school year (ESY) program for eligible district students in the summer of 2025.

Whereas, Cass School District 63 is partnering with Woodridge School District 68 for providing ESY services for students in grades K through 8, it has been determined that it will be in the best interest of our PreK students to provide ESY with our own staff at Concord Elementary School for the summer of 2025.

Whereas, the Board and CEA agree that the current Collective Bargaining Agreement does not include provisions for ESY compensation, the following has been agreed upon:

- The D63 PreK ESY program will be a total of 15 instructional days as scheduled in late summer, with a daily student schedule that run from 8:30 - 11:00 a.m.
- Including the time for preparation, parent communications, and other details that ensure an effective program of instruction, the total work hours are estimated to be between 65 to 75 hours over the course of the summer.
- As agreed upon with the Board and CEA per this MOU, this will be paid as a summer school stipend for the following positions:

  Speech Therapist - $3,200
  Occupational Therapist - $3,200
  Teacher and ESY Coordinator - $3,800

The qualifications for the speech therapist and occupational therapist positions are standard for the respective positions, while the requirements for the teacher and ESY coordinator include an LBS1 for the grade levels served, while experience with preschool and an administrative endorsement are preferred but not required. The expectation is that the three positions will be equally engaged with the students over the course of the summer program. Teacher assistants may be added at a later date, if necessary based on final enrollment and the needs of the students.

Agreed upon on Tuesday, April 22, 2025.

Scott Kondraschow, President
Cass Education Association

Lana Johnson, President
Cass District 63 Board of Education

Memorandum of Understanding

Between the

Cass Education Association

and the

Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between the Cass School District 63 Board of Education (Board) and the Cass Education Association (CEA) (collectively, the "Parties").

Whereas, Cass Junior High School teacher Lauren Holder has a unique personal situation which caused her to request having her employment reduced to a 0.8 full-time equivalent position, rather than seek a part-time position in another school district; and

Whereas, this voluntary reduction in time causes no loss of opportunity for students and creates no negative impact on the school schedule; and

Whereas, Cass School District 63 is able to accommodate this request for the 2025-26 school year to the mutual benefit of both the teacher and the district; and

Whereas, it is understood by Lauren Holder and the CEA that her compensation will be proportionately reduced to an 0.8 FTE position for the 2025-26 school year and any subsequent years this MOU remains in place; and

Whereas, Lauren Holder's seniority will be accrued at the 0.8 FTE rate, and as allowed per any applicable statue or current language in the Collective Bargaining Agreement, for the time this voluntary reduction of time is in effect; and

Whereas, it is understood that the need to move this back to a full-time 1.0 FTE position will be reviewed on an annual basis and determined no later than March 1 of each subsequent school year that this specific 0.8 FTE position is maintained.

Therefore, the Board and CEA agree that the 0.8 FTE position for teacher Lauren Holder is acceptable at the times and hours agreed upon for the 2025-26 school year, according to the terms included herein.

Agreed upon on this Tuesday, May 20, 2025.

Scott Kondraschow, President
Cass Education Association

Lana Johnson, President
Cass District 63 Board of Education

Memorandum of Understanding

Between the

Cass Education Association

and the

Cass School District 63 Board of Education

This Memorandum of Understanding (MOU) is entered into by and between the Cass School District 63 Board of Education (Board) and the Cass Education Association (CEA) (collectively, the "Parties").

Whereas, since the SASED Special Education Cooperative stopped providing an extended school year (ESY) program prior to the summer of 2025, the Board determined that it was necessary to do so for eligible district students who require these services.

Whereas, Cass School District 63 is partnering with Woodridge School District 68 for providing ESY for students in grades K-8, our PreK students will be provided ESY services with our own district staff for as long as it is necessary and feasible to do so.

Whereas, the Board and CEA agree that the current Collective Bargaining Agreement does not include provisions for ESY compensation, the following has been agreed upon:

- The D63 PreK ESY program will be a total of 15 instructional days as scheduled in late summer, with a daily student schedule that run from 8:30 - 11:00 a.m.
- Including the time for preparation, parent communications, and other details that ensure an effective program of instruction, the total work hours are estimated to be between 65 to 75 hours over the course of the summer.
- As agreed upon with the Board and CEA per this MOU, this will be paid as an extended school year stipend for each position as follows, with annual CPI increases per the current teacher contract for each year of staff experience:

  Speech Therapist - $3,200
  Occupational Therapist - $3,200
  Teacher and ESY Coordinator - $3,800

The qualifications for the speech therapist and occupational therapist positions are standard for the respective positions, while the requirements for the teacher and ESY coordinator include an LBS1 for the grade levels served, while experience with preschool and an administrative endorsement are preferred but not required. The expectation is that the three positions will be equally engaged with the students over the course of the summer program. Teacher assistants may be added at a later date, if necessary based on final enrollment and the needs of the students.

Agreed upon on Tuesday, February 17, 2026.

Scott Kondraschow, President
Cass Education Association

Lana Johnson, President
Cass District 63 Board of Education