

**CENTRAL COMMUNITY HIGH SCHOOL
DISTRICT #71**

**THREE-YEAR CONTRACT AGREEMENT
2022-2025**

ARTICLE 1

RECOGNITION AND DEFINITION

1.1 Recognition

The Board of Education of District #71, Clinton County, Illinois (hereinafter referred to as the "Board") recognizes the CCEA IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all certificated Employees (hereinafter referred to as the "Employee" or "Bargaining Unit Member") except for the Superintendent, administrative assistants, and Principal.

1.2 Definitions

Days: The term "days" when used in this agreement shall, except where otherwise indicated, mean working days.

1.3 The Board agrees not to negotiate with any other employee, organization, individual employee, or group of employees other than the Association, for the duration of the Agreement with regard to wages, hours, and terms and conditions of employment.

ARTICLE 2

FRAMEWORK FOR COLLECTIVE BARGAINING NEGOTIATIONS

2.1 Bargaining Notification

The parties shall commence bargaining for a successor agreement on or before June 10th of the year of the expiration of the agreement and shall bargain as per the Illinois Education Labor Relations Act and its rules and regulations.

2.2 Bargaining Authority

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting at which the tentative agreement is reached; and upon final agreement, the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption or rejection.

2.3 Availability of Contract

Within thirty (30) days after the Agreement is signed, an electronic copy of this Agreement shall be made available by the Employer and presented to each Bargaining Unit Member.

2.4 Contractual Amendment

The parties may modify or amend this agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this contract.

2.5 Impasse

If agreement is not reached on all items, either party may declare to the other in writing that an impasse exists and call for the services of a mediator. Services of the Federal Mediation and Conciliation Service will be used in cases of impasse.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 Definitions

- A. A grievance shall be defined as any claim by a bargaining unit member or the Association that there has been a violation of the Agreement.
- B. All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all week days when district offices are normally open.

3.2 Procedures

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

- A. Step I--the grievant, within twenty (20) days of the occurrence or when the grievant might reasonably have had knowledge thereof, shall present the grievance in writing to the Superintendent or his/her designee, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be

provided with the supervisor's written response, including the reasons for the decision.

- B. Step II--If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant may submit the grievance to the Board of Education within ten (10) days of receiving the Step I answer. The Board shall allow the grievant to present his/her case to the Board at the next regularly scheduled Board meeting. If an appeal is made within ten (10) days of a regularly scheduled Board meeting, the Board shall hear the grievance at the next scheduled meeting after the first regularly scheduled meeting.
- C. Step III--If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within thirty (30) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. If within fifteen (15) days of the filing of the demand with the Employer the parties cannot agree on an arbitrator, the demands shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

3.3 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

3.4 Class Grievance

Class grievances involving one or more Employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

3.5 No Reprisals Clause

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

3.6 Released Time

Should the investigation or processing of any grievance require that an Employee or an Association representative be released from his/her regular assignment, the Employee and/or Association representative shall be released without loss of pay or benefits.

3.7 Filing of Materials

All records related to a grievance shall be filed in one grievance file.

3.8 Grievance Withdrawal

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

3.9 No Written Response

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

3.10 Costs

The fees and the expenses of the arbitrator shall be shared equally by the parties.

3.11 Court Reporter

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

3.12 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

3.13 Settlement

By mutual agreement, a grievance may be settled at any step without establishing precedent.

3.14 Grievance Forms

All grievance forms shall be mutually developed and agreed to by the parties and become a part of this contract and attached hereto.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 Rights to organize and participate

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of service and the quality of the educational environment.

4.2 Rules and Regulations Governing Employees

Rules and regulations governing Employee conduct shall be consistent with district rules and regulations.

4.3 Employer Hearings/Employee Rights

When any Employee is required to appear before an administrator, an Employer committee, or Board of Education or Board of Education member concerning any matter which is evaluative or disciplinary in nature, which could adversely affect the continuation of that Employee in his/her position of employment, or his/her salary or any salary pertaining thereto, the Employee shall be given timely notice for such a meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. This notice applies only to situations to be included in the personnel file.

4.4 Preparation Period

Employees may be permitted to leave the building during any preparation period with permission of the administration.

4.5 Rules and Regulations

The employer will make its rules regulations and policies readily available to its employees upon request. Copies of building policies, regulations and rules shall be distributed to each Employee on the first day of school. Changes in existing policies, regulations and rules shall be given to each Employee immediately preceding implementation.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 Pertinent Information

The President of the Association shall be provided with a copy of the minutes of all Board of Education meetings within one week from the date they are approved.

A copy of the agenda for all regularly scheduled and special Board meetings, monthly financial reports, policy changes, approved budgets, final annual audits, and the statement of monthly bills shall be provided to the Association President at the same time such information is provided to the Board. The Board shall furnish information concerning seniority and experience and compensation of bargaining Unit members.

5.2 Facilities, Use of

The local Association shall have the right, with the approval of the Superintendent, to use the school building for meetings at a time when school is

not in session and when such meetings do not interfere with instructional and/or extracurricular programs.

5.3 Equipment, Use of

With the approval of the Superintendent, the Association shall be allowed reasonable use of school equipment, providing that such does not interfere with instructional and/or extracurricular programs. The Association will purchase the supplies and materials used in Association business. Announcements may be made over the intercom, placed on the daily school bulletin, and posted on the bulletin board provided that such announcements have no impact on the student body.

5.4 Association Rights-Exclusive

The rights granted to the Association in this agreement shall not be granted or extended to any competing Employee organization.

5.5 Mailboxes

The Association may use faculty mailboxes for in-house communications.

5.6 Payroll Deduction

The Superintendent shall be given signed authorization forms for membership payroll deduction. Forms must be received fifteen (15) days prior to issuance of the first check under the new contract terms except for new employees, who have until October 1 to submit the authorization forms. The authorization shall remain effective from year to year unless notice is given in writing to the Superintendent.

5.7 Association Leave

In the event that the Association desires to send representatives to a local, state or national conference a limit of two teachers may be gone a total of six days. This leave shall be provided with no loss of pay provided the Association reimburses the district the cost of the substitutes. Written notice must be given to the superintendent in advance.

ARTICLE 6

WORKING CONDITIONS

6.1 Calendar

The employee work year shall be consistent with The School Code.

6.2 Length of Workday

The length of the workday shall be from 8 a.m. through 3 p.m. All Employees shall have a duty-free lunch period equal to the student lunch period or 30 minutes, whichever is greater, and a preparation period equal in length to 1 class period.

If a teacher is requested to substitute for another teacher during his/her preparation period, the teacher will receive additional compensation of \$20 per hour.

Any Employee assigned a duty in lieu of a preparation period shall receive additional compensation equal to 1/7 of the teacher's scheduled salary.

All employees, in addition to regular class activities, will be required to attend scheduled parent/teacher conference sessions and to work on committees, surveys, reports, and school public relations. Any teacher who does not perform his/her assigned conferencing duties on parent-teacher conference day shall be charged one-half day of leave time (sick or personal as appropriate) for each conference day or portion thereof the teacher is absent.

6.3 Telephone

Employees may use telephone facilities for private personal calls of reasonable length and frequency and shall report and reimburse the school for long-distance personal calls.

ARTICLE 7

EMERGENCY SCHOOL CLOSING

7.1 Notification Procedure

Notification of the closing of the school will be made by the automated phone notification system and local television and radio stations.

7.2 Bomb Threat Procedure

In the case of a bomb threat, the school shall be closed until a thorough search shows the building to be clear of any such device. No Employee shall be asked to search for a bomb.

ARTICLE 8

LEAVES

8.1 Sick Leave

Sick leave shall be charged on the basis of the class period(s) of absence as follows:

Less than one class period of absence – no charge of leave

One period through 3½ class periods of absence – charge of ½ day

Greater than 3½ class periods of absence – charge of a full day

(The units above are defined as any period of time equivalent to a class period, including preparation period, as assigned to employee during the work day.)

Each employee shall be entitled to twelve (12) paid sick leave days per year, which shall be available for use by the employee. Employees may contribute any of such days to a common sick leave bank, provided the sick leave bank at the time of the contribution contains fewer than two hundred forty (240) days. The common sick leave bank may be used by employees who are found, pursuant to the procedures described below, to be in need of additional sick leave. No sick leave bank contribution shall be refundable (no days contributed to the bank shall be returned to any employee except pursuant to the procedures contained herein) and no sick leave bank contribution shall be compensated for in cash (other than as sick bank withdrawal pursuant to the procedures contained herein) or as credit for retirement.

Personal sick leave may accumulate to a maximum of three hundred fifty (350) days. Upon retirement, employees shall have the option of either 1) pay at half the sub rate for unused sick days accumulated over one hundred seventy (170) and up to three hundred fifty (350) days (provided, however, that such days are not being used as TRS service credit); or 2) contribute all or a portion of such days to the sick leave bank (contributed days cannot be used for service credit.) An employee may elect to receive compensation for unused sick leave not used for service credit. The payment will be made in a lump sum after the employee is no longer employed by the district subsequent to the employee's receipt of his or her final paycheck for regular earnings but within sixty days of the employee's last day of employment.

The sick leave bank shall be administered by the Association. Only full time, regularly employed members of the bargaining unit shall be eligible to contribute to the bank and only such employees shall be eligible to withdraw days from the bank, provided however any such employee shall have met each of the following eligibility requirements:

1. The employee shall have used all his or her available paid sick and/or personal leave and shall have no current or accumulated sick or personal leave; and
2. An employee seeking to withdraw days from the bank shall have completed two (2) continuous, full time years of service in the employ of the Board of

Education of Central Community High School No. 71 prior to receipt of any day withdrawn from the bank; and

3. Sick leave days may be withdrawn for a serious illness or accident suffered by the employee, the employee's spouse or a dependent of the employee; and
4. No withdrawal shall be approved in excess of sixty (60) work days in a single school term.
5. In instances specifically pertaining to COVID-19 related illness or quarantine (for either the teacher or their immediate family members) all aforementioned sick leave bank requirements will be waived. If approved by the CCEA, Teachers may use sick leave bank days for any COVID-19 related absences.

8.2 Personal Leave

Each Employee shall be entitled to 2 days of paid leave per year to be used for personal business. Employees shall notify the Employer of request at least one week in advance. (Personal Leave will be charged in same manner as previously described in Section 8.1 regarding Sick Leave.)

Unused days may accumulate to a maximum of five (5) days. Days accumulated in excess of five (5) will be paid at a rate of the current sub pay on a yearly basis or shall (at the option of the teacher) accumulate to sick leave. At retirement a teacher may elect to be paid for all unused personal days at the sub pay rate per day or the teacher may convert them to sick days.

8.3 Bereavement

Each bargaining unit member shall be granted two (2) days of non-accumulative leave annually for each occurrence of death(s) in the immediate family. Bereavement leave shall be a grant of leave in addition to sick or personal leave and such leave shall not be deducted from sick or personal leave totals. For purposes of this provision, immediate family shall mean: parents, spouse, brothers, sisters, children, step children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

8.4 Professional Leave

Each Employee shall be entitled to not less than two (2) days of paid nonaccumulative leave to attend professional conferences, meetings, or workshops within the employee's field of employment each year.

8.5 Jury Duty and Related Appearances

Any Employee who is called for jury duty or who is subpoenaed to testify will be excused with no loss of pay or benefits. Any pay received for jury duty will be reimbursed to the school.

8.6 Non-paid Leaves of Absence

Requests for leaves may be granted without pay to any tenured employee who has rendered satisfactory service to the district and who desire to return to his/her former position at the end of such leave.

Requests for leaves must be in writing and the dates of departure and return stated.

Employees on approved leaves will retain accumulated sick leave, seniority, and tenure, but will not be credited with any during the leave. Employees may purchase insurance usually provided by the school if the insurance company approves.

Non-paid leaves may be granted for

- A. Military Leave--A military leave of absence shall be granted to any Employee who is inducted for military duty or who is called to active duty in the National Guard or Reserve.
- B. Maternity/paternity/Child-rearing Leave--The Employer may grant maternity/paternity/child-rearing leave upon written request for such leave. The leave shall be no longer than 4 semesters and may be terminated early by mutual agreement of the teacher and the superintendent.
- C. Sabbatical Leave--The Employer may grant sabbatical leave of 4 months to 1 year for study, travel, or other purpose designed to improve the Employee's effectiveness in the school system.
- D. Board-Approved Leave--The Board may grant a leave of absence of not more than 2 years to an Employee for good cause and reasonable need shown. The leave may be terminated early by mutual agreement of the teacher and the superintendent.

ARTICLE 9

TEACHER EVALUATION

9.1 Evaluation

The District shall comply with Illinois School Code section(s) 24A-1 et seq. with respect to evaluation. If, in any respect, Article 9 of this contract is inconsistent with the School Code provisions governing evaluation, The School Code shall control.

Non-tenured teachers shall be evaluated at least twice each year. Tenured teachers who during the their last evaluation cycle were rated as either “excellent” or “proficient shall be evaluated at east once every three (3) years.

The district PERA joint evaluation committee shall be made up of an equal number of representatives from the Association and the District. The Association shall appoint its association representatives. The PERA joint committee will meet at least once each year to review the district’s evaluation plan and process. Any modifications to the teacher evaluation plan will be made by the PERA committee by January 31 in accordance with Article 24A of the Illinois School Code and 23 IL Administrative Code, Part 50, and related administrative rules.

9.2 Evaluation Procedures

Within the first six (6) weeks of the school year, each employee shall be acquainted by a member of the administrative staff with the evaluation procedures to be used.

9.3 Evaluation/Pre-observation Conference

Each teacher shall have one (1) pre-observation/goal setting meeting with the appropriate evaluator before the first observation in any year in which the teacher is to be formally evaluated.

9.4 Evaluation-Report of Observation

After each in-class observation of each tenured teacher, said teacher shall be provided a report of observation from the administration. This report shall be transmitted in a simple format.

9.5 Evaluation-Meetings

The evaluator shall have a meeting with the employee within five (5) school days following the completion of evaluation of observation (as necessary) or the student performance growth unit of study summary (whichever comes later) to discuss the evaluation. The employee shall be provided with a copy of the evaluation.

9.6 Evaluation-Right to Respond

The employee shall have the right to attach a response to his/her evaluation which is placed in the employee's personnel file.

9.7 Evaluation-Deficiencies

The evaluator will discuss deficiencies and their ramifications, and shall suggest reasonable corrective actions of these deficiencies, both in relationship to instruction and remediation, with the employee.

9.8 Evaluation Plan Incorporation

The evaluation plan as agreed to with the Association and on file with the State of Illinois shall be followed.

ARTICLE 10

REMEDICATION OF TENURED TEACHERS RATED “UNSATISFACTORY”

10.1 Please refer to Section 24-A of the Illinois School Code.

ARTICLE 11

PERSONNEL FILE

- 11.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE--Only one official file shall 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 ninety (90) 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.
- 11.2 RIGHT TO RESPOND TO MATERIALS IN FILE--Within thirty (30) days following the date any material is entered into the Employee's personnel file, the Employee shall have the right to respond and his/her response shall be attached to the file.
- 11.3 RIGHT TO EXAMINE FILE--An Employee shall have the right to examine his/her personnel file and to have a representative of the Association accompany his/her in such a review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review. Employees must provide 24-hour written notice to administration to review file.
- 11.4 RIGHT TO REPRODUCE MATERIALS IN FILE--Upon the employee's request, the Employer shall reproduce one (1) copy of any materials in the Employee's personnel file at no expense to the employee.
- 11.5 RIGHT TO GRIEVE MATERIALS IN FILE--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. Such material will remain with the copy of the arbitration or grievance result.

ARTICLE 12

DISCIPLINE OR DISMISSAL

- 12.1 **JUST CAUSE DISCIPLINE**--No Teacher shall be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, and suspensions. At the time such action is taken, written notice of the specific ground forming the basis for disciplinary action will be delivered to the Teacher and the Association.

Immediate action affecting the employment status of a Teacher may be taken by the Board pending investigation of the charges.

A teacher may be removed immediately from his/her teaching assignment with no loss of pay during the course of an investigation of serious charges against that teacher.

- 12.2 **JUST CAUSE PROCEDURE**--Demotion, discipline or other involuntary change in the employment status of any Employee shall be preceded by:

- A. The faithful execution of the evaluation procedure and the honoring of all Employee's rights included in this agreement and applicable statutes.
- B. A conference with the Employee by the appropriate administrator prior to taking any action.
- C. A written explanation for the action to the Employee.
- D. A complete review of the Employee's personnel file with the Employee and his/her representative.

- 12.3 **EVIDENCE RESTRICTIONS**--Evidence not previously recorded in the Employee's personnel file prior to the notification of the demotion, discipline, or other involuntary change in the employment status shall not be used by the Board as a basis for its actions.

- 12.4 **REPRESENTATION AT DISCIPLINE MEETINGS**--In the event an administrator requires an Employee to attend a meeting for the purpose of disciplining said Employee, the Employee, upon request, may have an Association representative present. The Employee shall be given prior written notice of the reasons for such a timely meeting.

ARTICLE 13

EFFECT OF AGREEMENT

13.1 Complete Understanding

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

13.2 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 this 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.

13.3 No Strike

During the term of this Agreement, the employees agree not to strike, or engage in, support, or encourage any concerted refusal to render full and complete services to the school district, or to engage in or support any activity which would disrupt in any manner the operation of the school.

13.4 Individual Contracts

Individual contracts or employment agreements shall be consistent with the terms and conditions of this Agreement.

13.5 Maintenance of Standards

All terms and conditions of employment addressed in this contract shall be maintained at the same standards until a successor agreement is ratified.

13.6 Management Rights

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board in the teacher handbook. Teachers will receive copies of the handbook annually and policy changes within 5 days. No teacher will be disciplined regarding new policies until he/she receives a copy.

It is expressly understood and agreed that all functions, rights, powers or authority of the Administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board; providing, however, that no such right shall be exercised so as to

violate any of the specific provisions of this Agreement or the provisions of the Illinois Education Labor Relations Act.

It is also understood that this does not preclude any teacher's right to openly communicate with any member of the Board of Education, nor does it preclude the Administration's right to openly communicate with any employee.

ARTICLE 14

REDUCTION IN FORCE

- 14.1 NOTIFICATION OF RIF - Should the Employer consider a reduction in the number of Employees, the Association shall be given written notice, not less than forty-five (45) days preceding the end of the school term.
- 14.2 NEGOTIATIONS WITH ASSOCIATION - Input on possible options to the planned RIF may be expressed at a meeting between association representatives and the superintendent. Alternatives to the planned RIF may be presented to the Board of Education.
- 14.3 REDUCTION BY DISTRICT SENIORITY

- A. Procedures for Staff Reduction - If the number of positions must be reduced, the employees who are subject to removal shall receive notice by certified mail at least forty-five (45) days before the end of the school term. The District shall comply with Illinois School Code sections 24-11 or 24-12 (105 ILCS 5/24-12) with respect to reduction in force. If, in any respect, Article 14 of this contract is inconsistent with The School Code, The School Code shall control.

Seniority - Seniority is defined as the number of consecutive, full years of continuous service to the District. For purposes of determining seniority, the following will apply:

- 1. The teacher shall begin accumulating District seniority upon the first day of school in the school year in which he/she is employed. However, teachers employed after the first day of school for the current school year will begin accumulating District seniority on the day they begin work.
- 2. Less than full-time, consecutive years of employment shall be counted as continuous service on a pro-rata basis.
- 3. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District; however, during the period of an unpaid leave of absence seniority shall not accrue. Only the following shall interrupt continuous service: resignation or dismissal, retirement and layoffs when recall rights expire.

4. If the teacher resigns and is subsequently re-employed in the District, years of continuous service shall not accrue upon his/her re-employment in the District.
 5. The breaking of ties shall be done by the casting of lots.
- B. Rights of Dismissed Employees - An Employee who is dismissed due to reduction in force and who becomes licensed or qualified for additional position(s) shall retain his/her district seniority rights for positions available the second succeeding year over any other RIF'd Employee who has less district seniority and who is licensed and/or qualified in the same area(s). The Employee shall have the responsibility of keeping the Employer informed of any additional licensure.
 - C. Exceptions to Seniority - An exception to 14.3.B would be where said Employee subject to removal is the only Employee licensed and/or qualified to work in an existing program.
 - D. Employee on Leave of Absence - Employees who are on an approved leave of absence shall be subject to this article.
- 14.4 RE-EMPLOYMENT PROCEDURE AFTER LAY-OFF - An Employee who has been honorably dismissed pursuant to this Article shall have recall rights as follows:
- A. RECALL RIGHTS - Recall rights shall be in effect from the date of termination through one calendar year (Change due to 105 ILCS 5/24-12) from the beginning of the school term next following his/her dismissal.
 - B. RETAINED RIGHTS AFTER RECALL - Recalled Employees shall have the accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.
 - C. NOTIFICATION OF RECALL - The Employer shall send recall notice to the appropriate licensed Employee as required by statute (105 ILCS 5/24-11; or 105 ILCS 5/24-12, whichever applies. A copy of this article will be enclosed with the notice. Notice will be sent to the last address on file with the Employer. The Employee is responsible to inform the office of the Superintendent of any changes in address. The Employee must give a written response postmarked within seven (7) days of receipt of the notice of vacancy.
 - D. EMPLOYEE'S OBLIGATION TO RESPOND - Any Employee who fails to respond to a proper notice of vacancy will lose his/her rights to recall pursuant to this Article. Other provisions of this Article to the contrary notwithstanding, if a properly notified Employee is not immediately available due to reasons beyond the Employee's control, such Employee may claim right to the vacant position by giving written notice to the Employer within seven (7) days of receiving proper notice of vacancy.

The notice of claim to a vacant position will state the date of availability of the Employee. The Employer will, in such cases, fill the vacancy on a temporary basis until the date of availability so designated.

- E. TEMPORARY OR PART-TIME POSITIONS - Temporary and/or part-time positions will be first offered to Employees with recall rights in the same order as for permanent positions. Acceptance or refusal of a temporary and/or part-time position will not affect the recall rights of an Employee.

ARTICLE 15

COMPENSATION AND RELATED PROVISIONS

- 15.1 LIFE INSURANCE--The Board shall provide each Employee \$20,000 in term life insurance with premium to be paid by The Board as a portion of the health insurance amount established in this contract.
- 15.2 ACCIDENTAL DEATH AND DISMEMBERMENT-- Accidental Death and Dismemberment Insurance equal to 100 percent (100%) of the Employee's annual salary rounded to the nearest one thousand dollars (\$1,000) shall be provided for each Employee with premium to be paid by The Board as a portion of the health insurance amount established in this contract. The principal sum would be payable for loss of life due to accident or for loss of sight of both eyes or the loss of both hands or feet. One-half (1/2) of this sum shall be payable for the loss of one foot, one hand, or the sight in one eye.
- 15.3 HEALTH INSURANCE--The Board shall pay health insurance premiums up to \$610 per month for the duration of the contract to include hospital-surgical-major medical and prescription program for single or full family, whichever the employee selects. Employees who choose the single coverage will be compensated the difference between single coverage cost and the maximum monthly amounts listed above.

A District Health Insurance Committee shall be formed comprised of five bargaining unit members selected by the Association and two non-licensed employees. The committee may recommend provider(s) and coverage(s) to the employer through the employer-selected broker(s). At least once during the duration of this Agreement, the employer shall select multiple brokers for the committee's consideration on options of provider(s) and coverage(s). The insurance committee created under this provision shall not be a bargaining committee as defined in the Illinois Educational Labor Relations Act. The committee shall be advisory only and all bargaining on the subject of employee insurance shall occur during normal bargaining cycles by the authorized bargaining representatives of the employer and the employees and the committee's role shall be wholly to investigate and to provide suggestions to those groups. The committee's function shall not be considered to be bargaining and

this statement is intended as an explicit waiver of bargaining. The employer shall have authority to approve or reject any or all recommendations of the committee for any reason including, but not limited to, ensuring compliance with laws affecting full or partially employer-funded insurance coverage.

- 15.4 MILEAGE--Employees shall be paid the current IRS rate per mile for all approved mileage to perform their assigned duties within the district and outside the district.

15.5 PAY DATES

- A. Employees may choose one of the following options:
1. Twenty-four (24) payments on the 10th and 24th of each month for twelve (12) months.
 2. Eighteen (18) payments on the 10th and 24th of each month for nine (9) months.
 3. Twelve (12) payments on the 10th of each month for twelve (12) months.
 4. Nine (9) payments on the 10th of each month for nine (9) months.
 5. Employees who elect payment over twelve (12) months may elect to receive June, July, and August payments in a lump sum received by the 10th of June.
- B. All salary payments will be made only by automatic deposit in account(s) at institution(s) of employee's choice. If a regular pay date falls on weekend or holiday, automatic deposits are issued on preceding business day.

- 15.6 RETIREMENT FUND CONTRIBUTIONS--The Board shall pay the Employee's contributions to the State of Illinois Teachers Retirement System (TRS) and the Teacher's Retirement Insurance Program (TRIP), except that, during the life of this Agreement if an additional employee contribution to either TRS and TRIP shall be required by new legislation, one half of that new or additional contribution shall be picked up and paid by the employer and one half of that new or additional contribution shall be deducted from each employee's salary.

Definitions applicable to this provision: "during the life of this Agreement" means any legislation that takes effect on or after July 1, 2019, and; "new or additional" means any contribution required in addition to the amount employees are required to contribute (by law) for TRS and TRIP on June 30, 2019.

15.7 SALARY SCHEDULE

Any bargaining unit employee who was employed at Central Community High School District No. 71 during or before the 2015-2016 school term and who has been employed continuously and has had no break in service to Central Community High School District No. 71, shall be placed on and shall be paid on

the salary schedule set forth in Appendix A, which is attached to and incorporated in this Agreement. Any bargaining unit employee initially hired for the 2016-2017 school term or thereafter, shall be placed on and shall be paid on the salary schedule set forth in Appendix B, which is attached to and incorporated in this Agreement. Both schedules shall be based on a 185-day school calendar as negotiated by the Board and the Association.

15.8 VACANCY POSTINGS

Vacancies occurring within the District, including newly created positions, shall be delivered via memorandum through school email and posted on a designated bulletin board for forty-eight hours (to allow internal applicants first right to apply) before such positions are posted externally. The position(s) as described above shall be posted for at least fifteen (15) days before being permanently filled.

15.9 SUPPLEMENTAL JOBS - NEGOTIATED--If during the term of the Agreement, the Board shall create any additional supplemental job, the rate of pay shall be determined by negotiations between the Board and Association. These assignments may be made only with the consent of the employee. Supplemental jobs are defined as any assignments that are in addition to the normal work schedule and/or that exceed the normal work day.

15.10 SUPPLEMENTAL JOBS--SALARY SCHEDULE AND PAYROLL PROCEDURES

- A. The supplemental pay schedule shall be as set forth in Appendix B which is attached to and incorporated into this agreement.
- B. Personnel involved in supplemental jobs for payment will sign a separate contract.
- C. Supplemental pay shall be a lump sum at the completion of the activity.
- D. Supplemental pay is subject to TRS which the Board shall pay.
- E. According to IRS, all supplemental payments must be written on payroll checks and shown as income on W-2 forms.

15.11 PART-TIME TEACHER'S SALARY

- A. Placement on the salary schedule shall be according to experience and degree held.
- B. Salary will be determined by the number of class hours taught divided by six (6). That total divided by one hundred eighty (180) days equals pay per days actually taught.

- 15.12 PREVIOUS YEARS OF EXPERIENCE - A teacher who has taught at least 80 days in a school previous to his/her employment at Central High School will receive credit for one year of experience on the Central High School salary schedule. A minimum of 10 consecutive days of teaching will be necessary for the days to count toward the 80.
- 15.13 FORM OF EXPERIENCE - Beginning with teachers initially hired for the 2013-2014 school term, and for every teacher hired thereafter, prior experience credit shall be recognized on the salary schedule for each full year of full time teaching experience in a public elementary or secondary school. "Public" shall mean a school district recognized as a public school by the applicable state board of education.
- 15.14 HORIZONTAL MOVEMENT ON SALARY SCHEDULE - A teacher will be awarded additional pay as stipulated in salary schedule for completion of courses that can be applied to a post-graduate degree. Advancement across the salary schedule for CTE teachers may be granted for any coursework that would enhance our current course offerings, pending administrative approval.

Application must be made with the Superintendent, prior to the start of the semester the employee is applying for horizontal movement on the salary schedule, and official transcript must accompany application in order to be approved. If the application is submitted after the start of the semester, then horizontal movement will not be applied to the salary schedule until the successive semester.

ARTICLE 16

TEACHER SALARY ENHANCEMENT AND SEVERANCE PROGRAM

16.1 Qualifications

In order to be eligible for the District's retiring Teacher Salary Enhancement Program, a teacher must meet the following qualifications on the date of retirement:

- A. The teacher must have been employed by Central Community High School District for not less than fifteen years and must not be a teacher whose employment is endangered because of alleged misconduct at the time a retirement request is made; and
- B. The teacher shall not elect any retirement program that requires a payment or contribution by the District. If an employee exercises a TRS retirement option that requires an employer penalty or employer contribution (ERO, for example), the employer shall be permitted to recover from the employee (without contest from the employee or the Association) any payment to the employee made pursuant to this provision (Article 17.)

Teachers electing to participate in the one year program shall, by no later than the first day of December of the year of retirement, submit to the Board of Education

an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the current school term.

Teachers electing to participate in the two year program shall, by no later than the first day of December preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the subsequent school term.

Teachers electing to participate in the three year program shall, by no later than the first day of December two years preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the school term two years out.

Teachers electing to participate in the four year program shall, by no later than the first day of December three years preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the school term three years out.

16.2 Salary Enhancement

The salary enhancement provided under the terms of this program shall be as follows:

- A. Teachers qualifying and applying for this salary enhancement program shall have their prior year TRS creditable earnings increased in their final year(s) of employment by six percent (6%). (example: TRS gross creditable earnings for base year equals \$50,000; next year's TRS gross creditable earnings equal \$53,000 provided performance remains the same in each year). The definition of the six percent increase in creditable earnings shall follow the TRS definition of what is included in creditable earnings for purposes of salary cap computations. Both parties contemplate that the six percent (6%) increase presupposes that the teacher's performance and duties shall remain constant during the period of time wherein an enhancement is paid. Any decrease in the teacher's work performance (dock day(s), a reduction in load resulting in a reduction in pay, reduction to part time status or a resignation from an extra duty shall decrease the teacher's pay by the amount of the decrease in performance or shall result in additional draw from the \$9000 as described in Section B below. Where applicable to multiple years, the 6% increase shall be compounded to result in 106% of the previous year's 106%. In the final year of employment, a teacher's enhancement may require that conservative calculations be employed to leave allowances for the inclusion of lump sums payments (unused accumulated sick leave, e.g.) inside the six percent (6%) cap.
- B. For each applicable year, the Board shall, to the extent practical, make the

salary enhancement payment in one lump sum prior to the end of the fiscal year. The total dollar amount of salary enhancement available to any teacher shall be \$9000 over the life of the enhancement period. Enhancement period shall be defined as beginning with the teacher's irrevocable notice of retirement and ending with the teacher having been paid the entire \$9000 or with last enhancement payment to the teacher which shall be made after the teacher's last paycheck is issued but not later than sixty days after the teacher's last day of regular duty, whichever shall occur first. The portion of the enhancement payment to be made as creditable earnings in any year shall be calculated by deducting the teacher's TRS gross in the previous work year from the teacher's TRS gross in the current work year. A portion of the \$9000 available shall then be added to the teacher's TRS gross for the current work year so that the resulting TRS gross for the entirety of the current work year shall equal 106% of the previous year's TRS gross. The portion of the \$9000 that was thus added to the current year's salary shall be deducted from the \$9000 initially available and the remainder shall be available for enhancement in future years or as post-retirement payment. The calculation for any year wherein a TRS creditable earnings enhancement payment can be made without causing the teacher's creditable earnings to exceed 106% of the previous year's creditable earnings shall be exactly as above except that the \$9000 initially available shall diminish as amounts from it are used to increase creditable earnings from year to year.

- C. *The Post Retirement Severance Package* Any amount remaining in the initial enhancement amount (\$9,000 less amounts used year by year to increase creditable earnings) shall be paid to the qualifying teacher as a lump sum post retirement payment after the teacher receives his or her last payroll check after retirement but sooner than sixty (60) days after the employee's last day of service to the district. The intent of the parties is that such payment shall not be TRS creditable earnings and if TRS should determine that such payment is creditable earnings this provision shall be executed consistent with the TRS determination and rewritten to express the intent of the parties.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or

additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of creditable earnings up to 106% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

ACCEPTANCE OF AGREEMENT

This agreement shall be in effect from 7/1/2022 - 6/30/2025.

In witness of:

For the Central Community
Education Association

For the Central Community
Board of Education

President

President

Date

Date