

NEGOTIATED CONTRACT

Between the

MAHOMET-SEYMOUR EDUCATION ASSOCIATION IEA-NEA

And the

BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 3

2026-2030

Part B



Mahomet-Seymour
COMMUNITY SCHOOLS

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**BOARD OF EDUCATION COMMUNITY UNIT SCHOOL
DISTRICT NO. 3**

July 1, 2026-June 30, 2030

PART B

ARTICLE I - PREAMBLE

The Board of Education of Community Unit School District No. 3 and the Mahomet-Seymour Education Association recognize that the ultimate aim of public schools is to provide the best education possible for the school children in the District. Attainment of these educational objectives, which is a joint responsibility of the Board, the administrative and supervisory staff and the professional educational employees, requires staff participation in the consideration of matters of mutual concern, and in matters related to professional service. Attainment of educational objectives of the District requires mutual understanding and cooperation between the Board, the administration and supervisory staff, and the professional educational employees. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

ARTICLE II - RECOGNITION

Section 2.1 - The Board of Education of Community Unit School District #3, Champaign County, Illinois, will be hereinafter referred to as the "Board," and the Mahomet-Seymour Education Association, will be hereinafter referred to as the "Association", as the exclusive representative for all full and part-time regularly employed certificated and non-certificated personnel including teachers, librarians, counselors, social workers, school psychologists, speech pathologists, aides, library assistants, nurses, study hall supervisors, cooks, custodians, maintenance personnel, certified bus drivers, monitors, education office personnel, health education office personnel, couriers, dispatcher and registrars.

Classifications Excluded: District #3 administrative personnel and administrative assistants; all supervisors, managerial employees, confidential employees and short-term employees as defined in the Act; and employees in the before, during and after school childcare program.

For the purpose of clarity, this Agreement consists of two parts:

Part A covers employee positions represented in MSEA including full and part-time regularly employed certificated and non-certificated teachers, librarians, counselors, social workers, school psychologist, speech pathologist, aides, library assistants, nurses and study hall supervisors.

Part B covers employee positions in the MSEA membership, including cooks, custodians, maintenance personnel, certified bus drivers, monitors, education office personnel, health education office personnel, couriers, dispatcher, and registrars. Unless specifically stated or identified by reference, no language found in Part A is applicable to Part B positions.

Section 2.2 - DEFINITIONS:

A. The term "days" when used hereinafter shall refer to calendar days unless otherwise specified.

B. Definition of full-time and part-time employee. Full time is eight hours per day for ten or more months per year. Part-time is less than eight hours per day.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

Section 3.1 - INCLUSIONS: The parties agree that applicable Illinois statutory and case law and the Constitutions of the United States and the State of Illinois are hereby incorporated into this Agreement.

Section 3.2 - BOARD RIGHTS AND RESPONSIBILITIES: The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

ARTICLE IV - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 4.1 - The Association and its members shall have the right to use school buildings for organizational meetings and the right to transact official Association business on school property at reasonable times, provided these meetings shall not interfere with or interrupt the normal school operations, and that the time and space to be used be cleared with the principal of the building wherein the meetings are to be held. When special custodial service is required, the Board may make reasonable charge therefore. Any school sponsored activity shall have precedence for use of facilities.

Section 4.2 - The Association shall be given the opportunity to present brief reports and announcements at building staff meetings and unit staff meetings.

Section 4.3 - The Association shall have the right to use the District mail service, mailboxes, and District email for communications to employees.

Section 4.4 - The Association shall have the right to post notices of its activities and matters of Association concern on staff bulletin boards, at least one of which shall be provided in each school building.

Section 4.5 - The Board agrees to make available to the association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: census and membership data, names and addresses of all employees, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students.

Section 4.6 - The Association will make available any pertinent information as reasonably requested by the Board or its representatives.

Section 4.7 - NON-DISCRIMINATION: The Board agrees that it shall not discriminate against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, or national origin, and that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious or discriminatory. The Board agrees not to discriminate against any employee in regards to the terms and conditions of employment, including discrimination against any employee by virtue of family relationship. Family relationship is defined as that kinship which exists between people related by blood or by marriage.

Section 4.8 - The Association shall pay for the cost of all supplies incidental to use.

ARTICLE V - NEGOTIATION PROCEDURES

Section 5.1 - The parties shall negotiate pursuant to the Rules and Regulations promulgated by the Illinois Educational Labor Relations Board under provisions of the Illinois Educational Labor Relations Act.

Section 5.2 - It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

Section 5.3 - When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to membership of the Association for ratification and to the Board for ratification.

Section 5.4 - MEDIATION: If the services of a mediator are needed, a mediator shall be requested by the parties from the Federal Mediation and Conciliation Service. Requests may be made to the Illinois Educational Labor Relations Board pursuant to the provisions of the Illinois Educational Labor Relations Act.

Section 5.5 - ATTENDANT COSTS: Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

ARTICLE VI - PROFESSIONAL GRIEVANCE PROCEDURE

Section 6.1 - GRIEVANCE DEFINED: Any claim by the Association, a group of employees or an employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement must be brought to the attention of the immediate supervisor within twenty (20) days of the date of occurrence of the matter. Failure to act within this time limit bars future appeal.

Section 6.2 - TIME LIMITS DEFINED: All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean teacher employment days.

Section 6.3 - DEFINITION OF GRIEVANT: At any level of the grievance procedure, the grievant may request Association involvement in the grievance process. Henceforth all references to "grievant" shall be construed to mean the original initiator of the grievance procedure and, if requested, the Association. The original initiator of the grievance process may request that the Association take over the grievance process at any level. However, any individual employee or a group of employees may at any time present grievances to the Board and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.

Section 6.4 - INFORMAL STEP: The parties hereto acknowledge that it is usually most desirable for a bargaining unit member and the supervisor immediately involved to resolve problems through free and informal communications. When requested by the grievant, the Association representative may accompany the grievant to assist in the informal resolution of the grievance. If, however, such aforementioned informal processes fail to resolve the grievance, it may then be processed as follows:

Section 6.5 - STEP ONE: The grievant may present the grievance in writing (within the twenty day time period listed 6.1) to the supervisor immediately involved who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievant within two (2) days after the meeting. The answer shall include the reasons for the decision. The purpose of this step is try to resolve the grievance.

Section 6.6 - STEP TWO: If the grievance is not resolved at Step One, then the grievant shall refer the grievance to the Superintendent or his official designee within six (6) days after receipt of the Step One answer or within eight (8) days after the Step One meeting, whichever is the latter. The Superintendent shall arrange for a meeting with the grievant to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have three (3) days in which to provide a written decision with reasons to the grievant. The purpose of this step is to try to resolve the grievance.

Section 6.7 - STEP THREE: If the grievance is not resolved at Step Two, then the grievant shall refer the grievance to the Board of Education within six (6) days after receipt of the Step Two answer or within eight (8) days after the Step One meeting, whichever is the latter. The Superintendent shall arrange for a meeting with the grievant and the Board to take place within ten (10) school days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Board shall have three (3) days in which to provide a written decision with reasons to the grievant. The purpose of this step is to try to resolve the grievance.

Section 6.8 – STEP FOUR: If the Association/grievant is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to final and binding arbitration. The Demand for Arbitration must be filed with the Board within thirty (30) days of the Step Two decision. If the Association and Board cannot agree upon an arbitrator within seven (7) days of the Demand being filed, the Demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. If a Demand for Arbitration is not filed with the Board within thirty (30) days, then the grievance shall be deemed withdrawn.

Section 6.9 - In all cases the Arbitrator shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. However, upon mutual agreement of the parties, expedited (Streamlined Labor Arbitration Rules of the American Arbitration Association) may be used.

Section 6.10 - The fees and expenses of the Arbitrator shall be shared on an equal basis by the employer and the Association.

Section 6.11 - Unless agreed upon in advance, the party requesting a court reporter shall assume full responsibility for the expenses of the reporter. However, if both parties request a transcript, then the parties shall share the cost of the reporter.

Section 6.12 - Neither party shall be allowed to assert any new grounds or present information not previously disclosed to the other prior to arbitration at the arbitration hearing.

Section 6.13 - The Party requesting a postponement of an arbitration hearing shall bear all costs, if any, related to the postponement.

Section 6.14 - BYPASS: Upon written, mutual agreement of the parties, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section 6.15 - Any grievance involving employees in more than one building or more than one immediate supervisor, may be initiated at Step Two.

Section 6.16 - INFORMATION: The Board, administration and the grievant shall cooperate in the investigation of any grievance, and further, they shall furnish information requested for the processing of any grievance.

Section 6.17 - NO REPRISAL: All parties involved in a grievance shall be free from restraints, coercion or reprisal.

Section 6.18 - PERSONNEL FILES: Grievance documents shall not be filed in the personnel folders maintained by the District Superintendent's office.

Section 6.19 - RELEASED TIME: Should the processing of any grievance at any level require that a grievant and/or grievance representative be given released time, the parties aforementioned shall be released without loss of pay or benefits. However, both parties agree to schedule such a meeting so as to minimize interference with the normal school program.

Section 6.20 - WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VII - VACANCIES, TRANSFERS AND PROMOTIONS

Section 7.1 - POSTING OF VACANCIES: The Superintendent shall have posted in all school buildings and shall send to the Association President a notice of all District vacancies as they occur. Such notice shall be accompanied by a statement of minimum qualifications and salary range. No such vacancy shall be filled except in case of emergency until such vacancy shall have been posted for at least five (5) school days. A bargaining unit member who is interested in this vacancy, but must fulfill his/her current assignment, must apply at this time. During the summer vacation, a list of vacancies shall be emailed to the Association President. The vacancies will be posted within the School District on or before the same time the vacancies are released to any news organization or placement facilities.

Section 7.2 - VACANT POSITIONS: A vacant position shall be defined as a current or newly-created position that cannot be filled from among the members of the bargaining unit by one of the following methods:

- A. Employees returning from a leave of absence;
- B. Employees, by seniority, who are on layoff due to reduction in force;
- C. An employee who applies for a voluntary transfer pursuant to Section 9.3.

Section 7.3 - VOLUNTARY TRANSFER: Any employee wishing to change positions shall apply to that posting within the normal protocol for application and notify the supervising administrator in writing the request for a voluntary transfer. The employee will be given first consideration in filling the vacant position and no voluntary transfer shall be arbitrarily denied. If the administration denies a request for a voluntary transfer, the employee will be notified and if requested the reasons for the denial shall be provided to the employee in writing prior to the vacancy's being filled.

Section 7.4 - JOB SHARING:

A. Purpose. Job sharing as defined in this article is a voluntary program providing two (2) full-time (8 hour) employees the opportunity to share one (1) full-time (8 hour) position. No full-time equivalent positions will be eliminated in order to create job sharing positions.

B. Application Procedure. Participants in job sharing positions shall submit an application and proposed plan for a job sharing leave to the Superintendent by February 1 of the year preceding the school year for which the leave is requested. The responsibilities of an assignment by the participants may be divided according to a plan designated by the participants, with the concurrence of the principal(s). The job sharing plan shall include, but not be limited to, division of responsibilities, schedule of work hours and/or days, in-service days, District meetings, open houses, parent conferences, field trips, and other teaching responsibilities. The Board of Education, at its discretion, may approve the job share application upon the recommendation of the Superintendent.

C. Salary Credit Allowable. Participants' salaries in job sharing positions shall be prorated according to the time worked.

D. Length of Leave. The length of job-sharing leave shall be for one (1) school year and may be extended for one (1) year by the Board if another request to renew is made by the participants in accordance with Section 9.4B. Participants in job sharing positions shall be considered on an unpaid leave of absence for that portion of the school work hours and/or days that they are not working. In the event one participant cannot complete a job-sharing plan due to illness or other emergency, the remaining participant shall have the option of completing the plan as a full-time employee. If the participant declines and a part-time substitute cannot be retained, the Board retains the right to terminate the plan and hire a full-time substitute. The participants shall be placed on an unpaid leave of absence for the remainder of the school year.

E. Attendance at Required Meetings. The participants shall attend institute days, in-service days, staff meetings, parent-teacher conferences and open houses.

F. Seniority. Employees participating in the job-sharing program as set forth in this section shall accrue seniority in proportion to the time worked.

G. Insurance and Leave Benefits Availability. Participants in job sharing positions who work at least a full-time (8 hour) position of 50% or greater shall receive prorated fringe benefits and leave benefits at a rate equal to the participant's number of hours worked. The cost to the Board shall not exceed one full-time (8 hour) employee.

H. Return from Leave. Participants in a job-sharing program shall submit written notice of their request to return to full-time employment by February 1. These employees will retain their seniority if there is no break in service.

Section 7.5 – SUBCONTRACTING

The District will notify the association of any subcontracting of bargaining unit positions when subcontracting is necessary. The District is committed to filling open positions with bargaining unit members and agrees to repost all open positions regularly that have been filled by subcontracting with the goal of finding a person to permanently fill the position.

ARTICLE VIII - REDUCTION IN FORCE

SUPPORT STAFF:

A. If the Board determines to reduce the number of support staff positions because of decreased enrollment, lack of funds or to discontinue a particular type of support staff service, the support staff employees who are subject to removal shall receive notice by certified mail at least thirty (30) days before the end of the employee contract, together with a statement of honorable dismissal and the reason therefore. The support staff employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first. See Appendix X

B. SENIORITY: For purposes of determining seniority among the support staff in the bargaining unit the following category of positions shall be applicable:

- ~~1.~~ ~~Cooks~~
- ~~2.~~ 1. Custodians
- ~~3.~~ 2. Maintenance personnel
- ~~4.~~ 3. Certified bus drivers
- ~~5.~~ 4. Monitors
- ~~6.~~ 5. Education Office Personnel/Health Education Office Personnel/Registrars
- ~~7.~~ 6. Couriers

Seniority shall be defined as the length of continuous service within District #3, measured from the first day of employment within the District. Seniority does not accrue during an unpaid leave of absence longer than ninety (90) days. However, such leave shall not interrupt continued service status. Seniority accrual shall not be interrupted by a paid leave, sick leave, or forced leave because of on-the-job injury. Loss of seniority will result from resignation, dismissal for cause, or retirement.

C. BREAKING OF TIES: If two (2) or more support staff employees otherwise have the same total length of service and are equally qualified for the same position, the reverse order of their hiring will be used to break the tie, i.e., the last hired will be the first dismissed.

D. RECALL RIGHTS: Recall rights shall be in effect from the date of termination through one (1) calendar year from the beginning of the next following school term. Seniority, all accumulated sick leave, and salary schedule position will be reinstated upon recall. Support staff will be eligible for recall in reverse order of termination and notified of recall by certified mail at their last known address on file in the District office. Support staff will be eligible for any vacant position for which they are certified at the time of

notice of vacancy. Support staff are required to inform the office of the Superintendent of any changes in their qualifications after the date of their termination. A support staff employee shall have ten (10) working days from the date of receiving the recall notice to respond to the recall offer.

E. SUPPORT STAFF RETENTION OF BENEFITS: Full-time support staff who are reduced and then recalled to part-time positions shall retain all full-time employee rights under this Agreement. Part time support staff who are reduced and then recalled to part time positions shall retain the same pro-rated benefits they had before being reduced.

F. Upon written request of an honorably-dismissed support staff employee, two weeks prior to the end of the school term, the employer shall pay to the support staff employee all compensation due to him/her within three (3) days of the last day of employment.

G. SENIORITY LIST: By February 1 of each year, in consultation with the Association, the Board shall develop a support staff seniority list for the bargaining unit support staff. The list shall be categorized by the positions set forth in Section 10.1.B, and shall be posted in each building. The list shall show the length of service of each support staff bargaining unit member who is qualified to hold any of the positions. The support staff employee with the greatest seniority in a categorized position shall be listed first, followed by the other qualified support staff employees in order of seniority. A copy of the seniority list shall be provided to the Association President thirty (30) calendar days prior to posting. The Association shall have thirty (30) days from February 1 to file exceptions to the list with the Assistant Superintendent.

ARTICLE IX - EXTRA DUTY POSITIONS/ASSIGNMENTS

(Refer to Part A - ARTICLE XI – EXTRA DUTY POSITIONS/ASSIGNMENTS.)

ARTICLE X - WORKING CONDITIONS AND STAFF FACILITIES

Section 10.1 - FACILITIES AND EQUIPMENT: The Board agrees to make available for each building adequately maintained typing and duplicating facilities, adequate workspace, and, if possible, clerical personnel, to aid bargaining unit members in the proper execution of their assigned duties.

Section 10.2 - UNSAFE OR HAZARDOUS CONDITIONS: A bargaining unit member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger his/her health, safety, or well-being.

In the event of safety issues that impact the Mahomet-Seymour School District and that requires Board of Education involvement/decision making, MSEA will be offered an opportunity to provide input through its leadership team. The MSEA leadership and the Board of Education will meet to discuss the facts and evidence surrounding the situation. Any relevant guidance from federal, state, or local agencies will be taken into consideration by the parties along with what is known locally about the safety issue. Whenever possible, the Superintendent will share the reasoning behind any such decision made by, or to be made by the Board of Education with MSEA leadership *18 hours* prior to making the decision public to the District and/or community.

Section 10.3- STAFF LOUNGE: An area will be set aside in each building to be used as a staff lounge.

Section 10.4- PARKING: All school parking lots shall be maintained in a reasonable condition relative to their grading and surface. Each lot at Lincoln Trail and Mahomet-Seymour Junior High School will be clearly marked for STAFF PARKING ONLY, NO STUDENT PARKING. VIOLATORS WILL BE TOWED AT OWNER'S EXPENSE. Every effort shall be made to keep said lots accessible during adverse weather conditions.

Section 10.5 - COPY MACHINES: A minimum of two copying machines shall be maintained in each student attendance center with one additional machine each at the Junior High and the High School libraries. Therefore, the availability of copying/duplicating/scanning shall be as follows:

- a. Five at Middletown Prairie
- b. Three at Lincoln Trail
- c. Three at Junior High
- d. Four at High School **and one at the CAIR Center**
- e. One at Bus Barn

ARTICLE XI - RELEASED TIME AND WORKSHOPS

RELEASED TIME FOR ASSOCIATION PRESIDENT: The Association President shall be granted twelve (12) half days of released time (taken in 1/2 or full day increments) per school year for Association business relative to in-district matters at no loss of salary, fringe benefits, or seniority.

ARTICLE XII - LEAVES

Section 12.1 - SICK LEAVE: Each bargaining unit member shall be entitled to a total of sixteen (16) sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, pregnancy and pregnancy-related disabilities, quarantine at home or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians. After three (3) continuous days a physician's statement may be requested by the Board.

Section 12.2 - BEREAVEMENT: **The District will abide by the Family Bereavement Leave Act (FBLA):**

Members of the bargaining unit may be permitted up to a maximum of three (3) days of leave in the connection with the death of a member of the immediate family which shall include any spouse, domestic partner, mother, father, daughter, son, grandmother, grandfather, granddaughter, grandson, sister, brother, niece, nephew, aunt, uncle, parent-in-law, brothers-in-law, sisters-in-law, legal guardian and any person living in the household of the Association member. Leave taken under this section will be with pay, but will not be charged against the Teacher's sick leave allotment. Unused bereavement leave shall not accumulate from year to year. Beginning with the fourth day, the Board will grant up to three (3) additional days of bereavement leave to be used in half-day increments. The bargaining unit member is required to use eligible sick half-days to cover the balance of the half days required.

Paid bereavement leave may also be used because of the following: (1.) a miscarriage; (2.) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (as that term is defined in the Family Bereavement Leave Act); (3.) a failed adoption match or an adoption that is not finalized because it is contested by another party; (4.) a failed surrogacy agreement; (5.) a diagnosis that negatively impacts pregnancy and fertility; (6.) a stillbirth.

For the death of a person equivalent to a family relationship (defined as: Close friends, long-term partners, former guardians, godparents/godchildren, individuals considered family by the employee) or relative by marriage not indicated above: an employee shall be allowed to use up to 3 days charged as sick leave.

Qualifying bereavement leave under this Section must be completed within sixty (60) days after the date on which the employee receives notice of the death of the covered family member as defined above.

An employee shall provide the employer with at least 48 hours' advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable and practical.

The District may, at its discretion, require reasonable documentation (as defined under the FBLA).

Section 12.3 - PERSONAL LEAVE: The Board shall grant personal leave to support staff according to Appendix X. During the first 10 years of employment, bargaining unit members will be granted by the Board two (2) days of personal leave without loss of pay per school term. Unused personal leave days may accumulate as sick leave; provided, however, a bargaining unit member during the first 10 years of their employment shall be entitled to carry over one unused personal leave day to a subsequent school term, i.e. as bargaining unit members transition from their ninth year of employment to their tenth year of employment, it will be the last time they are entitled to carry over one personal leave day. At the completion of 10 years of service in the District, the Board shall grant three (3) days of personal leave. At the completion of 15 years of service in the District, the Board shall grant (4) days of personal leave. Except in emergencies, the employee shall notify his/her immediate supervisor at least two (2) days in advance of the day he/she is to be absent. Personal leave is defined as an absence required due to personal business that cannot be scheduled during non-school hours.

A bargaining unit member may purchase one (1) additional day per academic year of personal leave for their per diem salary and insurance cost, only after the employee has exhausted the original days granted by the board. If unused this additional purchased personal leave day shall not accumulate from year to year in sick or personal leave.

Section 12.4 - SABBATICAL LEAVE – A sabbatical leave may be granted after an Employee has five (5) or more years of continuous full-time service in the District.

A. Granting a leave of absence will be made on an individual basis and in no way will establish a precedent for granting of future leaves. Request for sabbatical must be approved by the building principal and Superintendent prior to Board of Education consideration.

B. The leave shall be for a maximum of up to one (1) year without pay.

C. An employee, on Board approved leave of absence, will be permitted to retain his/her current insurance coverage. The premium for insurance coverage will be paid in full by the employee.

D. A request for sabbatical leave, for the following school year, shall be submitted in writing to the Board no later than May 1 of the current school year. The Employee on leave shall also notify the Board in writing by February 1 of the leave year of his/her intent to return to the District for the next school year. If the Employee does not intend to return, the notification to the Board shall be made in the form of a written resignation.

E. An employee granted a leave of absence shall be reinstated to the position held at the time the leave was requested, provided this position still exists. If eliminated, the RIF provisions in this agreement apply.

Section 12.5 - PARENTAL LEAVE: As defined by the Family Medical Leave Act of 1993. Eligible employees on parental leave shall be able to use sick leave benefits as outlined in Family Medical Leave Act (FMLA).

Section 12.6 - MILITARY LEAVE: The contractual continued service status of a bargaining unit member shall not be affected by virtue of his/her induction or enlistment for military duty in any branch of the armed forces of the United States.

A. Bargaining unit members who are inducted into the military service of the United States shall be granted leave without pay. Such leave shall not exceed two (2) years.

B. For purposes of this Section, years of military service shall be equivalent to two (2) years of experience for advancement on the salary schedule.

C. A bargaining unit member must notify the Board of the date of his/her separation from service not later than thirty (30) days from said date.

D. If a bargaining unit member is called to service during the school year, the Board shall grant him/her a fifteen (15) day leave of absence just prior to his/her entering the service at full pay.

Section 12.7 - PROFESSIONAL LEAVE: Professional training provided related to job description as determined and approved by administration.

Section 12.8 - ASSOCIATION LEAVE: In the event that the Association desires to send representatives to regional, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the District for the cost of substitute(s). Association leave shall not conflict with Parent/Teacher Conferences or the first and last days of the school year. Appropriate MSEA and Unit forms are to be processed. Association leave is limited to one employee in the support staff classifications provided that employee is an officer in the Association.

Section 12.9 - JURY DUTY: The school district recognizes the duty of each individual employee to participate in his/her civic responsibility. If an employee is summoned for jury duty, the school district will grant a leave with full pay and benefits to the employee while serving jury duty. An employee will be expected to report to work on days when he/she is released from jury duty. The employee will turn over monies received for serving on jury duty during work days to the school district. This does not include allowance received for transportation. Failure to reimburse the school district for the above will result in a deduction in the employee's salary equal to the amount received for such jury duty.

Section 12.10 - SUBPOENA: Except in cases where the bargaining unit member is a party found at fault, bargaining unit members who are subpoenaed shall suffer no loss in salary or benefits due to their absence from the District.

Section 12.11 - SICK LEAVE BANK: **The District will establish two (2) separate sick banks in which current, retiring, and departing staff may deposit sick leave (participation by any staff member is voluntary). These groups of employees include Sick Bank A (All TRS employees) Sick Bank B (IMRF employees working at least 30 hours a week and qualifying for insurance benefits).**

Upon request, the Association President will be informed of the number of days remaining in the banks at any time. In the event that a bargaining unit member who has completed two (2) or more consecutive years in the District and who has exhausted their sick leave faces a need for additional sick leave, application may be made to the Association President for help when the staff member has only ten (10) days remaining. The following steps will then occur:

1. The applicant should file an application with the Association President, giving name, building, reason for need, and approximate number of days needed. If requested, this material will be kept confidential.
2. The Association President, with the approval of the MSEA Executive Board, will review and grant the requesting member sick days up to the number needed.
3. If the sick bank does not have enough days, the Association Representatives will circulate a “request for transfer of sick days” first to the requesting member’s building and then to the membership as a whole as needed. Days will be transferred to the requesting member in the order of the forms received by the District, only up to the number of days needed. Unused “donations” will be deposited into the sick bank.
4. Days used from the sick bank or transferred will only apply to the current school year.

Section 12.12 - VACATION LEAVE: Vacation time will not accumulate from one fiscal year (July 1 to July 31st of the following year) to the next. Any unused vacation time will be credited to earned sick leave on the first payroll in August. Refer to Appendix X.

Vacation days for custodians will be distributed as follows:

1. Custodians with 0-7 years with the employer: 10 vacation days
2. Custodians with 8-14 years with the employer: 15 vacation days
3. Custodians with 15+ years with the employer: 20 vacation days

Custodial vacation day requests of three consecutive days or more should be submitted to the Director of Facilities thirty (30) days in advance.

ARTICLE XIII - EMPLOYEE DISCIPLINE/PROTECTION

Section 13.1 - COMPLAINTS AGAINST BARGAINING UNIT MEMBERS: The following procedures shall be followed in the investigation of a written complaint against a bargaining unit member at the school or on school grounds.

- A. The bargaining unit member shall have the right to representation in any meeting with the Board or administration in the investigation of the complaint by the District.
- B. To the extent that the administration is aware of any complaint, the bargaining unit member shall be notified within three (3) week days of any complaint filed, and be notified by the immediate supervisor of the bargaining unit member’s right to representation. In the event a complaint is filed against a bargaining unit member, the District shall cooperate with the employee’s representatives in the investigation of the complaint. Suspension or discipline of a bargaining unit member as a result of a complaint filed against the employee shall be for reasonable cause and preceded by:

1. Honoring of the employee's statutory rights under the Abused and Neglected Child Reporting Act, the Illinois School Code, and the Illinois Educational Labor Relations Act. Compliance with the employee's contractual rights pursuant to this provision and other applicable provisions of the Agreement.

C. With respect to a written complaint filed by a member of the public regarding a teacher's performance of his/her duties, the District shall notify the teacher of the complaint rendered in writing within three (3) week days and furnish him/her a copy of it.

Section 13.2 - EMPLOYEE DISCIPLINE:

A. No employee shall be disciplined except for reasonable cause. Disciplinary action shall be progressive and defined as verbal warning, written reprimands, suspension, or demotion of any bargaining unit member, or the dismissal of support staff employees. In situations that require urgent response due to the severity of the infraction the parties agree that the progressive discipline process is an insufficient response.

B. Suspension of an employee for a period of longer than ten (10) days with pay or five (5) days without pay, shall be preceded by a hearing before the Board of Education and the action passed by a majority vote of the Board.

Section 13.3 - RIGHT OF REPRESENTATION: When an employee is required to appear before an administrator for any reason that may lead to disciplinary action, the employee shall be entitled to have Association representation present. Further, when an employee is required to attend such a meeting before the Board, the employee shall be advised in writing of the reasons for the requirement 24 hours prior to the meeting thereby allowing a reasonable amount of time for representation.

ARTICLE XIV - EVALUATION - SUPPORT STAFF

Section 14.1 - Support staff employees shall be evaluated at least twice during the employee's first year of employment and minimally once every other year thereafter. Two weeks after the start of the school year in which an employee shall be evaluated, notice will be given to that employee of who their evaluator will be.

Section 14.2 - Formal evaluation shall be in writing. A copy of the written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within five (5) working days following the completion of the evaluation. If the employee wishes, he/she may respond in writing to the evaluation and have the response attached to the evaluation for placement in the employee's personnel file.

ARTICLE XV - INTERNAL PROMOTIONS

The Board declares its support of a policy regarding the filling of vacancies, including vacancies in promotional positions, from its present staff. These positions shall be posted in accordance with Article 9.1

ARTICLE XVI - SCHOOL CALENDAR/EMPLOYEE WORK YEAR

SUPPORT STAFF WORK YEAR: See Appendix X.

ARTICLE XVII - PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

Section 17.1 - INITIAL SALARY SCHEDULE PLACEMENT:

SUPPORT STAFF - See Appendix X. Staff employed anytime during the first semester of the school year shall be credited with a full year of service. Staff shall receive credit for prior work experience in the same field of work. Additional experience shall be credited at the discretion of the Assistant Superintendent.

~~Personnel hired prior to the 2022-2023 school year shall be relocated on the salary schedule for years of experience in private accredited schools. It is the responsibility of the employee to contact the Assistant Superintendent to begin the process of relocation on the salary schedule. Employees have until October 15, 2022, to make contact with the Assistant Superintendent.~~

Staff covered by Part B will be hired on a probationary basis for the first 180 days of employment. New employees will be evaluated in the first 180 days of employment and those receiving a rating of "Unsatisfactory" will be released from employment.

Section 17.2 - SALARY SCHEDULE:

SUPPORT STAFF - See Appendix X.

Section 17.3 - EXTRA DUTY PAY: Refer to Part A

Section 17.4 - FRINGE BENEFITS:

A. The parties agree that the District shall provide health insurance benefits to employees in the ESP classifications at the employee contribution amount designated in Appendix X.

B. Eligible support staff may select the option which best meets his/her needs. For eligibility and Board contribution amount, see Appendix X.

1. District offered health plan
2. District offered dental plan
3. District offered vision plan
4. District offered term life with maximum coverage of \$200,000
5. District offered supplemental cancer policy
6. District offered supplemental disability plan
7. District offered supplemental accident plan

A joint Association-Administration committee will investigate, evaluate and mutually agree upon plans for inclusion in the above offerings. Eligible employees may choose from among any one (1) of the above options at Board expense. Additional choices will be at the employee's expense. The individual employee coverage under the option selected will become effective on the first day of selection and will continue for a 12-month period until the window period for option selection reopens. If the employee does not elect to change his/her option during the window period the employee shall continue with the option previously selected. If the employee is no longer employed in the District at the end of the 12-month period, continuation on any health insurance plan shall be pursuant to Federal statute. Support Staff employees may participate in a dependent care reimbursement account plan. This flexible benefit account will be made

available annually. Dependent care expenses will be reimbursed at a maximum of \$5,000 unless the employee is married and files separate tax returns which, in that case, sets the maximum of \$2,500. Administrative expenses shall be borne by participants.

C. These programs are offered by the District for employees, the District does not make any assertion as to the tax consequences related to these programs. Employees are advised that employees should consult their CPA/tax advisor regarding any personal tax related consequences. If Federal or State laws change regarding the compliance related to these programs, the District shall modify to comply with the new requirements.

D. Custodial Clothing Allowance: ~~\$200.00~~ **\$300.00** a year; if purchased individually, receipts must be provided for reimbursement and sales tax will not be reimbursed. Employees may also utilize the District's purchasing accounts for tax-free purchases.

E. Part-time members of the bargaining unit who are employed at a full-time equivalency (FTE) of 50% or greater shall receive prorated paid benefits under this paragraph at a rate equal to the FTE of their individual contract.

Section 17.5 - PAYROLL PROCEDURES:

A. PAY ISSUED: Pay shall be issued by direct deposit semi-monthly. Payroll vouchers shall be sent electronically to designated employee e-mail address. **If a payroll mistake is made and the employee is not compensated for time worked at the time of payroll, the employee will be compensated as soon as possible.**

B. PAY PERIOD: If a regular pay date during the school term falls on a day when school is not in session, employees shall be paid on the last day of the school session. During the summer months, employees shall be paid on the regular pay date.

C. ASSOCIATION DUES DEDUCTION: Payroll deductions for Association, Illinois Education Association, and National Education Association dues shall be made on authorization forms supplied by the Association. The dues shall be deducted over 17 pay periods beginning with the second payroll in September. Forms must be submitted five (5) working days prior to the end of the particular pay period; otherwise the deductions will be made in the next pay period.

D. CREDIT UNION DEDUCTIONS: Payroll deductions for the Champaign County School Employees' Credit Union shall be made upon written request of the employee. The amount of credit union deduction may be changed at any time at the written request of the employee.

SECTION 17.6- OVERTIME/COMPENSATORY TIME/PROFESSIONAL DEVELOPMENT:

A. Custodians, bus drivers, will receive credit for Board paid holiday towards their 40 hours worked when calculating overtime.

B. Any Part B staff will be reimbursed for up to \$400 for professional leave to include costs such as registration, mileage at the current IRS rate, hotel, and meals, when travel is required between 7 am and 6 pm, will be paid for one meeting per year for Part B members as approved by the Assistant Superintendent and the Board of Education according to Board Policy. Mileage, meals, and hotel will only be reimbursed when approved as part of the initial professional development request. Part B members will submit a written request to their principal or director for permission to attend meetings pertaining to their professional duties. The Board of Education, through the Assistant Superintendent shall make final approval. This day, if unused, shall not accumulate from year to year.

C. On days when school is in session, when snow removal is required, the Director of Facilities will contact the custodians and notify them of the start time in the morning. When possible, **the Director of Facilities will attempt to notify custodians by 7:30 pm** ~~this will occur the evening before by 10 pm~~ when there is a forecasted snowfall. **Split shifts will be used sparingly. If an employee is required to complete a split shift the employee will be compensated an additional hour of pay for that shift.**

D. Vacation days for custodians will be distributed as follows

1. Custodians with 0-7 years with the employer: 10 vacation days
2. Custodians with 8-14 years with the employer: 15 vacation days
3. Custodians with 15+ years with the employer: 20 vacation days

E. Custodians will report to work on e-learning days and work for 8 hours and be paid for 8 hours. Recognizing that e-learning days can be utilized for a variety of reasons, should an e-learning day be utilized due to snowfall **or ice accumulation**, custodians will report to work and work for 8 hours and be paid for 12 hours.

F. If an employee is scheduled to work an overtime event, and the event is cancelled less than 48 hours prior to the custodian's scheduled arrival time, the custodian will still be allowed to work the scheduled hours to perform other custodial duties as assigned by their direct supervisor.

SECTION 17.7: IMRF ERI SEE SECTION 23.4 IN PART A

SECTION 17.8 - HEAD CUSTODIAL COVERAGE:

Whenever a Custodian serves as a substitute in a Head Custodian position for a period exceeding five (5) consecutive working days, they shall be compensated with a stipend of \$15 a day starting on day six (6).

Each school year, the District shall solicit interest from Custodians who desire to substitute in a Head Custodian position. The Director of Facilities, in their sole discretion, shall select only qualified Custodians to serve as a substitute in a Head Custodian position. The Custodian must be able to perform the following Head Custodian duties during the temporary assignment:

- **Coordinating and completing building maintenance tasks in collaboration with the Director of Facilities or designated administration officials.**
- **Scheduling coverage for custodians utilizing benefit time and/or for events outside regular hours including weekends.**
- **Managing and training custodians, sub-custodians, and student custodians.**
- **Monitoring the operation of HVAC systems, boilers, pumps, and other mechanical systems.**
- **Maintaining communication with administration regarding facilities and personnel needs.**
- **Ordering supplies and coordinating repairs.**
- **All other duties and responsibilities of custodians.**

17.9 SAM STIPEND

The SAM shall participate in a comprehensive process using a unique set of tools to change the principal's focus from school management tasks to instructional leadership, increasing principal time spent improving teacher practice and student outcomes resulting in greater student success. The SAM shall receive professional development alongside their administrator on how to effectively fulfill this role. This role shall include meeting daily with the principal to schedule and protect instructional leadership time and managing building-level tasks that would otherwise interrupt the principal's instructional work. Individuals appointed to the position of SAM will be compensated at \$1,000 per semester.

ARTICLE XVIII - PERSONNEL FILES

- A. Only one (1) official file will be maintained. No evaluative materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Any materials not contained in the employee's personnel file may not be used to evaluate or discipline the employee in any manner.
- B. The employee shall submit a written request to inspect his/her personnel records to the Superintendent or the Superintendent's designee.
- C. The Superintendent or the Superintendent's designee shall provide the employee the opportunity for inspection of the requested records within two (2) working days after the request. If such deadline cannot reasonably be met, the Board shall have one additional day to comply.
- D. The employee shall inspect the personnel record at the District administrative office during normal working hours or at another time mutually convenient to the employee and the Superintendent or the Superintendent's designee.
- E. Inspection of personnel records shall be conducted under the supervision of an administrative staff member. A representative of the Association, at the employee's request, may accompany the employee in this review.
- F. The employee may copy material maintained in his/her personnel record.
- G. Should the employee be unable to inspect his/her personnel records in person, the District shall mail a copy of the requested record upon written request.
- H. In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the employee's file.
- I. Should the employee be involved in a current grievance against the District or involved in any other contemplated proceedings against the District, the employee may designate in writing a representative who has the authority to inspect the personnel records under the same rights as the employee.
- J. Unit #3 may not divulge to third parties any disciplinary reports, letters of reprimand, or evidence of other disciplinary action that are more than four years old unless Unit #3 is ordered to do so by a judge in a legal action or arbitration. Further, such disciplinary reports that are less than four years old may be divulged only when written notice is sent by first-class mail to the employee on or before the day when the

information is disclosed. There are a few exceptions to this written notice requirement. Records of disciplinary actions that are less than four years old may be divulged to third parties without written notice if:

1. The employee has signed an employment application with another employer waiving written notice; or
2. The disclosure is ordered to a party in a legal action or arbitration; or
3. Disclosure is requested by a government agency involved in a claim or a complaint by an employee or a criminal investigation.

K. At the time of inspection, the employee and administrative staff member shall record on a checklist the items that the employee's personnel record contains upon that date. This checklist will be dated and signed by both the employee and the administrative staff member and remain in the file. Within thirty (30) days following the date any material of a non-routine nature is entered into the employee's personnel file, the employee shall be notified of such inclusion and shall have the right to respond, with such response being attached to the file.

L. The Board has policies and rules and regulations which elaborate on the management of personnel files consistent with state law. These policies and rules and regulations will not conflict with this Article.

ARTICLE XIX - EFFECT OF AGREEMENT

Section 19.1 - The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto. However, the Board shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by the Association.

Section 19.2 - The Agreement shall not be modified in whole or in part by the parties except by amendment in writing duly executed by both parties.

Section 19.3 - The appropriate terms and conditions of this Agreement shall be reflected in individual contracts.

Section 19.4 - Should any Article, Section or Clause of this Agreement be declared illegal or modified by court of competent jurisdiction or by state or federal statutory change said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.

B. Within ten (10) days of such final determination, the parties shall meet to renegotiate the terms and conditions affected.

C. In any event should the affected provision subsequently become legal, valid or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

ARTICLE XX - NO STRIKE

The Association will not call for, engage in or encourage any strike action during the duration of this Agreement

DRAFT

ARTICLE XXI - DURATION

This Agreement shall be effective on July 1, 2026 and shall continue in effect until 11:59 p.m. June 30, 20230.

The individuals whose names appear below, representing the Mahomet-Seymour Education Association and the Board of Education, have contributed their best efforts to the development of this Agreement:

For the Board:	For the Association:

IN WITNESS THEREOF:

FOR THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 3:

President

Secretary

FOR THE MAHOMET-SEYMOUR EDUCATION ASSOCIATION:

President

Secretary

ATTESTED TO:

Superintendent of Schools

Date

APPENDIX X

Custodian **HS Bookkeeper** **HS Registrar** **EOPs/JH Registrar** **Transportation Admin. Assist.**

Start Date of Contract	July 1st	August 1st	<u>July 1st</u> <u>August 1st</u>	August 1st	July 1st
Length of Contract/ # of hours	12 mo/8hrs	10.5 mo/8hrs	12 mo/8hrs	10 mo/8hrs	10 mo/8hrs
# of Days per year	260	210	260	200	200
Sick Days	17	16	16	16	16
Personal Days	2=0-10yrs 3=10-15yrs 4=15+yrs	2=0-10yrs 3=10-15yrs 4=15+yrs	2=0-10yrs 3=10-15yrs 4=15+yrs	2=0-10yrs 3=10-15yrs 4=15+yrs	2=0-10yrs 3=10-15yrs 4=15+yrs
Vacation Days	10=0-7yrs 15=8-14yrs 20=15+yrs	N/A	10=0-7yrs 15=8-14yrs 20=15+yrs	N/A	N/A
Insurance Benefit FY27	<u>\$900/mo</u> <u>\$1030/mo +</u> <u>\$1000 HRA</u>	<u>\$900/mo</u> <u>\$1030/mo +</u> <u>\$1000 HRA</u>	<u>\$900/mo</u> <u>\$1030/mo +</u> <u>\$1000 HRA</u>	<u>\$900/mo</u> <u>\$1030/mo +</u> <u>\$1000 HRA</u>	<u>\$900/mo</u> <u>\$1030/mo +</u> <u>\$1000 HRA</u>
Insurance Benefit FY28	<u>\$930/mo</u> <u>\$1060/mo +</u> <u>\$1000 HRA</u>	<u>\$930/mo</u> <u>\$1060/mo +</u> <u>\$1000 HRA</u>	<u>\$930/mo</u> <u>\$1060/mo +</u> <u>\$1000 HRA</u>	<u>\$930/mo</u> <u>\$1060/mo +</u> <u>\$1000 HRA</u>	<u>\$930/mo</u> <u>\$1060/mo +</u> <u>\$1000 HRA</u>
Insurance Benefit FY29	<u>\$960/mo</u> <u>\$1090/mo +</u> <u>\$1000 HRA</u>	<u>\$960/mo</u> <u>\$1090/mo +</u> <u>\$1000 HRA</u>	<u>\$960/mo</u> <u>\$1090/mo +</u> <u>\$1000 HRA</u>	<u>\$960/mo</u> <u>\$1090/mo +</u> <u>\$1000 HRA</u>	<u>\$960/mo</u> <u>\$1090/mo +</u> <u>\$1000 HRA</u>
Insurance Benefit FY30	<u>\$990/mo</u> <u>\$1120/mo +</u> <u>\$1000 HRA</u>	<u>\$990/mo</u> <u>\$1120/mo +</u> <u>\$1000 HRA</u>	<u>\$990/mo</u> <u>\$1120/mo +</u> <u>\$1000 HRA</u>	<u>\$990/mo</u> <u>\$1120/mo +</u> <u>\$1000 HRA</u>	<u>\$990/mo</u> <u>\$1120/mo +</u> <u>\$1000 HRA</u>
<u>E-Learning due to Snowfall or Ice Accumulation Snow/Heat Days</u>	Receive 12hrs pay for 8hr Worked shift	N/A	N/A	N/A	N/A
Facility/ Boiler Checks	Pay 1.5hrs minimum	N/A	N/A	N/A	N/A

**If a holiday fall on a weekend, the preceding Friday or following Monday is observed as the holiday unless school is in session

- Paid Holidays**

- o Custodians - ~~(13)~~ July 4th, Labor Day, **Election Day(when school is not in session)**, Day Before Thanksgiving, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, **December 26th (on years when there are 261 work days)**, New Year's Eve, New Year's Day, MLK, President's Day, Good Friday, Memorial Day, **Juneteenth. On years when there are 262 days, custodians will also receive the last Friday of spring break.**
- o Bookkeeper, Registrars, EOPS, Admin Assist. - Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Day
- o **HS Registrar – Juneteenth, July 4th**, Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Day

APPENDIX X

	<u>Certified Bus Driver</u>	<u>Substitute Certified Bus Driver</u>	<u>Bus Monitors</u>	<u>Courier</u>	<u>Lunch Supervisors</u>
Start Date of Contract	July 1st	July 1st	July 1st	July 1st	1st School Day
Length of Contract/ # of hours	9 mo/3+hrs	as needed	9 mo/3+hrs	360 hrs per yr	9 mo/1-2hrs
# of Days per year	174	N/A	174	N/A	174
Sick Days	13	N/A	<u>13</u>	N/A	N/A
Personal Days	2=0-10yrs 3=10-15 yrs 4=15+yrs	N/A	N/A	N/A	N/A
Vacation Days	N/A	N/A	N/A	N/A	N/A
Insurance Benefit *Must meet ACA eligibility	FY27= \$900/mo <u>\$1030/mo + \$1000 HRA</u> FY28= \$930/mo <u>\$1060/mo + \$1000 HRA</u> FY29= \$960/mo <u>\$1090/mo + \$1000 HRA</u> FY30= \$990/mo <u>\$1120/mo + \$1000 HRA</u>	N/A	N/A	N/A	N/A
Holidays**	Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day	N/A	<u>Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Day</u>	N/A	N/A
Sit Time Rate FY27	90% <u>100%</u> of pay	90% <u>100%</u> of pay	N/A	N/A	N/A
Sit Time Rate FY28	90% <u>100%</u> of pay	90% <u>100%</u> of pay	N/A	N/A	N/A
Sit Time Rate FY29	90% <u>100%</u> of pay	90% <u>100%</u> of pay	N/A	N/A	N/A
Sit Time Rate FY30	90% <u>100%</u> of pay	90% <u>100%</u> of pay	N/A	N/A	N/A

**If a holiday falls on a weekend, the preceding Friday or following Monday is observed as the holiday unless school is in session

HIGH DEDUCTIBLE HEALTH PLAN WITH HEALTH SAVINGS ACCOUNT

1. The parties, via the District's Joint Health Insurance Committee, have agreed that one group health insurance plan option to be offered to bargaining unit members will be a high-deductible health plan with a health savings account. This new plan option will be offered to bargaining unit members, starting January 1, 2026.
2. For any bargaining unit member enrolled in the high-deductible health plan with a health savings account, the Board of Education will contribute \$250 per fiscal quarter (i.e., up to \$1,000 per calendar year) to the member's health savings account. If a bargaining unit member subsequently enrolls in a different group health insurance plan option or separates (voluntarily or involuntarily) from employment with the District, this quarterly contribution will immediately end; meaning, such member may not receive \$1,000 during the calendar year.
3. This non-elective, employer contribution will be made pursuant to and in accordance with all applicable IRS (including, but not limited to, Section 125), TRS, and/or IMRF rules and regulations. Bargaining unit members will not have the right to receive cash or other taxable benefits in lieu of such non-elective, employer contribution.

APPENDIX X

PAY INCREASE SCHEDULE

Support Staff Starting Rates

	2026-2027		2027-2028		2028-2029		2029-2030	
Job Category	With IMRF	w/o IMRF	With IMRF	w/o IMRF	With IMRF	w/o IMRF	With IMRF	w/o IMRF
Custodian*	\$20.13	\$19.23	\$21.08	\$20.14	\$21.88	\$20.89	\$22.70	\$21.68
Head Custodian	\$22.23	\$21.29	\$23.28	\$22.30	\$24.16	\$23.14	\$25.06	\$24.01
EOP	\$21.87	\$20.88	\$22.91	\$21.88	\$23.77	\$22.70	\$24.66	\$23.55
Registrar	\$24.11	\$23.03	\$25.25	\$24.12	\$26.20	\$25.02	\$27.18	\$25.96
Lunchroom Supervisor	\$15.71	\$15.00	\$15.71	\$15.00	\$15.71	\$15.00	\$15.71	\$15.00
Bus Monitor	\$15.71	\$15.00	\$15.71	\$15.00	\$15.71	\$15.00	\$15.71	\$15.00
Certified Bus Driver	\$22.35	\$21.39	\$23.41	\$22.40	\$24.29	\$23.24	\$25.20	\$24.12

***Third Shift Custodians will receive an additional \$0.50 per hour.**

Returning Staff Increases

	Custodian	Head Custodian	EOPs	Registrar	Lunchroom Supervisor	Bus Monitor	Certified Bus Driver
2026-2027	5.50%	5.5%+1.50/hour	5.50%	5.50%	5.50%	5.50%	5%+1.00/Hour
2027-2028	5.25%	5.25%	5.25%	5.25%	5.25%	5.25%	5.25%
2028-2029	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%
2029-2030	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%	4.25%

For Year 3 (2028-2029) and Year 4 (2029-2030), the salary increase for all employees represented by the MSEA shall be determined separately for each year based on the District's Days Cash on Hand (DCOH), as reported in the applicable audited Annual Financial Report (AFR), as follows:

- Fewer than or equal to 175 DCOH: The salary increase otherwise provided in this Agreement shall remain in effect.**
- At 175.1 but fewer than 200 DCOH: The total annual salary increase shall be 4.5%, and the Board-paid insurance contribution shall increase by \$20 per month above the amount otherwise provided in this Agreement for the applicable**
- 200 DCOH or greater: The total annual salary increase shall be 5% and the Board-paid insurance contribution shall increase by \$20 per month above the amount otherwise provided in this Agreement for the applicable year.**

These percentages shall replace, rather than be added to, the salary increase otherwise scheduled for the applicable year. Qualification for an adjustment in one year shall not establish qualification for an adjustment in the other year. Each year is evaluated independently based on the AFR.

Any qualifying adjustment shall be retroactive to July 1, 2028, for Year 3, of July 1, 2029, for year 4.

Within thirty (30) calendar days after the audited AFR is presented to the Board of Education, the Board shall provide the MSEA with written notice of the reported DCOH and a complete copy of the AFR audited by the District's independent auditor, including the auditor's report.

APPENDIX Y - TRANSPORTATION

MILEAGE – The District will pay the Federal mileage rate if an employee in an ESP classification is required to use his/her vehicle while on the job.

MINIMUM PAID TIME FOR FIELD TRIP/EXTRACURRICULAR TRIPS –The District agrees that the minimum paid time for a field trip/Extracurricular trip is 2.5 hours. **All time after the 2.5 hours is calculated at clock hours, not for individual drives. (all day event that includes to and from the event and a mid-day run to a location for lunch is all paid clock hours after the 2.5 hours are met)**

POSTING OPEN ROUTES –~~One~~ **Two** week before school starts, **tentative** bus routes will be assigned according to the following criteria:

- a. Certified bus drivers have priority in keeping the route they drove the previous year. If a route is redesigned, each driver will have priority in selecting a new route or keeping the route that closely resembles the previous school year's route. If more than one route is redesigned, routes will be assigned according to seniority.
- b. Certified bus drivers who wish to change their route can apply for any open route. Open route assignments will be based on an interview.
- c. Non-route certified bus drivers can apply for a regular route; the same system used for certified bus drivers will be followed.
- d. **Bus routes will be subject to change based on student enrollment in the district.**

ASSIGNMENT OF SUMMER SCHOOL ROUTES –Available summer school routes will be posted at the transportation department each summer and all certified drivers and monitors shall have the option of signing up for summer routes. Once the number of routes and monitors is determined, assignment shall be in accordance with the seniority list. Drivers may only apply for summer school routes if they are available to drive at the route time and have been actively driving by May 1 of the current school year.

ASSIGNMENT OF FIELD TRIPS –Field trips will be assigned to a driver according to the seniority of those who signed up for the day's trips on the sign-up sheet beginning with the regular route drivers and then sub drivers. Everyone with hours available will receive a trip before a second trip will be awarded. Field trips are posted Monday morning and are taken down Wednesday at 8:30 a.m. Trip assignments are the responsibility of the Director. If a driver does not sign up for any field trips, they forfeit their chance. Each driver can take field trips as long as their weekly hours do not exceed 40 hours per week. Additional hours can be assigned by the Director as needed, but to accommodate extra hours, regular time may have to be scheduled off to keep hours below 40.

- a. In the event that a trip comes in after all trips are assigned, the original trip sign-up sheet will be checked and the same procedures will be followed as above (assigned by seniority, number of trips assigned per person for the week and checking an individual's available weekly hours.) If the trip cannot be filled using the original sign-up sheet and time allows, the new trip will be posted on the board with a new sign-up sheet for that trip alone. The trip and sign-up sheet will be posted for 24 hours, at which point it will be taken down and trip assigned using the normal trip assignment procedures (seniority, number of trips assigned per person for the week and checking an individual's available weekly hours.) If this trip comes in less than 24 hours prior to departure and it cannot be assigned using the original sign-up sheet, the trip will be posted to the board and assigned on a first available basis. Drivers can take field trips and work up to 40 hours in a work week. Additional hours can be assigned by the Director as needed, but to accommodate extra hours, regular time may have to be scheduled off to keep hours below 40.

- b. Twice a semester a driver may indicate at signup if they have a preference for a particular athletic/field trip. A driver with such a preference will take assignment precedence on that field trip, regardless of seniority.
- c. An overnight trip sign-up sheet will be posted at the beginning of the year for those that wish to take overnight trips. The list of interested drivers will be ordered by seniority, beginning with most senior. If an overnight trip comes up and it is a driver's turn and the driver passes, that driver will not be eligible again until the list of interested drivers has gone through a complete cycle. To accommodate extra hours, regular time may have to be scheduled off to keep hours below 40.
- d. **Trips not filled by Wednesday at 8:30 a.m. before the week of the trip shall be designated as an involuntary trip. The Transportation Director will use reverse seniority as defined by the Years of Service List.**
- e. **The Transportation Director using the Years of Service list shall begin with the least senior driver. Once assigned, the trip shall be considered part of the driver's scheduled work assignment.**
- f. **No driver shall be assigned an additional involuntary trip until the entire reverse seniority list has been exhausted. No driver shall be reassigned to an involuntary trip if they have already been assigned to another trip during the same time period.**
- g. **Each driver shall be granted one (1) right of refusal per school year for an involuntary trip assignment.**
- h. **In the event that a driver takes eight (8) round-trip evening and weekend field or extracurricular trips (evening trips will be defined as trips that return after 7:00 pm) with students in a given month, they will be compensated an additional \$200. Driving for practices does not qualify a driver for this bonus.**

E-LEARNING: Transportation employees may make up E-Learning days on a future non-work day (5 hours per E-Learning Day) as approved by the Transportation Director.

DEFINE REGULAR ROUTE DRIVER AND NON-ROUTE DRIVER – A “regular route driver” is defined as a driver who has selected or been assigned to a regular daily route. A “non-route driver” is a driver who has selected or been assigned to a regular substitute position or who is awaiting selection or assignment to a regular route or a substitute position.

DRIVER PROBATIONARY DATE – The District continues to follow the current practice with respect to probationary periods for route drivers and non-route drivers.

ADVISING DRIVERS OF STUDENT HEALTH ISSUES – The District agrees to advise on a need to know basis in accordance with state and Federal law.

THE WORD “CERTIFIED” BEFORE REFERENCES TO “BUS DRIVER” IN THE CONTRACT – By this change the parties do not intend to extend any benefits to the bus drivers to which such employees were not entitled before this language change.

SIT TIME – Refer to Appendix X

OVERNIGHT TRIPS – The District shall continue past practice of reimbursement of overnight trips as outlined in Board policy.

EXTRA DUTY – Extra duty is limited to bus washing, office duty, or taking buses to the safety lane. Management reserves the right to hire non-Bargaining unit members to perform these duties, but not before first offering these duties to bargaining unit members. These positions will be posted and filled according to seniority. Pay rate will be at the appropriate work category.

MECHANIC CLOTHING ALLOWANCE – Refer to Appendix X

MINIMUM PAID DRIVE TIME - Minimum paid drive time (certified bus driver wages) on AM and PM routes, 2.5 hours each. **Drivers and monitors who work an additional half of an afternoon route will be compensated for an additional half of a route (one and a quarter hours).**

COMPENSATION FOR NON TRANSPORTATION STAFF TRANSPORTING STUDENTS-

- a. **When necessary and appropriate, teachers, coaches or sponsors may opt to drive an activity bus or other district vehicle in order to transport students to off-campus events. Compensation for driving will be at the following rates:**
 - **When round trip driving is 50 miles or less- \$30**
 - **When round trip driving is greater than 50 miles- \$50**
- b. **Coaches/Sponsors who are certified bus drivers have first right of refusal for all trips requiring a full-size bus for their activity. Compensation will be for drive time only at their current bus driver hourly rate.**

CDL RENEWAL - District pays cost to get CDL renewal.

INSURANCE – Drivers who reach ACA eligibility will receive the board benefit.