2021-2023



Central Community Unit School District #4

Certified Staff Contract

This document contains the Negotiated Contract between the Board of Education, Central Community Unit School District No. 4, and Central Federation of Teachers, Local 604-IFT-AFT, AFL-CIO.

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ARTICLE I RECOGNITION

1.1 Recognition

The Board of Education, Central Community Unit School District No. 4, Iroquois and Kankakee Counties, hereinafter referred to as "the Board," recognizes the Central Council, Local No. 604, IFT-AFT, AFL-CIO, hereinafter referred to as "the Union," as the exclusive bargaining agent for all full- and part-time regularly employed licensed teachers, with the exception of the Superintendent, Assistant Superintendent, Principals, Dean of Students, Administrative Assistant (full or part-time), Special Education Coordinator (full or part-time), and Assistant Principals.

1.2 Part-time Teacher

Part-time employees shall be included in the bargaining unit and subject to the terms and conditions of the Agreement except that their salaries and benefits shall be based upon their fractionalized employment status. The personal day is equal to the hours worked during the school day.

1.3 Retired Teacher

A teacher who has retired and is employed by the Board on a part-time basis, other than a substitute teacher, shall be paid the per diem rate of a first-year teacher's base salary on the B+0 column on the salary schedule. Step 0, B+0 column divided by 180 equals the per diem rate. Retired teachers hired according to this provision shall not receive any other benefits under this contract. Retired teachers from District No. 4 shall have preference for available positions over retirees from outside the district provided they are licensed and qualified for the position(s).

ARTICLE II UNION AND TEACHER RIGHTS

2.1 Financial Information

The Union president shall be furnished, upon written request to the Superintendent, a copy of the following documents provided the most current documents are not posted on the District's website (www.clifton-u4.k12.il.us):

- 1. The District's Annual Financial Statement
- 2. Annual Budget
- 3. Annual Audit
- 4. Scattergram

The information shall be provided within ten (10) days of completion of said reports.

Within ten (10) days after the approval of each previous open-meeting minutes, copies of the approved minutes shall be furnished the Union president. Seventy-two (72) hours prior to the regular Board meeting, the Union president shall be provided a copy of the agenda. All other records and documents requested by the Union shall he purchased by the Union at a fee reflecting the actual duplicating cost at a rate of \$.05 per page.

2.2 <u>Use of Facilities</u>

The local Union shall have the right, upon approval of the Building Principal or the Superintendent, to use the school building(s) for meetings at a time when school is not in session provided that such meetings do not interfere with the instructional and/or extracurricular programs of the District. All meeting areas shall be approved by the Building Principal. Whenever special custodial service is required, the Board may make a reasonable charge for the service. The Union shall be allowed to make brief announcements to the faculty at the conclusion of Building and District faculty meetings including teacher institutes.

2.3 Use of School Equipment

The Union shall have the right, upon notification of the Building Principal or the Superintendent, to use school business equipment, except for Unit Office equipment, provided that the use of said equipment does not interfere with instructional and/or extracurricular programs. The Union shall purchase all supplies and materials used in the business of the Union.

2.4 Bulletin Boards

The Board agrees that a bulletin board shall be provided for the Union in each school building for posting notices of activities and other matters of Union concern. The bulletin board shall be designated by the Building Principal. No political literature or solicitation for political purposes may be posted on the Union bulletin board.

2.5 <u>Use of District Mailboxes</u>

The local Union may use employee school mailboxes for Union matters. However, the Union may not use inter-District mail services for the transmittal of Union materials or correspondence between schools. Correspondence regarding functions or business of joint committees established under the terms of the Agreement or correspondence addressed to the District or its Administrators which deals with business between the Union and the District may be transmitted through the inter-District mail system.

No political literature or political solicitations may be placed in employee mailboxes by the Union. A copy of all literature distributed through the teacher mailboxes by the Union shall be provided to the Building Principal and Superintendent at the time it is distributed to teachers.

2.6 CFT/Superintendent Meetings

The Superintendent and his/her designee(s), like a building administrator, shall meet with one or more representatives of the Central Federation of Teachers (CFT) and at least one member of the Board of Education at mutually agreeable times and dates to discuss issues of mutual concern. At least one meeting must be scheduled each semester of the school year. Agenda items shall be exchanged by the Superintendent and CFT President at least three (3) school days before each meeting. These meetings shall be "meet & confer" sessions, but this does not prohibit the Parties from arriving at mutually agreed resolutions of issues. The meetings shall be chaired on an alternating basis, between the Superintendent and the CFT President. The CFT and administration will endeavor to include representatives from more than one attendance center when the meetings involve more than one representative of the administration and CFT. Each side will limit its respective representatives to three (3) persons each at these meetings.

2.7 Payroll Deductions

The District shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window.

The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) workdays.

A. Other Deductions

1. Contributions to tax sheltered annuities expressly authorized and allowed in the District's 403(b) Plan Document effective on or before January 1, 2007, shall be subject to salary deduction. At least annually, the Administration shall notify employees of the option to participate, the time period which election may be

made and summarize the Plan's essential features. The options offered under the 403(b) plan shall be developed in cooperation with the Central Council, Local No. 604, or District Committee in which the Central Council shall have one representative. The Board shall pay the administrative fees associated with the options the Plan offers.

2. Other payroll deductions that do not reduce an employee's tax income and which are normally allowed by the District may be made from an employee's after tax net pay.

2.8 Copies of the Agreement

The District shall provide an electronic copy of this Agreement to each teacher within thirty (30) days following ratification by the Board and Union. An electronic copy of this Agreement will also be available on the District Website. Teachers employed after the date of ratification of this Agreement will be provided an electronic copy of this Agreement within their first thirty (30) days on the job. Each teacher may print one hard copy of the Agreement for the teacher's personal use.

2.9 Union Leave

In the event that the Union desires to send representatives to a state or national conference, these representatives shall be excused without loss of salary provided the Union reimburses the District the cost of the substitute teachers. The Union shall be limited to a maximum of two (2) days per school year. No more than one (1) employee per day shall be excused for said leave. Notification of such leave shall be submitted in writing to the Superintendent at least ten (10) school days in advance of the date of the leave.

2.10 <u>Indemnify and Hold Harmless</u>

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suites or other forms of liability that shall arise out of, or by reason of action taken by the board for the purposes of complying with the above provision of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

ARTICLE III WORKING CONDITIONS

3.1 School Year

- A. The school year for all teachers shall not exceed one hundred and seventy-six (176) pupil attendance days and four (4) institute days.
- B. When it is necessary to request teachers to work on curricular matters on days not part of the normal 180-day work year, the Board will reimburse teachers so employed at the rate of \$27.90 for 2021-22 and \$29.02 for 2022-23 per clock hour, in 15-minute increments.
- C. Teacher(s) employed for summer school and after-school tutoring shall be paid \$29.65 for 2021-22 and \$30.84 for 2022-23 per clock hour, in 15-minute increments. A teacher's payment shall not include travel time to and from his/her assignment. The Administration shall seek qualified volunteers from the District's staff to teach summer school before assignments are made.
- D. Teachers employed as homebound instructors shall receive \$27.90 for 2021-22 and \$29.02 for 2022-23 per clock hour, in 15-minute increments.

3.2 Workday

The normal workday shall be seven (7) hours and thirty (30) minutes for all full-time teachers except for:

- A. Faculty meetings*
- B. In-service workshops
- C. Scheduled appointments with parents or students (e.g. MDC, IEP meetings, conferences) For such appointments, requested by the Administration, outside the normal workday, Teachers will accrue comp time in one-half hour increments.

Accrued time may be used for the following:

- a. Teachers shall submit a written request prior to the use of comp time for administration approval.
- b. Teachers may use accrued comp time in place of emergency days that exceed the five (5) designated days provided students are not in attendance.
 - 1. If District-allotted compliance (GCN) training time is provided on these days, the trainings are to be completed on the teacher's own time.
- c. Teachers may use accrued comp time in place of District allotted grading time at the end of each quarter provided grades are posted by the due date.
- d. Comp time hours may not be accumulated or rolled over beyond the school year. Any hours not used are forfeited.
- e. Teachers may use comp time in place of supplied GCN training time provided the appropriate number of GCN trainings were completed and verified by the Unit Office two workdays prior to the scheduled GCN training time.

- D. Open House, Parent Information, and/or Student Orientation**
- E. Detention duty
- F. Emergency situations which endanger student welfare or safety and which require employee presence as determined by the Superintendent.

*Mondays will be considered reserved for normal or routine faculty meetings. Meetings will be scheduled in each building before and after school to accommodate teachers' schedules. Teachers shall not make arrangements for before school or after school appointments, which will interfere with their ability for such meetings except in emergencies. This restriction does not imply meetings after or before school on days other than Monday may not be called as necessary by the Building Principal.

**Teachers will be required to attend only one of the following: Open House, Parent Information, or Student Orientation beyond the regular workday per school year.

All staff may leave five (5) minutes after the last buses depart on the day before scheduled holidays (Christmas, Thanksgiving, and Easter).

On the first and last day of the school year, teachers may leave at an earlier time determined by the District Superintendent. Teachers will be released at approximately 2:30 p.m. or after five (5) clock hours of instruction have been provided on the last day of each grading period for the purpose of preparing students grades for report cards. The first and last teaching day of the school year will be a two-hour day for students as long as such shortened day does not conflict with Illinois statute or the Rules and Regulations of the State Board of Education.

With the approval of the Building Principal, teachers may leave prior to the end of the regular school day for personal matters. The Principal's approval or denial of such requests is not subject to the grievance procedure.

With the prior approval of the Building Principal, teachers may leave after school dismissal if they have coaching or supervisory duties on that night, school activities if the Administration requests their attendance, or if they are attending a college class that evening.

If the Building Principal is absent, the District Superintendent shall be responsible for the prior approval of such as stated above.

Unless an emergency situation which endangers student welfare or safety and which requires employee presence as determined by the Superintendent occurs, employees will be allowed to leave school five (5) minutes after the last bus leaves the premises on days of early dismissal due to inclement weather.

If the Administration requires an employee to teach an Early Bird class, the employee shall be reimbursed a pro-rata amount as determined by the proportion of additional class time being added to the workday and his/her base salary or the District shall release the employee earlier than the normal workday by a period of time equivalent to the early class time. The calculation

of pay, for an Early Bird class, will be 1/16th of the individual's base salary per semester. For Example: with a base of \$40,000, the stipend would be \$2,500 per semester. Such payment or release time shall be commensurate with the length of class time spent teaching such class. In no case shall the employee be released early from his/her duties and be paid for such classes. The Administration shall seek volunteers to teach these classes. If no qualified volunteers are available for such classes, the Administration shall assign the least senior teacher qualified for the subject.

3.3 Preparation Periods

Every full-time teacher who works in the middle school or senior high school shall have a preparation period equal to the length of a normal class period each day except when the Principal requires an employee to teach or supervise during his/her preparation period. The teacher shall be compensated at a rate of \$27.90 for 2021-22 and \$29.02 for 2022-23 per 60-minute period, in 15-minute increments.

Elementary school teachers shall receive at least two (2) preparation periods of twenty (20) consecutive minutes each or one (1) preparation period of forty (40) consecutive minutes daily. Elementary teachers who are required to teach or perform some other supervisory duty during their preparation period shall be compensated at a rate of \$27.90 for 2021-22 and \$29.02 for 2022-23 per clock hour, in 15-minute increments.

For those itinerant teachers who travel between buildings, the travel time shall not be included in the calculation of a preparation period.

It shall be the responsibility of teachers to submit, to the Building Principal, a voucher form verifying their internal substitution of classes each month so they may be reimbursed.

Full-time special education teachers, who are primarily assigned to a self-contained classroom and/or as an LD Resource teacher and who have primary responsibility for the preparation of the annual reviews of IEP's for their assigned students, shall receive one-half (½) day release time if the number of IEP's is five (5) or less per school year and a full day of release time if the number of IEP's exceed five (5) per school year.

3.4 Duty-Free Lunch

Every full-time employee shall be entitled to a duty-free lunch period of at least thirty (30) minutes in length or equal to the student regular lunch period. If a teacher voluntarily gives up his/her duty-free lunch period, he/she shall be compensated at a rate of \$27.90 for 2021-22 and \$29.02 for 2022-23 per clock hour, in 15-minute increments. Teachers may be assigned one (1) period a day to cover lunchroom duty in lieu of a teaching period at no additional cost to the District.

3.5 Teaching Assignments

All teachers will be informed on or around May 15th of their tentative teaching schedule for the following year. Should it be necessary for changes to be made after such date, teachers shall be notified as soon as possible. The Board of Education retains the authority to reassign duties

among teachers in order to make reasonable accommodation for disabled teachers.

3.6 Notification of Vacancies

Notice for all new or vacant positions for professional employees shall be posted on the Illinois Education Job website and the District website. Whenever a vacancy occurs or a new position is created, certified staff will be notified by email.

3.7 Load Compensation

Every full-time middle and high school teacher may be assigned to six (6) academic classes, one (1) study hall and one (1) plan period daily. The calculation of pay, for an additional academic class, will be $1/16^{th}$ of the individual's base salary per semester. For example: with a base of \$40,000, the stipend would be \$2,500 per semester. A form will be prepared for the teacher to sign to verify the correct amount for payment for each semester. Every effort will be made to get volunteers for the added class, but if necessary for school operations, the administration will make the decision. Teachers who prefer to teach seven academic classes without a study hall and sign off on such agreement will not be compensated for an additional class.

In the event that the middle school expands to include grades in which teaching assignments are made on a basis other than a departmentalized schedule (i.e. a more traditional elementary or self-contained schedule), these teachers will be excluded from the provisions of this section.

ARTICLE IV LEAVES

4.1 Sick Leave

Regular licensed, non-tenured staff shall be entitled to eleven (11) days of sick leave per year. Tenured teachers (year 5 through 10) shall be entitled to thirteen (13) days of sick leave per year. Tenured teachers (year 10 or more in District No.4) shall be entitled to fifteen (15) days of sick leave per year. For first-year certified staff, sick leave is awarded based upon the quarter date of employment for staff who are not employed at the beginning of the school year.

One can accumulate more than 340 days. The district is to report to TRS all sick day accumulated even if they exceed 340. Any days in excess of the 340 days allowed by TRS would be lost at the district level and not paid upon retirement or departure of any type. To avoid penalties with TRS, the district must not, within the last four years of employment, grant additional days to allow an individual teacher to get to the 340 days without granting the same number of days to all certified staff.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or for birth, adoption, or placement for adoption.

Disabilities caused or contributed to by pregnancy shall be considered as any other medical disability, and the teacher may use sick leave to the extent she has them. A doctor's verification may be required of the teacher in order to substantiate her disability.

For the purpose of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, legal guardian, and a District employee's partner in a civil union that has been established pursuant to 750 ILCS 75/1 et. Seq. and has not been dissolved pursuant to 750 ILCS 75/46.

4.2 Bereavement Leave

In case of a death in the family of an employee, a maximum of three (3) days of absence per year shall be allowed at full pay. Two (2) of the three (3) bereavement days may be used for someone not included as "family," defined in this section of the contract. If bereavement leave is not used, it shall not accumulate. In the case of bereavement, "family" shall include parents, spouse, children, sisters, brothers, parents-in-law, grandparents, grandchildren, brothers-in-law, sisters-in-law, aunts, uncles, aunts-in-law, uncles-in-law, legal guardians, nieces, nephews, and a District employee's partner in a civil union that has been established pursuant to 750 ILCS 75/1 et. seq. and has not been dissolved pursuant to 750 ILCS 75/45. An employee's step parents and step children of an employee's current marriage/civil union to his/her spouse shall be included in the definition of "family" for bereavement leave purposes. Step parents and step children from an employee's former marriage/civil union shall not be considered "family" for bereavement leave purposes.

4.3 Personal Leave

For first-year certified staff, personal leave is awarded based upon the quarter date of employment for staff who are not employed at the beginning of a school year. Each teacher shall be entitled to two (2) personal days per year and have the ability to rollover personal days for use the following year with a cap of four (4) personal days per year, provided the following conditions are met: year. Personal days that are rolled over will be deposited only within the personal day bank still maintaining the maximum of four. Beyond the four personal days allowed for carry over, those days would be credited to sick leave. To rollover days, the following conditions must be met:

- A. Teachers shall submit a written request at least three (3) days in advance of the leave whenever possible for individual personal days. Teachers shall submit a written request at least seven (7) days in advance for the leave whenever possible for the use of consecutive, two (2) or more, personal days.
- B. Personal leave may not be used in increments of less than one-half day at a time, and any unused days shall accumulate as sick leave.
- C. Personal leave shall not be granted on the day immediately preceding or following a legal holiday or on the first or last institute day or student attendance day of the school term except in the case of an emergency. A legal holiday is a Board-approved school holiday. Personal days may be taken before and after a board-approved holiday for extenuating circumstances beyond the control of the teacher, for instance, weddings, births, and graduations occurring in the immediate family, or death of a person not included in the bereavement language.
 - a. One (1) personal day per year may be used without the above limitations.
 - b. This limitation-free personal day may not be used in conjunction with consecutive personal days.
- D. No more than two (2) teachers per building shall use personal leave on the same day. The Building Principal may waive this two-teacher limit.

Teachers who do not use personal leave may elect to be reimbursed \$50.00 per unused personal day and shall be paid in the month of July following the end of the school term in which the personal days were earned. If a teacher requests payment for unused personal days, the unused days will not accumulate as sick leave as stipulated in 4.3 C above.

4.4 <u>Professional Leave</u>

Each teacher may use one (1) professional day per year to attend a workshop or professional meeting in the teacher's field. However, after the end of the first semester, teachers may request a second professional meeting if funds are still available in his/her building.

Once approved by the building the principal and superintendent, the teacher should follow these guidelines:

> The teacher may request that the district pay for one night of a hotel room (calculated the

- same mileage rate of 240 miles times the IRS rate per mile) or mileage described below.
- > This district will pay mileage for up to 240 miles, roundtrip, per conference.
- Attendance at IHSA or IESA State Tournament contests shall be limited to coaches who coach that sport during the current year as professional leave.
- > Written request must be given to and approved by the Building Principal at least five (5) days prior to the scheduled workshop or activity. If the request is rejected, the administrator must give a specific reason.
- Mileage for workshops shall be reimbursed at the allowable Internal Revenue Service (IRS) rate per mile. However, the Superintendent retains the right to determine the number of personal vehicles used or school vehicles used for professional leave.
- The District shall also reimburse the teacher(s) up to \$35.00 per day based on original itemized receipts for meal expenses, exclusive of charges for alcoholic beverages. Meal receipts submitted for reimbursement should not include any reference to alcoholic beverage purchases. Credit card receipts are not sufficient alone to constitute an itemized receipt.
- ➤ In addition, if the professional leave is approved, the Board shall pay the cost of the registration fee, if the District has grant funds available to pay the registration fees.

If the Superintendent denies the employee's request for a professional leave, the employee shall have the right to appeal the ruling to the Board of Education. Such appeal must be made at the Board's next regularly scheduled meeting that follows the Superintendent's denial. If an appeal is made, the employee and the Union waive the right to appeal the decision of the Board through the grievance procedure. The Superintendent may waive the one-day professional leave restriction but is not required to do so.

The District will not pay for a class, workshop, or clinic a teacher wishes to attend as part of a professional leave experience if the teacher intends to apply for university credit for the experience and then apply for tuition reimbursement and/or salary advancement.

4.5 General Leave

Leaves of absence without pay may be granted to tenured employees.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least one hundred twenty (120) days before the beginning date of the desired leave, subject to the approval of the Board of Education. The one hundred twenty (120) day parameter may be waived if the Board approves.
- B. Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request.
- C. The employee shall inform the Superintendent of his/her intent to return to a similar position no later than March 1.

- D. Leaves of less than one (1) month, if acceptable and approved by the Superintendent, will not require Board approval nor the one hundred twenty (120) day notice. Vacation, recreation, or travel are not qualifiable leave under this section except for educationally related travel if the applicant provides an itinerary and an explanation of how such leave will improve the educational program of the District.
- E. Employees on such leave may continue to participate in the District's group insurance program if they pre-pay the District's monthly premium cost for the coverage for which they apply, subject to the terms of the agreement with the insurance carrier.
- F. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred and twenty (120) days in a school year in which the leave is effective.

4.6 Jury Duty

Employees called to serve on jury duty on regular instructional or institute days during the school term shall be compensated at the regular rate of pay. The employee must tender any monies received from court for jury duty to the district.

4.7 Military Leave

- A. The Board shall grant an employee leave for paid military family leave consistent with the provisions of the Family Military Leave Act (820 ILCS 151/5 et. seq.) "Family military leave" means leave requested by an employee who is the spouse/partner in a civil union, parent, child, or grandparent of a person called to military service lasting longer than thirty (30) days with the State or United States pursuant to the orders of the Governor or the President of the United States.
- B. An employee who is called to active service or deployment by the Illinois National Guard or any branch of the United States Armed Forces (active or reserve units) shall not suffer loss of pay or benefits as may be required by federal or Illinois law for mandatory active service in the military. However, the employee will reimburse the District (or consent to reduction in pay or benefits by the District if the law allows) for any monies received by him/her while on active military duty. The employee shall be granted leave for military service from the date he/she is ordered to report for active military service until the 30th day following the date of the employee's discharge or termination of active military service. The District's obligation to pay the employee's salary or benefits shall terminate on that 30th day following the employee's discharge or termination from active military service or shall terminate on the day the employee returns to work in the District, whichever occurs first.

ARTICLE V GRIEVANCE PROCEDURE

5.1 Definition

A grievance is a claim by the Union, an employee, or a group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

5.2 General Provisions

All time limits shall consist of school days, except that during the summer when school is not is session, time limits shall consist of all weekdays.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss informally the matter with his/her supervisor and to have the grievance adjusted, provided the adjustment is not inconsistent with the terms of the Agreement.

At the informal level the Union President shall be notified in writing concerning the adjustment of the grievance.

Failure of an employee or Union to act on any grievance within the prescribed time limits will bar any further appeal. An Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

An investigation, handling, or processing of any grievance by the grievant and administration shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.

Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the employee amid the Superintendent.

Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step B.

Teachers shall have the right to be represented by the Union representative or other representatives of the teacher's choice if one is requested at all steps of the formal grievance procedure.

No reprisals shall be taken by the Board or the Administration against a teacher because of his/her participation in a grievance.

All records related to a grievance shall be filed separately from the personnel file of the teacher.

A grievance may be withdrawn at any level without establishing precedent.

If the Union or an employee files any claim or complaint in any form other than the grievance procedures of this Agreement, then the Board shall not be required to process said claim or set of facts through the grievance procedure.

With the Superintendent's approval, the grievant and/or other employees may be released from his/her regular assignment without loss of pay or benefits to attend the meeting specified in the grievance procedures, Steps A through C.

Conferences held under this procedure shall be at a mutually agreeable time and place.

5.3 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- A. The grievant shall present the grievance in writing within twenty (20) days of the occurrence of the event giving rise to the grievance or within twenty (20) days of the time the teacher should have reasonably become aware of such event, specifying the article or clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall arrange for a meeting to take place within ten (10) days of his/her receipt of the written grievance. The supervisor shall provide a written answer to the grievance of the aggrieved teacher and Union president within ten (10) days after the meeting.
- B. If the grievance is not resolved at Step A, the grievance may be referred to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his/her receipt of the Step A. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response with a copy to the Union president.
- C. If the Union is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration's Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.
 - 1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Union, and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
 - 2. Each party shall bear the full cost for its representation in the grievance procedure.
 - 3. If a party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.

- 4. Each party shall share equally the cost of the arbitrator and the AAA.
- D. The Union and the Board agree that each will use the forms identified as Grievance Form Formal Step A-1 and A-2 for Step A grievance processing and will use the forms identified as Grievance Form Formal Step B-1 and B-2 as exhibited in Appendix A of the Agreement. It shall be the duty of the Administration to assign a grievance number to individual grievances for record keeping purposes.
- E. The parties may agree to accept a panel of arbitrators through the Federal Mediation and Conciliation Service (FMCS).

ARTICLE VI EVALUATION AND PERSONNEL FILE

6.1 Teacher Evaluation

- A. The evaluation instrument to be used for the purpose of evaluations of teachers who are in continued contractual service (hereinafter referred to as "tenured teachers") and non-tenured teachers employed by the District is attached to Appendix D to this Agreement. The Administrator shall provide an electronic copy of this evaluation instrument to each teacher at the beginning of the school year during review. Each teacher may print one hard copy of the evaluation instrument for the teacher's personal use.
 - 1. The evaluation instrument shall provide that the teacher may be rated as either "excellent," "proficient," "needs improvement," or "unsatisfactory" by administrators who have been employed by the Board and who have the training and certification required by the Illinois State Board of Education to conduct teacher evaluations.
 - 2. All non-tenured teachers shall be evaluated at least two (2) times each school year. All tenured teachers shall be evaluated at least one time every two (2) years. All teacher evaluations shall be conducted by administrators qualified under the law at the time the evaluation is done to perform the evaluation. Nothing prohibits qualified administrators from conducting evaluations of a teacher's performance and/or assigned duties more frequently in any year than set forth in this paragraph.
 - 3. One formal, written evaluation shall be preceded by at least one scheduled observation by the administrator conducting the evaluation. The formal observation shall be scheduled with the teacher at least one (1) day in advance. The formal summative evaluation of the teacher shall be scheduled and conducted after the observation has been conducted and with at least one (1) day's prior notice to the teacher.
 - 4. The administrator who conducted the formal summative evaluation of the teacher shall within thirty (30) calendar days of completing this evaluation deliver a written copy of that written evaluation to the teacher and shall schedule a conference with the teacher within three (3) school days of completing this evaluation to discuss the formal summative evaluation with the teacher. The administrator who conducted the formal summative evaluation must furnish the teacher with a copy of the written evaluation at least twenty-four (24) hours before the scheduled conference with the teacher to review the formal summative evaluation. At the conclusion of this conference, the teacher shall sign the evaluation document. The teacher may deliver to the administrator who conducted the evaluation a written statement to be attached to the formal summative evaluation within seven (7) calendar days following the date of the conference. The administrator who conducted the teacher's formal summative evaluation shall cause a copy of this evaluation to be placed in the teacher's personnel file along with any written statement by the teacher.
 - 5. A professional development plan shall be completed as required by 105 ILCS 5/24 A-

- 5(2)(h), for a teacher who receives a rating of "needs improvement" in a formal summative evaluation.
- 6. A tenured teacher who receives a rating of "unsatisfactory" in a formal summative evaluation shall follow the remediation procedure set forth in 105 ILCS 5/24 A-5(2)(i), provided the basis for the unsatisfactory rating is the result of possible remedial teaching performance. The remediation procedure in 5/24 A-5(2)(i) shall not apply if the basis for teacher dismissal is irremediable teacher misconduct.
- 7. Nothing in the evaluation procedures delineated herein shall limit the right of the administration to utilize informal observation, insubordination, or other evaluative criteria for considering the competency of an employee.
- B. Any grievance filed concerning Paragraph 6.1 of Article VI of this Agreement shall be only limited to violations of specific evaluation procedures in the evaluation instrument contained in Appendix D to this Agreement.
- C. By October 1 of each year, the Board and Union shall each appoint three (3) representatives each to a Joint RIF Committee as required by 105 ILCS 5/24-12(c). The Committee shall complete its deliberations by the following February 1st of each school year and submit a report of the Committee's decisions in writing to the Board and Union on or before February 1st.
- D. Upon thirty (30) days written notice served by either the Board or the Union on the other Party, the Parties agree to reopen Paragraph 6.1 of Article VI to negotiate mandatory subjects of bargaining due to changing legal requirements imposed by 105 ILCS 5/24A and/or Public Act 97-0008 (Senate Bill 7).

6.2 Official File - Right to Review

The official file of all materials related to an employee shall exist at the Central Administrative Office. Each employee shall have the right to review the contents of his/her own file during the regular business hours of the Central Administrative Office.

All pre-employment confidential materials are excluded from this right to review. Review of the official file should be at a time and place, and in a method, which is designated by the Superintendent. After a review of the file, the employee shall have the right to insert into the file reactions to material therein. The employee shall not remove any material from his/her file. After the review of said file, the employee may make one copy of said contents per year. Additional copies may be provided at a cost of thirty-five cents (\$0.35) per page.

ARTICLE VII FRINGE BENEFITS

7.1 <u>Cafeteria Plan</u>

The Board of Education shall maintain and operate a "Limited Cafeteria Plan" or "Flexible Benefit Plan" as defined and regulated by Chapters 125 and 89 of the Internal Revenue Code as amended. The "Limited Cafeteria Plan" shall be referred to within this Agreement as the "Plan." Said Plan shall be provided at no cost to the employees as long as such plans are deemed legal by pertinent state and federal agencies. The participation of employees in the Plan shall be voluntary. Participation eligibility and rules governing the Plan shall be determined by the Provider and pertinent Internal Revenue System, Illinois Department of Revenue, and Teacher Retirement System rules and regulations.

Administration of the Plan shall be by a Plan Administrator of the Board's choice. Options within the Plan shall be determined by the Board, pertinent legal limitations, and the Plan Administrator.

At the minimum, the Plan shall permit employees to pay group medical insurance premiums with pre-tax income by authorizing the Board to withhold said premiums prior to the calculation of federal and state taxes and shall permit employees to authorize the deposit of pre-tax income into a "flexible spending account" from which its use may be directed by the employee subject to the rules of the Plan.

The Board shall give all employees the opportunity to enroll in the Plan annually before the anniversary date of the Plan.

7.2 <u>Hospitalization</u>

The Board shall pay \$610.12 for 2021-22, \$625.12 for 2022-23, and \$640.12 for 2023-24 toward the monthly premium for the individual employee who participates in the District's group health insurance plan.

In the case of a married couple, who are both employed full-time by the District, the Board shall pay up to two times the applicable amount it pays toward an individual insurance premium toward the cost of family or dependent coverage premium. In no case shall the Board's contributions for such a married couple exceed two times the monthly premium cost for an individual premium (i.e., $$610.12 \times 2 = 1220.24 per month).

If employees, other than married couples who are both employed full-time by the District, select family or dependent coverage, then the Board shall pay up to the amount it pays toward an individual insurance premium toward the cost of family or dependent premium.

For each employee who signs up for the District Health Insurance Savings Account (HSA) for the first time during the term of the contract, that employee will receive a one-time \$500.00 payment on the employee's behalf to that employee's HSA. In each subsequent year as long as the employee maintains the District HSA, the Board will contribute \$250.00 per year to the

employee's HSA as an employer paid benefit.

Eligibility in the District's group health insurance plan shall be determined by the insurance carrier. Individual teachers shall pay the member THIS contribution rate to the Illinois Teachers Retirement System. The Board will pay to TRS the employer THIS contribution rate. Employees are limited to one (1) medical or life insurance coverage change per year, during the openenrollment period. The Board and the Union shall mutually agree on the selection of a health insurance carrier and coverage levels provided; however, that coverage levels and premium charges shall not result in the District being assessed fines and/or monetary penalties on taxes (or "pay or play tax") pursuant to the Patient Protection and Affordable Care Reconciliation Act of 2010 and/or rules and regulations implementing these federal statutes.

Employees who are not enrolled as a participant in the District group health insurance plan upon the effective date of this Agreement shall be paid \$500 for the 2017-2018 school year in lieu of such insurance. In subsequent school years, employees who are not enrolled as a participant in the District's group health insurance plan shall be paid \$500 per school year in lieu of such insurance provided that applicable federal law does not prohibit such a payment or mandates that the District automatically enroll an employee in the District's group health insurance plan. In the event an employee becomes a participant in the District's group health insurance plan, that employee is not eligible to receive the \$500 payment in any future year.

The Union and Board agree to reopen this Paragraph 7.2 upon thirty (30) day written notice by either Party to the other to negotiate any changes to the District health insurance plan mandated by federal law.

7.3 <u>Life Insurance</u>

The Board shall provide, at no expense to the employee, a group life insurance policy in the amount of \$20,000 for each employee. The Board shall be obligated to insure employees for \$20,000 except when the carrier imposes limitations due to an employee reaching age sixty-five (65).

7.4 Board Paid Teacher Retirement Contributions

According to authority granted by law, the Board agrees to pay up to the 9.0 percentage portion of an individual employee's retirement contribution to the Teachers' Retirement System (TRS) as a Board paid benefit (salary schedule add on method) on the employee's salary.

If TRS increases the required employee contribution above the current 9.0% level in effect as of July 1, 2016, the Board shall not pay any additional employee required TRS retirement contribution above the percentages agreed to in this paragraph.

7.5 Tuition Reimbursement

A. Teachers who are enrolled in a graduate program that was pre-approved by the Superintendent leading to a Master's Degree, including a program in one (1) of the six (6) fundamental learning areas, or who take a pre-approved graduate course that directly relates to a teacher's current teaching assignment or could lead to an additional teaching

certificates, shall be reimbursed at a rate of \$75.00 per semester hour for up to twelve (12) pre-approved hours of earned graduate credit hours per fiscal year. The Superintendent may waive the 12-hour limit in any fiscal year. However, the Board shall not reimburse any teacher for more than thirty-six (36) pre-approved and earned graduate hours during the teacher's employment with the District.

- B. Teachers who earn approved graduate credit hours up to thirty-six (36) hours shall advance horizontally on the salary schedule if the following conditions have been met:
 - 1. The teacher shall present a request for a graduate course in advance to the Superintendent for approval. The Superintendent retains the authority to approve all courses of study that qualify for advancement on the salary schedule horizontally; and,
 - 2. All graduate hours must be earned at an accredited educational institution in graduate-level courses or in a master's program offered at such and institution; and,
 - 3. A grade of "B" at least must be earned in the pre-approved course; and,
 - 4. The teacher shall deliver to the Superintendent no later than September 10 an official university transcript or written verification by the course instructor of the successful completion of the course.
- C. Teachers who elect to pay at their own expense for graduate courses that meet the requirements of Paragraphs A & B, hereinabove, and are pre-approved by the Superintendent as required in Paragraphs A & B, but who do not request reimbursement for these graduate credit hours earned shall qualify for advancement on the salary schedule as provided in Paragraph D. For such pre-approved, earned graduate hours that the teacher pays for at his/her expense, such hours shall not reduce the thirty-six (36) hour limit for reimbursement as provided in Paragraph B.
- D. Teachers shall advance to the appropriate earned step and horizontal advancement on the salary schedule at the beginning of the academic year. The basis for the Superintendent's approval or denial of an undergraduate course request shall not be grievable under Article V of this Agreement.

7.6 Board Credit

"Board Credits," as allowed in Paragraph 7.6 of the Parties' September 1, 2008, through August 13, 2012, Negotiated Contract and in previous collective bargaining agreements, shall not be awarded to teachers for advancement on the Salary Schedule or to receive additional compensation as "Board Credit" hours of instruction on or after August 13, 2012. However, nothing herein shall be construed as revoking "Board Credits" earned by a teacher under previous collective bargaining agreements before August 13, 2012 or after the teacher's placement on the Salary Schedule before August 13, 2012. Teachers who earned "Board Credits" before August 13, 2012, shall be considered "grandfathered" as to such credits earned and placement on the salary schedule attributable to those "Board Credits."

7.7 Vision Insurance

The Board shall pay up to \$6.00 per month toward the monthly premium of individual vision care insurance for the employee and up to \$12.00 per month toward the monthly premium of family vision care insurance during the term of this Agreement.

This section shall become null and void should vision care insurance be canceled by the employee health insurance carrier or in the event the employee health insurance plan is transferred to another provider which does not offer vision care insurance. The Board will not remunerate an employee who elects not to participate in the vision care plan provided.

7.8 Employee Assistance Program

The Board shall provide, at no cost to the employee, an Employee Assistance Program (EAP) which shall include but not be limited to confidential employee counseling services in the areas of alcohol and substance abuse, marriage and family crises, depression, and stress management. The Board will have sole authority to determine the services and benefits offered by the provider of the Board's choice.

Such EAP will be governed by all state and federal laws and regulations concerning confidentiality. No identifying employee information shall be released to the District by the EAP administrator without written employee authorization unless such information is a result of a required drug or alcohol screening which is a condition of employment or continuing employment (e.g. in the case of school bus drivers).

7.9 National Board Certification Teacher

Any full-time teacher who, after the attainment of tenure in the District, completes certification as a certified national teacher through the program recognized by the Illinois State Board of Education (ISBE) and achieves "Master Teacher" certification, the Board shall pay the teacher an additional \$700 upon certification to the Board of the teacher's attainment of Master Teacher. If the teacher remains a full-time teacher in the District for the next two (2) consecutive school years, the teacher shall receive \$700 for each year paid in the regular June District payroll check for that teacher.

7.10 Classroom Set-up Time

Each teacher may accumulate up to sixteen (16) hours of Classroom Set-up Time prior to the first teacher attendance day, provided the following conditions are met:

- A. Teachers shall log accumulated set-up time on the building office sign-in sheet. These hours shall be monitored by the building administrator or his/her designee.
- B. Set-up time hours may only be accumulated in blocks of two or more hours in one-hour increments
- C. The Set-up Time hours accumulated may only be used in the following circumstances:
 - a. Teachers shall submit a written request prior to the use of set-up time for administration approval.

- b. Teachers may use accrued set-up time in place of emergency days that exceed the five (5) designated days provided students are not in attendance.
 - 1. If District-allotted compliance (GCN) training time is provided on these days, the trainings are to be completed on the teacher's own time.
- c. Teachers may use accrued set-up time in place of District allotted grading time at the end of each quarter provided all of the teacher's required grades are posted in advance and verified by the building administrator or his/her designee.
- d. Set-up time hours may not be accumulated or rolled over beyond the school year. Any hours not used are forfeited.
- e. Teachers may use classroom set-up time in place of supplied GCN training time provided the appropriate number of GCN trainings were completed and verified by the Unit Office two workdays prior to the scheduled GCN training time.

7.11 Retirement benefit

Any teacher who retires from the District will have his/her health and vision insurance that had been in effect during the contract to continue through August of the retirement year. In addition, the teacher can continue with the dental insurance if he/she pays the premium.

Full-time Teachers who have at least twenty (20) years of teaching service to the District with at least thirty-five (35) years of creditable service or are at least sixty (60) years of age before the last day of service to the district are entitled to a salary enhancement. Teachers who qualify may elect salary enhancement for up to three (3) years. Under this plan, the Teacher will receive six (6) percent over the previous year's earnings reported to TRS prorated over normal pay periods.

To qualify for a salary enhancement, the Teacher is subject to the following criteria and limitations:

- A. The Teacher must be eligible to retire on the date of retirement under the Illinois Teachers' Retirement System and receive an immediate retirement benefit; and
- B. The Teacher must have at least twenty (20) years of teaching service with the Central Community Unit NO. 4 School District upon commencement of the salary increase provisions; and
- C. The Teacher's retirement shall not cause the Board to pay any penalties to TRS resulting from creditable earnings in excess of six percent (6%) in the years used for the TRS retirement calculation; and
- D. The Teacher must submit an irrevocable retirement letter the last school day of the year preceding the beginning of the of the six percent (6%) enhancement. The Superintendent may waive this requirement under special circumstance, and such waiver approval or denial shall not be subject to dispute or grievance. For the school year 2021-22, the Teacher must submit an irrevocable retirement letter by August 17th, 2021.

ARTICLE VIII SALARY

Compensation Cap

Notwithstanding any other provision in this Agreement, no employee, who is within six (6) years of first becoming eligible to receive a retirement annuity under TRS rules and regulations, shall either receive and/or be paid by the school district an increase in creditable earnings that would constitute an increase of more than 6% per annum in the TRS creditable earnings the teacher earned in the immediately preceding fiscal year. "Creditable earnings" include all earnings of whatsoever kind or nature paid to an employee by the District which TRS credits under its rules and regulations toward a retirement annuity for the employee. Any such creditable earnings that exceed this 6% cap on increases from one fiscal year to another shall not be considered as due and owing to any employee within this 6-year period. If, however, an employee earns compensation that TRS considers exempt from the 6% cap under PA 94-1057, the employee shall be paid such exempt earnings provided the payment does not require an additional employer contribution to TRS because of a payment to the employee exceeding the 6% cap.

In the event TRS modifies its rules and regulations in effect on July 1, 2007, regarding the obligation of the school district to pay an additional employee contribution to TRS for exceeding this 6% creditable earnings limitation during the employee's retirement eligible period, then the parties agree to promptly commence good-faith collective bargaining as may be required consistent with such modification.

8.1 Salary Schedule

The salary schedule shall be set forth in Appendix C-1, which is attached and incorporated in the Agreement. The Board retains the authority to limit the number of out-of-district years of experience it will accept from new employees for purposes of determining placement on the salary schedule. For 2021-2022, anyone who was employed in the district as part of the certified staff will receive a 4% increase over what he/she made in the 2020-2021 school year. For 2022-2023, anyone who was employed in the district as part of the certified staff will receive a 4% increase over what he/she made in the 2021-2022 school year.

The positions of school psychologists, social worker, speech therapist, physical therapist, occupational therapists, audiologist, guidance, and high school Athletic Director if the Board of Education fills such positions, shall be placed on the salary schedule according to the terms of this Agreement. If any of these foregoing-named positions or any other certified positions are required by the Board of Education to be extended beyond the normal 180-day school year, that employee shall be paid 1/180th of his/her salary based upon current placement on the salary schedule for each day worked before the commencement of the 180-day school year or after the end of the 180-day school year. The Administration shall notify, in writing, the individual employee who must work an extended contract at least fourteen (14) days before the extra-duty assignment is to commence.

If the Board of Education determines any of the positions of school psychologist, social workers, speech therapist, physical therapist, occupational therapist, and/or audiologist are hard-to-fill at

the salaries contained in the Appendix B Salary Schedule for a specific year, the Board may, in its discretion, pay a salary not to exceed 10% greater than the current salary schedule based upon the person's placement on the salary schedule given his/her experience and education.

8.2 Extra-Curricular Pay

The extra-curricular pay schedule shall be set forth in Appendix C-2 and C-3, which is attached and incorporated in this Agreement.

The Board of Education has the discretion to establish, terminate, and/or reduce extra-curricular activities, athletic sports, and the corresponding coaching and sponsorship positions that are in the best interest of the District and its financial condition. Extra-curricular and athletic coaching and sponsorship stipend positions which the Board has decided not to fund with public monies can, during a specific school year, continue as a District extra-curricular activity and/or athletic sport for a specific school year on the express condition that private District residents/boosters of the specific activity or sport deposit all the funds necessary to fund the stipend salary for that activity, sponsor, and/or coach by June 1st of each year for Fall activities or sport, September 15th of each year for Winter activities or sport, and by January 15th each year for Spring activities or sport. If all such funds are not on deposit with the District by either the June 1st, September 15th, or January 15th dates respectfully, then the specific stipend position shall be terminated for that school year, and the extra-curricular activity and/or sport shall be cancelled for that respective semester or school year. No sum shall be due and owing to any employee or individual hired as a coach or sponsor for a cancelled activity or sport.

The coaches and/or sponsors for activities or sports which the Board has reduced or terminated shall be listed in Appendix C-3. With prior written approval of the Superintendent, coaches or sponsors for these Appendix C-3 positions may mutually agree to divide a stipend amount between more than one individual or combine head and assistant coaching position stipends among them.

A specific extra-curricular activity and/or athletic sport that is reinstated by the Board to be publicly funded for any specific school year shall be transferred from Appendix C-3 and appropriately placed back on Appendix C-2. Likewise, before the start of any semester in any specific school year during the term of this Agreement, the Board may reduce and/or terminate an extra-curricular activity and/or athletic sport and transfer the sponsorship and/or coaching position for that activity or sport from the specific Appendices C-2 to Appendix C-3.

8.3 Pay Periods

All scheduled salary payments shall be made over a 12-month period without exception. Payroll checks will be prepared on the 15th and 28th day of each month. Payroll checks for each employee shall be direct deposited to the employee's bank account. The employee shall deliver to the Superintendent by August 1st of each year the direct deposit information for the next school year.

A new certified hire has an opportunity to request an advancement of his/her salary in the amount of \$1,200. The \$1,200 would be advanced on the August 28th payroll. The \$1,200 would be deducted from the 24 payments beginning with the September 15th check and ending with the

August 28th check. Payroll deductions will be in equal, \$50.00 amounts. If the teacher leaves the district before the money has been paid back in full, the balance will be taken from the final check.

8.4 In-service and Staff Development Training

If the Administration requires an employee to attend in-service training or staff development workshops, school improvement clinics or training session which take place at times beyond the normal workday as provided in Section 3.2 of this Agreement, the Board shall pay the employee at the rate of \$27.90 for 2021-22 and \$29.02 for 2022. If these sessions are conducted during the normal workday, the employee shall not be compensated beyond the normal salary for that day.

An employee who wants to take a graduate course for in-service or staff development training and for such credit to apply toward horizontal movement on the salary schedule must meet the requirements of pre-approval as specified in Article VII, Section 7.5 above. The basis for the Superintendent's approval or denial of taking a graduate course shall not be grievable under Article V of this Agreement.

If the Board of Education directs a certified employee in writing to take specific undergraduate courses to gain specific teaching certification pursuant to the rules and regulations of the Illinois State Board of Education to meet specific teaching needs of the District, then the District shall pay the full credit hour course tuition sum for the courses necessary to gain that teaching certification.

8.5 Vertical Step Advancement

In order for a teacher to receive credit for a year's experience on the salary schedule, the employee must work at least one hundred and twenty (120) days in any given school year in which the leave is effective.

8.6 Mileage Reimbursement

If the Administration requires a teacher to use his/her personal vehicle for school business, the district shall reimburse the teacher at the allowable Internal Revenue Service (IRS) rate per mile upon proper submission of an expense voucher.

ARTICLE <u>IX</u> TERMS OF AGREEMENT

9.1 No Strike

During the term of this Agreement, employees represented by the Union shall not participate in a strike or concerted action in whole or in part. Employees represented by the Union shall not, during the term of this Agreement, participate in a concerted action which will disrupt the normal or extracurricular activities of the School District.

9.2 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from the Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

9.3 Complete Understanding

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

9.4 Successor Agreement

Bargaining for a successor Agreement shall begin with a demand to bargain notice served by either the CFT or the Administration no earlier than November 1 and no later than April 15 of the last year of this Agreement. Parties shall commence bargaining a successor agreement within sixty (60) days following the demand to bargain letter.

9.5 **Duration**

This Agreement shall be effective September 1, 2021, and shall remain in effect until August 31, 2023.

9.6 Management Rights

Except as expressly limited by the terms and conditions of this agreement, the Board and administration retain all statutory and inherent management rights, prerogatives, and functions to manage and implement decisions for the best interest of the School District, including, but not limited to the following subjects of discretion or policy:

- 1. Functions of the Board of Education;
- 2. Standards of service;
- 3. School District's overall budget and finances;

- 4. Qualifications, employment, and selection of new employees or rehiring former employees;
- 5. Direction of all employees;
- 6. Organization and efficiency of operations of the School District; and
- 7. To promote, transfer, train, assign, and schedule employees.

Appendix C-1 Salary Schedule

NOTE: As of July 1, 2016, teachers, who have not accrued thirty-five (35) years or more, in Illinois are no longer allowed to retire before age 60 without incurring a penalty. TRS members are also eligible to receive a refund of any ERO contributions they made since 2005. Refund amounts will vary significantly based on each participant's salary and how many years the employee paid the ERO contribution. TRS has said that they will not be able to estimate each member's potential refund until the fall of 2016. Employees will have the option to receive a refund by check, roll the money (tax-free) into a qualified non-TRS retirement plan, or leave the money with TRS, where no interest will accrue. By law, TRS has 120 days after July 1, 2016, to make the application for refund available. Refunds will begin processing after the first of the year (2017).

Central C.U.S.D. #4
TRS Board Paid Factor
FY17

Current TRS rate

9%

1.098901

36,860

Calculation of Board Paid "Factor"		100%	
	Χ	1.090000	
	=	1.090000	
	+	0.008100	= .09 X .09
	+	0.000729	= .09 X .0081
	+	0.000066	= .09 X .000729
	+	0.000006	= .09 X .000066
Official TRS Board Paid Factor		1.098901	
FY17 Base Pav		33,543	

Times Board Paid Factor

Creditable TRS Earnings

2021-2022 Salary Schedule

Step	B+O	B+8	B+16	B+24	B+36/MS	M+8	M+16	M+24	M+32
0	\$36,112	\$36,581	\$36,899	\$38,712	\$38,711	\$38,536	\$39,850	\$40,986	\$41,973
1	\$36,673	\$37,172	\$37,532	\$39,273	\$39,342	\$39,252	\$40,537	\$41,659	\$42,646
2	\$37,243	\$37,772	\$38,176	\$39,841	\$39,984	\$39,981	\$41,236	\$42,344	\$43,329
3	\$37,821	\$38,382	\$38,832	\$40,418	\$40,636	\$40,724	\$41,948	\$43,040	\$44,023
4 & 5	\$38,408	\$39,001	\$39,498	\$41,004	\$41,299	\$41,481	\$42,671	\$43,747	\$44,729
6	\$38,996	\$39,621	\$40,165	\$41,589	\$41,961	\$42,237	\$43,395	\$44,455	\$45,434
7	\$39,615	\$40,276	\$40,871	\$42,205	\$42,662	\$43,043	\$44,163	\$45,204	\$46,179
8	\$40,235	\$40,932	\$41,579	\$42,819	\$43,362	\$43,851	\$44,931	\$45,952	\$46,926
9	\$40,856	\$41,586	\$42,287	\$43,434	\$44,063	\$44,657	\$45,699	\$46,700	\$47,672
10	\$41,472	\$42,242	\$42,995	\$44,048	\$44,765	\$45,463	\$46,466	\$47,449	\$48,416
11	\$42,092	\$42,896	\$43,699	\$44,664	\$45,466	\$46,270	\$47,233	\$48,197	\$49,163
12	\$42,713	\$43,551	\$44,407	\$45,280	\$46,166	\$47,076	\$48,001	\$48,946	\$49,907
13	\$43,761	\$44,622	\$45,499	\$46,390	\$47,303	\$48,234	\$49,176	\$50,150	\$51,137
14	\$44,833	\$45,718	\$46,614	\$47,532	\$48,465	\$49,419	\$50,393	\$51,382	\$52,394
15			\$47,760	\$48,698	\$49,655	\$50,631	\$51,632	\$52,645	\$53,684
16				\$49,898	\$50,878	\$51,878	\$52,901	\$53,941	\$55,007
17					\$52,130	\$53,158	\$54,202	\$55,273	\$56,360

2021-2022 Salary Schedule (TRS Included)

Step	B+O	B+8	B+16	B+24	B+36/MS	M+8	M+16	M+24	M+32
0	\$39,684	\$40,199	\$40,548	\$42,541	\$42,540	\$42,347	\$43,791	\$45,039	\$46,124
1	\$40,300	\$40,848	\$41,244	\$43,157	\$43,233	\$43,134	\$44,546	\$45,780	\$46,863
2	\$40,926	\$41,508	\$41,952	\$43,782	\$43,938	\$43,935	\$45,315	\$46,532	\$47,614
3	\$41,562	\$42,178	\$42,672	\$44,416	\$44,655	\$44,752	\$46,096	\$47,297	\$48,377
4 & 5	\$42,207	\$42,859	\$43,405	\$45,059	\$45,383	\$45,583	\$46,891	\$48,074	\$49,153
6	\$42,852	\$43,540	\$44,137	\$45,702	\$46,111	\$46,415	\$47,686	\$48,851	\$49,928
7	\$43,533	\$44,259	\$44,914	\$46,379	\$46,881	\$47,300	\$48,530	\$49,674	\$50,746
8	\$44,214	\$44,980	\$45,691	\$47,054	\$47,650	\$48,188	\$49,375	\$50,496	\$51,567
9	\$44,896	\$45,698	\$46,469	\$47,729	\$48,421	\$49,073	\$50,219	\$51,318	\$52,387
10	\$45,574	\$46,419	\$47,247	\$48,405	\$49,192	\$49,959	\$51,061	\$52,141	\$53,204
11	\$46,255	\$47,139	\$48,021	\$49,082	\$49,963	\$50,846	\$51,904	\$52,963	\$54,025
12	\$46,938	\$47,859	\$48,799	\$49,758	\$50,732	\$51,732	\$52,748	\$53,786	\$54,843
13	\$48,089	\$49,035	\$49,999	\$50,978	\$51,981	\$53,004	\$54,040	\$55,110	\$56,194
14	\$49,268	\$50,239	\$51,224	\$52,233	\$53,259	\$54,306	\$55,377	\$56,464	\$57,575
15			\$52,483	\$53,514	\$54,565	\$55,638	\$56,738	\$57,852	\$58,994
16				\$54,833	\$55,909	\$57,009	\$58,133	\$59,276	\$60,447
17					\$57,286	\$58,416	\$59,562	\$60,740	\$61,934

2022-2023 Salary Schedule

Step	B+O	B+8	B+16	B+24	B+36/MS	M+8	M+16	M+24	M+32
0	\$36,982	\$37,440	\$37,727	\$39,686	\$39,613	\$39,346	\$40,741	\$41,936	\$42,963
1	\$37,557	\$38,044	\$38,375	\$40,261	\$40,259	\$40,077	\$41,444	\$42,625	\$43,652
2	\$38,140	\$38,659	\$39,033	\$40,844	\$40,916	\$40,822	\$42,159	\$43,326	\$44,351
3	\$38,732	\$39,283	\$39,703	\$41,435	\$41,583	\$41,580	\$42,886	\$44,038	\$45,062
4	\$39,334	\$39,917	\$40,385	\$42,035	\$42,261	\$42,353	\$43,626	\$44,762	\$45,784
5 & 6	\$39,945	\$40,561	\$41,078	\$42,644	\$42,950	\$43,140	\$44,378	\$45,497	\$46,518
7	\$40,556	\$41,206	\$41,771	\$43,252	\$43,640	\$43,927	\$45,130	\$46,233	\$47,252
8	\$41,199	\$41,887	\$42,506	\$43,893	\$44,368	\$44,765	\$45,929	\$47,012	\$48,026
9	\$41,844	\$42,569	\$43,242	\$44,532	\$45,096	\$45,605	\$46,728	\$47,790	\$48,803
10	\$42,490	\$43,249	\$43,979	\$45,171	\$45,826	\$46,443	\$47,527	\$48,568	\$49,579
11	\$43,131	\$43,931	\$44,715	\$45,810	\$46,555	\$47,281	\$48,325	\$49,347	\$50,352
12	\$43,776	\$44,612	\$45,447	\$46,451	\$47,285	\$48,121	\$49,122	\$50,125	\$51,129
13	\$44,422	\$45,293	\$46,183	\$47,091	\$48,013	\$48,959	\$49,921	\$50,904	\$51,904
14	\$45,511	\$46,407	\$47,319	\$48,245	\$49,195	\$50,163	\$51,143	\$52,156	\$53,182
15	770,011	¥ 10,107	\$48,479	\$49,434	\$50,404	\$51,395	\$52,409	\$53,437	\$54,489
16			7 10, 110	\$50,646	\$51,641	\$52,656	\$53,697	\$54,751	\$55,832
17				+/-	\$52,913	\$53,953	\$55,017	\$56,099	\$57,207

2022-2023 Salary Schedule (TRS Included)

Step	B+O	B+8	B+16	B+24	B+36/MS	M+8	M+16	M+24	M+32
0	\$40,640	\$41,143	\$41,458	\$43,611	\$43,531	\$43,237	\$44,770	\$46,084	\$47,212
1	\$41,271	\$41,807	\$42,170	\$44,242	\$44,241	\$44,041	\$45,543	\$46,841	\$47,969
2	\$41,912	\$42,482	\$42,894	\$44,883	\$44,963	\$44,859	\$46,328	\$47,611	\$48,738
3	\$42,563	\$43,168	\$43,630	\$45,533	\$45,696	\$45,693	\$47,127	\$48,393	\$49,519
4	\$43,224	\$43,865	\$44,379	\$46,192	\$46,441	\$46,542	\$47,940	\$49,189	\$50,312
5 & 6	\$43,895	\$44,573	\$45,141	\$46,861	\$47,198	\$47,406	\$48,767	\$49,997	\$51,119
7	\$44,567	\$45,281	\$45,903	\$47,530	\$47,956	\$48,271	\$49,594	\$50,805	\$51,925
8	\$45,274	\$46,030	\$46,710	\$48,234	\$48,756	\$49,193	\$50,472	\$51,661	\$52,776
9	\$45,982	\$46,779	\$47,519	\$48,936	\$49,556	\$50,115	\$51,350	\$52,516	\$53,630
10	\$46,692	\$47,526	\$48,328	\$49,639	\$50,358	\$51,036	\$52,227	\$53,371	\$54,482
11	\$47,397	\$48,276	\$49,137	\$50,341	\$51,160	\$51,958	\$53,104	\$54,227	\$55,332
12	\$48,106	\$49,024	\$49,942	\$51,045	\$51,961	\$52,880	\$53,980	\$55,082	\$56,186
13	\$48,815	\$49,773	\$50,751	\$51,748	\$52,762	\$53,802	\$54,858	\$55,938	\$57,037
14	\$50,012	\$50,996	\$51,999	\$53,017	\$54,060	\$55,124	\$56,202	\$57,314	\$58,442
15	700,000		\$53,273	\$54,323	\$55,389	\$56,478	\$57,592	\$58,722	\$59,878
16				\$55,655	\$56,748	\$57,864	\$59,008	\$60,166	\$61,353
17					\$58,146	\$59,290	\$60,459	\$61,647	\$62,865

Appendix C-2 Stipend Schedule

For Athletics, Clubs, and Music/Fine Arts, the following chart will be used to determine what the stipend will be for the duration of this contract, 2021-22 and 2022-23.

		YEAR 2-5	YEAR 6-10	YEAR 11- 15	YEAR 16- 20	21+
Level	Base					100
1	5289	53	79	106	119	132
2	4584	46	69	92	103	115
3	3879	39	58	78	87	97
4	3174	32	48	63	71	79
5	2645	26	40	53	60	66
6	2116	21	32	42	48	53
7	1411	14	21	28	32	35
8	1058	11	16	21	24	26
9	705	7	11	14	16	18
10	353	4	5	7	8	9

For transition from 2018-2021 Collective bargaining agreement to the 2021-2023 Collective bargaining agreement, the following will be applied.

- 1. All new hires will be paid according to the above table.
- 2. All sponsors or coaches paid under the 2018-2021 Collective bargaining agreement transitioning to this 2021-2023 Collective Bargaining Agreement will have their 2021-22 SY compensation established as follows: Determine the compensation, given years' experience under new table.
- 3. All coaches or sponsors shall receive annual raises in stipends based upon the table above for their years' experience.

For example: a Sponsor/Coach in group 4 with 13 years of experience would then be compensated:

cu.	¢r.	3174
Base Salary level Four:	•	-
Year 2-5 annual Increase: \$32 per year for 4 years (32x4)	\$	128
Year 6-10 annual Increase: \$48 per year for 5 years (48x5)	\$	240
Year 11-13 annual Increase: \$63 per year for 3 years (63x3)	\$	189
Total Compensation for 13 years	\$	3729
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NOTE: If any coach is needed to coach both the boys and girls sport simultaneously (for instance both the HS indoor track boys and HS indoor track Girls), any amount paid over one stipend for that sport will be negotiated by the superintendent, board, athletic director, and union president.

Athletic Placement Chart

Level 1
HS Athletic Director
HS Head Football Coach
HS Head Boys and Girls Basketball Coaches
HS Head Volleyball Coach
HS Head Wrestling Coach
Level 2
MS Athletic Director
HS Head Baseball Coach
HS Head Softball Coach
HS Head Boys and Girls Track Coaches
Level 3
HS Assistant Boys and Girls Basketball Coaches
HS Assistant Football Coaches (4 positions)
HS Assistant Volleyball Coach
HS Cross Country Coach
MS 8 th Grade Boys and Girls Basketball Coaches
MS 8 th Grade Volleyball Coach
MS Wrestling Coach
HS Assistant Wrestling Coach
Level 4
HS Assistant Baseball Coach
HS Assistant Softball Coach
MS 7th Grade Boys and Girls Basketball Coaches
MS Boys and Girls Track Coaches
MS 7 th Grade Volleyball Coach
HS Soccer Coach
MS Baseball Coach
MS Softball Coach
HS Indoor Boys and Girls Track Coaches
Level 5
HS Activity Director
HS Cheerleading Basketball Coach
HS Cheerleading Football Coach
MS Cross Country Coach
MS Assistant Wrestling Coach
Level 6
MS Cheerleading Coach
Level 7
HS Assistant Soccer Coach

The Athletic Performance Training Director (APT) will receive a stipend of \$8,000 per year.

Clubs and Music/Fine Arts Placement Chart

Clubs	Music/Fine Arts
	vel 4
HS Student Council (including concessions)	HS Madrigals/Jazz Choir, not as a class
HS Yearbook, but not a class	HS Fall Musical
Le	vel 5
	HS Marching Band
	MS Play
	HS Spring Play
Le	vel 6
HS FCCLA with state officer	HS Color/Winter Guard
	HS Jazz/Madrigal Band, not as a class
Le	vel 7
HS SADD Cost	HS Madrigals/Jazz Choir as a class
HS Senior Class Sponsor	HS Show Choir
HS Yearbook if Class	
HS FCCLA without state officer	
MS Student Council	
MS Yearbook	
HS FFA	
HS Junior Class Sponsor	
HS Scholastic Bowl	
MS Scholastic Bowl	
Le	evel 8
HS Communications	
MS Communications	
GS Communications	
Le	evel 9
HS Art Club	HS Pep Band
HS Math Counts	HS Solo and Ensemble Choir
HS Speech	HS Solo and Ensemble Band
HS Varsity Club	MS Solo and Ensemble Choir
MS Speech	MS Solo and Ensemble Band
GS Yearbook	MS S & $E - 6^{th}$ Grade Band
Spanish Club	MS S & E – 7 th Grad Chorus
Outlet Group/Psychology	MS Swing Choir/MS Acapella
	HS Jazz Band

	Level 10	
HS Assistant Senior Class Sponsor HS Freshman Class Sponsor HS NHS HS Sophomore Class Sponsor MS Assistant Student Council HS Assistant Speech HS FEA MS Assistant Speech MS Math Counts	HS Prop Director HS Musical Band HS Musical Vocal HS IMEA – Band HS IMEA – Chorus MS IMEA – Band MS IMEA – Chorus	

The following sponsors will be paid per contest attended (not for preparatory work) at the rate of \$27.90 for 2021-22 and \$29.02 for 2022-23 per clock hour, in 15-minute increments.

- HS Organizational Contest Band
- HS Organizational Contest Chorus
- HS Organizational Contest Band
- HS Organizational Contest Chorus

In addition, the Union and the Administration agree to the following language:

- 1. With prior written approval by the Superintendent, coaches and sponsors may agree to divide a stipend amount between them or combine Head and Assistant Coaching Stipends for division between then.
- 2. If, during the term of this Agreement, the Board recognizes a new extra-curricular activity or athletic activity that requires a paid sponsor or coach, the new position shall be paid at Level 9 unless otherwise agreed to by the Board and Union. The Boar shall notify the Union before formal recognition of the new, paid extra-curricular or athletic activity.
- 3. Employees who are selected by their Building Principal to serve as mentors to probationary Teachers for one school year and who have completed the mentor training by the ROE shall be paid an increment of 3% of the base salary for the school year only after mentoring is successfully completed. First-year Teachers new to the profession are the only ones who will participate in the mentoring program.

NEGOTIATED CONTRACT BETWEEN

BOARD OF EDUCATION CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 4

And

CENTRAL FEDERATION OF TEACHERS LOCAL 604 IFT-AFT, AFL-CIO

For the

2021 - 2023

This Agreement is signed this _	day of	
For the Central Federation of Teachers Local 604, IFT-AFT, AFL-CIO President Secretary	For the Board of Education Central Community Unit School District N	Io. 4
	President	
	Secretary	