

2021-2024
AGREEMENT BETWEEN
THE UNIT FOUR TEACHERS' ASSOCIATION IFT/AFT, LOCAL #4708
AND THE
BOARD OF EDUCATION OF
COMMUNITY UNIT SCHOOL DISTRICT #4,
ADAMS AND HANCOCK COUNTIES, ILLINOIS

Effective August 19, 2021

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ARTICLE I

Recognition

1.1 Recognition

- A. The Board of Education of Community Unit School District # 4, Adams and Hancock Counties, Illinois, hereinafter referred to as the "Board", hereby recognizes the Unit Four Teachers' Association IFT/AFT, Local #4708, hereinafter referred to as the "Association", as the exclusive and sole negotiation agent for all certificated teaching personnel, full, and regularly scheduled part-time at the Board of Education of Community Unit School District #4, Adams and Hancock Counties, Illinois, except: Superintendent and Principals. The Association shall provide to the Superintendent by August 1st of each year and thereafter as changes occur the names, addresses and telephone numbers of the Association's officers and representatives.
- B. The Board agrees not to negotiate with any teachers' organizations representing an individual teacher or teachers other than the Association for the duration of this agreement.

ARTICLE II

Management Rights

2.1 Generally

It is the law of the State of Illinois and it is agreed that the determination and administration of school and educational policy, the operation and management of the schools, and the selection, direction and control 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. The decision of the Board of Education in matters pertaining to the determination and administration of school or educational policy, the operation and management of the schools, and the selection, direction and control of employees shall be final and not subject to a grievance, except to the extent the Board has exercised its discretion by entering into a provision pertaining to such subjects in this agreement.

2.2 Reservation

Any of the rights, powers, responsibilities and authorities the Board had prior to entering into this agreement whether or not specified in this agreement are retained by and may be exercised in the sole discretion of the Board, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

ARTICLE III

Employee and Association Rights

3.1 Personnel File

A teacher, upon four (4) workdays advance written notice submitted to the Superintendent or the Superintendent's official designee, shall have the right to review and copy the contents of the teacher's personnel file with the exception of pre-employment confidential materials at the customary fee. Said review shall take place during the regular hours established for the Unit Office. The Superintendent or the Superintendent's designee shall be present during the review. The teacher shall have the right to seek corrections and attach dissenting material to any item in the teacher's file. The four (4) workdays may be extended to up to ten (10) workdays in the event an emergency prevents an earlier opportunity to inspect.

3.2 Right to Witness

When any teacher requests or is required to appear before the Board or administration concerning any matter which could adversely affect such teacher's employment, position, or salary, the teacher shall be entitled to have at the teacher's initiative a representative of the teacher's choice present. When any teacher requests to appear before the board, the board shall be advised in advance of the reasons for the request and the name of the representative, if any, who will be present. Further, when any teacher is required to appear before the board, the teacher shall be advised of the reasons for the requirement.

3.3 Dues Deduction

The Employer 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 their dues in accordance with the terms in which they 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 Association once each month through electronic transfer. An alphabetical excel 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 Association electronically.

3.4 Meetings, Notices and General Information

The Local Association shall not be denied the following as long as teachers are under regular working conditions:

- A. The use of school buildings for meetings as long as it does not conflict with school activities and with the permission of the Building Principal.
- B. The use of employee mailboxes, inter-school mail, and designated bulletin boards for association information. Administration will be informed of items posted on the bulletin board and placed in mailboxes.
- C. The use of equipment, if not being used for school use and with the permission of the Superintendent or Building Principal, provided the Association pay for, or provide, all materials. Copies may be obtained in the central office for the customary fee.

3.5 Association Representation

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property in areas designated by the Superintendent, so long as such meetings do not interfere with regular or extracurricular school activities.

ARTICLE IV

Working Conditions

4.1 Calendar

The Board shall annually prepare a calendar for the school term, specifying the opening and closing dates and providing a minimum term of at least 185 days to insure 176 days of actual pupil attendance, computable under Section 18-8; any days allowed by law for teacher's institute but not used as such shall increase the minimum term by the school days not so used. The school calendar shall comply with Section 24-2 regarding legal school holidays.

The Board may specify a closing date earlier than that set on the annual calendar when the district has provided the minimum number of computable days under Article X, Section 10-19.

The Board may schedule more emergency days than are included above, but these additional days if not used, shall not become additional working days.

A committee comprised of representatives of the Union, selected by the Union, and representatives of the District, selected by the District, will work cooperatively to develop two school calendars prior to March 1st preceding the coming school year. These two calendars will be voted on by the bargaining unit members. The bargaining unit members' calendar preference will be recommended to the Board for their consideration.

4.2 Preparation Time

- A. Junior and Senior High School Teachers shall have one of the class periods per day, plus the additional time prior to and after the student day, as preparation time. A class period will be that period generally applicable to assignments of teachers for middle and high school grades as established by the Board of Education from time to time. For example, if 44-minute class periods are established for the year, the class period available for preparation will be 44 minutes in length.

Similarly, for example, if 78-minute class periods are established for the year, the class period available for preparation will be 78 minutes in length. The preparation time will be reduced by any in-school substitution time which need not be the entire preparation period.

- B. Preparation time for elementary grades shall be established by the Building Principals in each building with a minimum of 30 minutes per day with an average of 200 minutes per week during the full instructional day. Preparation times may vary due to staffing and scheduling variations.
- C. Any preparation time may be used at the discretion of the individual teacher, provided that preparation time shall be used at the teacher's assigned building and solely for the purpose of preparing for instruction or other bona fide duties and responsibilities of the teacher related to the teacher's assignments, such as grading papers, photocopying of student work papers or tests, talking with the parents or guardians of students or talking with other members of the staff regarding student or academic-related matters.

4.3 Pupil Problems

The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom. Teachers should feel free to refer special cases, with extenuating circumstances, to the Building Principals for assistance. A discipline committee comprised of members of the Union, selected by the Union including the Union President or his/her designee, and representatives of the District including the Superintendent or his/her designee, selected by the District, will work cooperatively to develop implementation procedures for each building's discipline policy. The committee may meet annually prior to the end of the school year to review the policy and make necessary changes in order to ensure a positive learning environment.

4.4 School Day

The length of the assigned and regular school day for teachers shall not exceed seven and three quarters (7 3/4) consecutive hours. However:

- A. On institute days, the assigned and regular school day shall not exceed the normal length of a school day.
- B. Teachers will individually be allowed to leave the end of year institute or workshop, if all duties assigned by the building principal have been satisfactorily completed and final grades, reports, inventories, and records have been duly submitted.
- C. On days students are dismissed before the regular dismissal time for holidays and other unplanned or emergency situations as determined by the Superintendent, teachers will be allowed to leave at a time specified by the building principal not more than thirty (30) minutes after all students are dismissed.
- D. Teachers may be required to attend commencement and/or open house, although on such occasions, teachers may be required to perform such duties or responsibilities outside the assigned and regular school day.
- E. Teachers, or groups of teachers, may be required to remain for and participate in curriculum planning thirty (30) additional minutes after the assigned and regular school day once each school quarter when students of those teachers are dismissed at least one (1) hour before the time those students are regularly dismissed, to allow for curriculum planning. This language would not apply in any school year when the calendar includes one-half day School Improvement Planning days.
- F. With the permission of the building principal, teachers may be allowed to leave between the student dismissal time and the end of the school day for the purpose of:
 - 1. Medical appointments for themselves or a member of their immediate family or household as defined for purposes of sick leave when such appointment is required by bona fide emergency; or
 - 2. Extraordinary pressing personal affairs which cannot otherwise reasonably be scheduled.

The time teachers are allowed to leave early must be made up at a time mutually agreed upon by the building principal and teacher involved.

- G. On parent/teacher conference days, teachers may be required to perform duties or responsibilities outside the assigned and regular school day. Parent/teacher conference days will be held on Wednesday and Thursday from 2:30 p.m. - 6:30 p.m. On the day prior to parent/teacher conferences, students will be dismissed at 2:00 p.m. and teachers will be required to remain for the balance of the regular workday to prepare for conferences. On the Friday following parent/teacher conferences, no students or teachers will be in attendance.

If a parent, guardian or other adult responsible for a student is unable to attend a parent/teacher conference day, teachers may be required or expected to confer with any such student's parent or responsible adult at other times outside another assigned and regular school day as necessary.

Should any variations be made in the assigned and regular school day other than as stated above, such as dismissing students and teachers early because of an emergency, this shall not be deemed to establish a precedent or require the Board to continue such variation thereafter.

4.5 Change of Duties

- A. Teachers will be given written notice of their tentative building assignments, class and/or subject assignments, extracurricular assignments, and room assignments for the forthcoming year not later than the last day of the school year or earlier if determined.
- B. Should transfers or reassignments become necessary teachers will be expeditiously made aware of the tentative transfer or reassignment and will be given the opportunity to discuss it with the administration.

4.6 Openings

- A. Whenever a full time or regular part time teaching position is open which is available to a person who is or would be a member of the bargaining unit and applicants for the position are sought, the Superintendent will post or cause to be posted a notice at the offices of Superintendent and building and e-mail to staff members at their school e-mail address. This notice requirement is for information purposes only. The notice will be given promptly on the earlier of:
- 1.) The Board accepts a resignation for a position, if required, and determines to seek applicants for a replacement; or,
 - 2.) The Board creates, establishes, plans or is considering a position and determines to seek applicants for the position; or,
 - 3.) The Board or Superintendent, in fact, seeks applicants for an opening or possible opening.
- B. Interested, legally qualified internal applicants are welcome to apply for openings, and will be granted an interview, but the administration shall have the right to recommend and Board to employ or assign the applicant they feel is best suited to fill the position.

Where a teacher on contractual continued service (or tenure) applies, such teacher will be given consideration. If a teacher will not be assigned or recommended for assignment to the position, the Superintendent will so inform the teacher. The teacher may request, in writing, within three (3) calendar days from the date so informed for an explanation of the decision. If requested, the teacher will be provided an explanation for the decision by the Superintendent, provided that no explanation shall be required where the privacy or rights of others preclude doing so.

It is recognized that the explanation may consist of expressions of opinions, judgments, matters with which the teacher does not agree, or matters which may or may not be considered for evaluation, among other reasons or rationale. Any explanation given and the decision not to assign a teacher to a position shall not be subject to the grievance procedures, or to other objection or challenge whatsoever. Further, the explanation shall be a privileged communication with the teacher and shall be kept confidential by the teacher.

- C. Where the sole basis for not assigning a teacher on contractual continued service (or tenure) to an opening is that the position then held would be difficult to fill with a suitable and satisfactory replacement, the teacher may request, in writing, within three (3) calendar days of being provided the explanation that the Board of Education seek applicants for the teacher's current position in addition to the opening. If a suitable and satisfactory replacement for the teacher's current position is found by the Board during the application process and assumes the teacher's current position, the teacher will be allowed to fill the opening. It is

recognized that the determination of whether a suitable and satisfactory replacement is found rests entirely within the discretion of the Board and such determination shall not be subject to the grievance procedures, or to other objection or challenge whatsoever. If requested by the teacher in writing, the teacher will be provided an explanation of why such teacher was not selected for the vacancy. Such explanation shall be a privileged communication with the teacher and shall be kept confidential by the teacher. It is further recognized that the teacher if selected remains subject to transfer or reassignment and has no right to a specific position or assignment. The intent of this subparagraph is merely to require that the Board seek a suitable and satisfactory replacement for a teacher in a current position where the teacher desires to fill an opening and such request is denied solely because the position then held would be difficult to fill. No right to fill an opening is established.

4.7 Duty Free Lunch Period

Lunch period. Each teacher shall have a duty-free lunch period of not less than 30 minutes.

4.8 Curriculum Planning

- A. Prior to major changes in curriculum the teachers involved in the subject matter area will be invited to provide input into the planning and development stage. Teachers are encouraged at any time to provide suggestions regarding any changes or proposed changes in curriculum.
- B. Teachers shall consult their immediate administrative supervisor prior to making any major change in curriculum content.

4.9 Lesson Planning

Teachers shall prepare and have lesson plans for each week for the building principal prior to the first day of that week.

4.10 Seniority and Related Matters

A. Generally: The purpose of this paragraph is to clarify seniority rights for purposes where seniority is relevant by contract or law.

B. Determination of Seniority:

1. Definition: "Seniority" is the length of continuous uninterrupted service of a teacher within the District determined in accordance with this paragraph.

2. Rules for Determining Seniority: The following rules shall apply for determining seniority:

a.) A teacher begins accumulating seniority only at such time as the teacher has entered upon contractual continued service (or tenure). Duration of performance of services as a probationary employee or service other than as a teacher in contractual continued service will not be considered.

b.) Seniority shall be computed from the first day of continuous, uninterrupted employment with the Board after entering upon contractual continued service. The first day of such employment shall be the day upon which services are first performed irrespective of the date the teacher's employment was approved or a contract entered into. Normally the "first day" will be the first day of a school year. Employment will be considered uninterrupted notwithstanding normal summer or other vacation periods. Where there is an interruption of service during which seniority ceases to accrue, there is a break in service.

c.) Seniority will continue to accrue during any paid leave of absence. Seniority will also continue to accrue during any unpaid leave of absence provided such leave of absence is pursuant to the express provisions of Article VII.

d.) Teachers (not members of the bargaining unit) serving in administrative or other assignments, whether full or part time, but who have entered upon contractual continued service and subsequently become part of the bargaining unit shall have seniority computed from their first day of

employment as previously defined notwithstanding administrative or other service. Seniority shall be based not only on service while a member of the bargaining unit but also service with the Board, whether full time or part time, in an administrative or other position not part of the bargaining unit.

- e.) Where a teacher resigns and there is a break in service, accrued seniority shall be forfeited. If the resigned teacher is subsequently re-employed by the Board at any time, seniority shall accrue thereafter from the teacher's new first day of employment at such time as the teacher has again entered upon or continues to serve in contractual continued service.
- f.) Where a teacher is discharged as part of a reduction in force and is recalled, seniority status shall be preserved so long as the teacher is eligible for recall rights, provided that no seniority shall accrue during the period of non-employment or break in service.
- g.) Where a teacher has entered upon contractual continued service and thereafter is employed on a part-time basis, whether voluntarily or involuntarily, seniority shall continue to accrue notwithstanding part-time status provided the teacher is employed at least on a one-half-time or fifty percent basis. If the employee is on less than a one-half-time or fifty percent basis, whether voluntarily or involuntarily, the seniority of the teacher shall be suspended, during which time additional seniority shall not accrue but existing seniority shall not be lost. A teacher who has always been employed on a part time basis is not eligible for contractual continued service and, accordingly, does not accrue seniority. Apportioning of seniority based on more or less than half-time employment shall apply only beginning with the 1990-1991 school year.
- h.) For any year during which seniority accrues, seniority shall accrue at the rate of one (1) year for each full year of teaching service irrespective of whether employed on a full-time or part-time basis or before or beyond the regular school year. Where service is for less than for a full school year, seniority shall be based on the number of workdays actually employed not to exceed one hundred eighty-five (185) days (which shall be treated as one (1) full year).

C. List of Seniority Status:

1. Preparation: Each year the Board will establish or cause to be established a list showing the length of continuing contractual service of each teacher. Such list will be categorized by individual seniority. The list will provide the name of each employee on contractual continued service; the length of service of each such employee; and the certificates and endorsements of each employee. The list shall also incorporate the seniority status of all employees who are not members of the collective bargaining unit (e.g., superintendent and principals) who have entered upon contractual continued service, but this shall not be construed to afford any rights to or against such employees or positions held by them by bargaining unit members, unless or until such non-bargaining unit employees are part of the bargaining unit. A separate list shall be established of teachers who have not entered upon contractual continued service. Such list shall provide the name of the employee; the date of the first day of service; status as full time or part time; and the certification and endorsements of each such employee.
2. Posting: The lists shall be developed, updated and posted each year in tentative form in the offices of Superintendent and building principals and on faculty bulletin boards. Posting shall be by January 10th of each year. A copy will also be provided in person or mailed to the Association's president at the president's last known address. The teachers and the Association shall have to and including February 1st of each year to submit any disagreements in or comments on the seniority list to the Superintendent. A final seniority list shall thereafter be issued by the Superintendent.
3. Information From Employees: It is the responsibility of employees to make certain that the Superintendent is fully informed of the teacher's current certifications and endorsements. Updated information should be provided as soon as known. Any information provided by a teacher after February 1st of each year may, but need not be, considered by the Board for any actions taken where seniority is relevant during the then current school year.

D. Tie Breakers:

In the event seniority and qualifications required for a position are equal as between teachers and one (1) or more of said teachers are to be dismissed as part of a reduction in force, the following procedures shall be used to break the tie in seniority:

1. First, any tie shall be determined on the basis of the order in which the employment of the employees was approved by the Board.
2. Second, any tie shall be determined on the basis of education beyond the bachelor's degree which is allowed as credit on the salary schedule.
3. Third, the determination shall be based on length of total full-time teaching service in Illinois.
4. Finally, any further ties shall be determined by drawing lots conducted by the Board with the affected teachers or their representative present.

E. Reductions in Staff and Recall:

1. Generally: Teachers on contractual continued service may be removed or dismissed as a result of a decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teaching service in accordance with The School Code of Illinois and applicable rules and regulations. Teachers shall also be entitled to recall rights as provided in The School Code of Illinois.
2. Additional Provisions Regarding Recall: Where a notice of the availability of a position is given to a teacher entitled to recall, the teacher must accept the position, in writing, if at all, within twenty (20) calendar days after the notice of recall is mailed to the teacher sent by certified mail, return receipt requested, to the teacher at the teacher's last known address. Should the teacher fail to respond in writing received by the district within such twenty (20) day period, the teacher shall forfeit any right to recall.
3. Refusal: A teacher shall have the right to refuse to accept an offered position involving less than full time employment as part of a reduction in force and still retain rights to recall to a full-time position should one become available.

F. Conflict:

If a conflict exists between the provisions of the paragraph 4.10 and applicable law or regulation, this paragraph shall apply to the extent of the conflict.

However, all teachers must be fully qualified for positions held.

4.11 Extracurricular Assignments

- A. Bargaining unit members will have the first opportunity for all extracurricular activities, for a period of 10 business days after posting, prior to the position being open outside of the bargaining unit.

In the event the positions of class sponsorship are not filled within the first two weeks of the beginning of the school year, the positions may be assigned to teachers in grades 9-12. Beginning with the 2010-2011 school year an order for assigning class sponsorships will be randomly determined from a list of teachers who are not coaching, sponsoring student council, FFA or band. Said sponsor must follow his/her class through to graduation. At the completion of the sponsorship, the sponsors will be placed at the bottom of the eligibility list. A teacher may volunteer to fill a class sponsorship at any time. His/her name will be removed from the list and placed at the bottom of the list when his/her sponsorship duties are completed. New teachers will be placed at the top of the list.

- B. If either the bargaining unit member or the District wants to terminate services for extracurricular assignments, the one desiring to terminate services must notify the other in writing by July 1st preceding the year in which services are being terminated. This paragraph does not apply to bargaining unit members who intend to resign from class sponsorships.

If parental or community member concerns are expressed about any individual assigned to an extracurricular position, the chain of command (i.e. coach/sponsor/AD/Principal – Supt. – Board) will be followed in dealing with these concerns.

4.12 Addressing Concerns

- A. Both the District and the Union recognize the importance ongoing communication and collaboration play in the overall educational experience for our students. With that in mind, the District will provide a forum to hear the concerns of each building annually. Any concern can always be addressed by contacting the building principal and/or superintendent. This could include concerns such as class size, curriculum, work environment, etc.

ARTICLE V

Teacher Evaluation

- 5.1 Full-time probationary teachers will have a minimum of two written evaluations each year. The first evaluation will be prior to January 1. The second will be prior to March 15. Tenured teachers will receive a minimum of one written evaluation every two school years.
- 5.2 The formal written evaluation will follow at least one classroom observation of at least 30 consecutive minutes of a class period, or an entire class period, whichever is less. The teacher shall receive prior notification of said observation.
- 5.3 An evaluation conference with the teacher will be held within ten (10) school days after the formal evaluation, and the teacher will receive a copy of the evaluation.
- 5.4 The teacher will have an opportunity to attach a written response to the evaluation.
- 5.5 The contents of the personnel file, and teacher access to it, will be according to Board rules consistent with law.
- 5.6 The superintendent, building principal, immediate supervisor or other person or persons designated by the Board shall evaluate teachers. The criteria for evaluation and evaluation instruments insofar as they pertain to any classroom evaluation shall be made available to the teacher prior to the observation.
- 5.7 Teachers who are evaluated shall be provided an opportunity to discuss any evaluations and written suggestions on how to improve any areas of deficiency which were noted during the evaluation. This requirement shall not be construed as limiting the grounds or reasons for which a teacher may be disciplined or discharged consistent with law.
- 5.8 Evaluation Committee
 - A. The joint committee will be established for the purposes of reviewing the teacher evaluation plan in accordance with 105 ILCS, then in effect and, if any are considered appropriate, making recommendations for changes in the plan to the Board of Education for its consideration. Any recommendations will be submitted to the Board of Education between January 1 and July 1. The committee for a year will cease upon submitting recommendation, if any, for Board consideration.
 - B. The committee will be composed of an equal number of administrators selected by (and may include) the Superintendent and an equal number of the bargaining unit selected by (and may include) the Association's president.

- C. The decision whether to accept any recommendation made shall rest with the Board of Education and the action of the Board shall not be subject to grievance. The establishment of an evaluation committee is intended only to provide an opportunity to meet and confer regarding the teacher evaluation plan and not to diminish the inherent, statutory, or other authority of the Board of Education regarding any such plan.

5.9 Appeals Panel

Members shall have the right to utilize the appeals process for “unsatisfactory” ratings under Section 24A-5, pursuant to Section 24A-5.5 of the School Code, and in accord with the process developed by the PERA Joint Committee. At a minimum, one member shall be a union member, who is a qualified evaluator.

The PERA Joint Committee will review and may make changes to the composition of the panel each year. If there are no members from the bargaining unit qualified, the union will select a member(s) and pay for the evaluator prequalification and retraining fees.

ARTICLE VI

Grievance Procedure

6.1 A Grievance

- A. A grievance is defined as a complaint arising under and during the term of this agreement raised by an employee or the Association involving an alleged violation or misinterpretation of an express provision of this agreement.
- B. All time limits shall be based on school days except that during the period between the end of the school year and beginning of the next school year calendar days, excluding state holidays, Saturdays, and Sundays, shall then be used. School days include those days on which teachers are required to perform services or participate in activities (disregarding extra-curricular assignments). Timelines may involve both school days and calendar days. Timelines may be extended by mutual written consent.

6.2 Procedure

Informal Step: An attempt shall be made by the grievant to resolve any grievance by means of an informal, verbal discussion between the grievant and his/her immediately involved Principal. If, however, the informal process fails to satisfy the grievant, a grievance may be processed as follows:

- A. Step I: The grievant may within twenty (20) days of the occurrence or when the grievant might reasonably have had knowledge thereof, present a grievance, in writing, to the immediately involved Principal, who will arrange for a meeting to take place within five (5) days after the receipt of the grievance. The grievant, the Association's representative, and the immediately involved Principal shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Principal's written response, including the reasons for the decision.
- B. Step II: If the grievance is not resolved at Step I, the grievant or the Association may refer the grievance to the Superintendent, within ten (10) days after the receipt of the Step I answer. The Superintendent shall arrange with the grievant and the Association's representative for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- C. Step III: If the grievance is not resolved at Step II, then the grievant or the Association may refer the grievance to the Board at the next regularly scheduled Board meeting following the receipt of the Step II answer. The Association and grievant shall be provided with the Board's written response, including the reasons for the decision within five (5) days of the Board meeting.

- D. Step IV: If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration with the Federal Mediation and Conciliation Services which shall act as the administrator of the proceedings. If a demand for arbitration is not filed with the employer within thirty (30) days of the date of the Step III answer, then the grievance shall be deemed withdrawn.

6.3 Bypass

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

6.4 Class of 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.

6.5 No Reprisals Clause

No reprisals shall be taken by the employer against any employee because of the employee's participation in a grievance.

6.6 Released Time

All efforts will be made by all parties involved to keep the grievance proceedings outside of regularly scheduled school time.

6.7 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

6.8 Grievance Withdrawal

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

6.9 Federal Mediation and Conciliation Services

At the mutual agreement of the Association and the Board, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

- A. Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which has not been previously disclosed to the other party.

- B. The arbitrator shall not have the power to alter the provisions of this Agreement. His position will be that of deciding only the issues presented to him using the relevant language of this Agreement.
- C. Each party shall bear the full cost for its representation in the grievance procedure.
- D. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

6.10 Costs

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

6.11 Postponement

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

6.12 Settlement

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

ARTICLE VII

Leaves

7.1 Sick Leave

- A. For each year of this agreement, each full-time certificated teacher will be granted ten (10) days of sick leave. Teachers who have accumulated any multiple of 50 sick leave days will receive 1 additional sick leave day per multiple of 50 sick leave days, i.e. a teacher with 75 accumulated days will receive 11 days while a teacher with 125 days will receive 12 days. The unused portion of sick leave may accumulate to no more than three hundred and sixty (360) days including the current year's allotment. At the beginning of a school year, each full-time certificated teacher will be provided a written statement indicating the total amount of sick leave as of the beginning of each school year by the second pay period of the school year, including both the leave for the current school year and accumulated sick leave from prior school years.

- B. The parties recognize that under The School Code of Illinois (105 Illinois Compiled Statutes 5/24-6), it is provided, in part, that:

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

For purposes of this Section, "immediate family" shall include parents, step-parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The definition of or purposes for which sick leave may be taken are not expanded by the inclusion of this provision.

- C. Attendance Incentive:
Any employee missing no more than three (3) to four (4) days (sick, personal, bereavement, dock, suspended with/without pay) each year will be granted a one-time payment of 1% of the employee's base salary at the time of their last paycheck for the contract year. Any employee missing no more than one (1) to two (2) days (sick, personal, bereavement, dock, suspended with/without pay) each year will be granted a one-time payment of 1.5% of the employee's base salary at the time of their last paycheck for the contract year. Any employee missing no more than zero (0) days (sick, personal, bereavement, dock, suspended with/without pay) each year will be granted a one-time payment of 2% of the employee's base salary at the time of their last paycheck for the contract year. This stipend will not be added to the base salary for purposes of a salary increase in 2022-23 or subsequent years. It is simply a bonus that is not added onto the base salary (not including benefits and/or other stipends).

D. The Board will pay Fifteen Dollars (\$15.00) per day for unused sick leave when a teacher's retirement or employment terminates other than for cause if the teacher has been continuously employed by the Board for ten (10) years or more. Any teacher who has been employed by the Board for twenty (20) years or more will receive \$45 per day for any unused sick leave above 170 days, but not to exceed 215 days. Sick leave days which are used for teacher retirement service credit will not, however, be reimbursable. This may be paid sixty (60) days after retirement.

E. Courtesy Coverage

Teachers may cover for each other for partial day absences to meet appointments or for personal leave. Such Courtesy Coverage shall be made with the full approval of the building administrator prior to using. Certified staff providing coverage for each other will not be compensated, as this is a provision of the Courtesy Clause. If no provision for a "swap" has been made with another teacher, the employee shall take a minimum of ½ day as a personal or sick day (whichever applies).

Courtesy Coverage may be used once per quarter, unless an extreme circumstance arises, and administrative approval has been granted.

F. Family (Sick) Leave Bank

The Board agrees to allow the Union to establish and operate a Family Leave Bank for certified teachers of the District. The purpose of the Family Leave Bank shall be to provide extended sick leave for teachers who have exhausted their personally accumulated sick leave and, due to personal or immediate family catastrophic illness or injury or are seeking leave for the birth of a child, placement with the employee of a child for adoption or foster care, or birth as a result of a surrogacy, are unable to return to work.

Participation in the Family Leave Bank shall be voluntary. Each teacher shall be given an authorization form at the beginning of each school year. Any teacher desiring to participate shall sign the authorization and return it to his/her building representative. No teacher, who is regularly certified and submits application within time limits specified below, shall be denied membership. In the first year of operation and in subsequent years, if the number of days in the Bank falls below 100 days, each participating teacher shall contribute two days to the Bank. If the number of accumulated days in the Bank falls between 100 to 200 days, each participating teacher shall contribute one day to the Bank. The Family Leave Bank shall be capped at a maximum of 200 days. The number of days contributed shall not exceed two days per applicant per year. Copies of new authorizations from each participating teacher shall be submitted to the Superintendent. Upon receipt of copies of authorizations, the Superintendent shall be empowered, on behalf of the Board, to deduct either 1 or 2 days from each applicant's personally accumulated sick leave and add the difference subtracted to the total in the Family Leave Bank.

New employees in the district who become participants in the Family Leave Bank shall contribute two days. Employees already in the district, who become participants in the Bank, shall contribute two days, plus any additional assessments during said employee's tenure.

The number of days transferred for each applicant shall be determined by the Family Leave Bank Committee to be appointed by the Union from its membership. The Committee shall inform the Superintendent of the number of days to be transferred per applicant no later than two weeks following the first day of school. No new memberships shall be allowed after that date. The School Board will not be held liable for any days transferred except as provided for below and will not contribute additional days to the Bank.

Only members of the Family Leave Bank shall be allowed to withdraw days from it. No member shall be allowed to withdraw more than thirty days per career.

Days deposited shall not be withdrawn when a teacher ceases to be a member of the Bank, however, any member who terminates employment with the district after at least 10 years of full-time service may withdraw the number of days equal to the days he/she has deposited into the Family Leave Bank. The number of days accumulated at the end of one year shall carry over to the following year. Should the total of days withdrawn from the Bank equal the balance at any time, the Bank will cease operations until it can be replenished at the start of the next school year.

Operational Guidelines

The Family Leave Bank Committee shall govern the operation of the Family Leave Bank. It shall consist of three members appointed by the Union. A teacher who has exhausted his/her personally accumulated sick leave may make written application to the Committee for withdrawal of days from the Bank. Should the teacher be unable to make application, he/she shall state the reason for the inability to work and the number of days requested from the Bank. Before granting the request, the Committee must elicit affirmative answers to the following:

1. Is the teacher listed as a current member of the Family Leave Bank?
2. Has the teacher exhausted his/her personally accumulated sick leave?
3. Is the absence from work due to prolonged illness or injury to the teacher or a member of his/her immediate family? (Examples would include, but not be limited to, heart attack, cancer, car accident, non-elective major surgery, etc. This program would not be used for short term illness.)
4. Or is the absence due to the birth of a child, placement with the employee of a child for adoption or foster care, or birth as a result of a surrogacy? No member shall be allowed to withdraw more than five (5) days during one school year for this use, on a first come/first-served basis, and as long as the bank has days available. These days do not extend a district approved

FMLA leave. If a member does withdraw five (5) days from the Bank, said member must deposit two days into the Family Leave Bank at the beginning of the next school year to be considered a member of the Bank.

The Committee shall be able to affect such other operational guidelines as necessary to carry out the intent of this article.

Upon approval of the Family Leave Bank Committee, the School Board agrees to pay full teaching salary at the teacher's regular rate of pay for all days granted from the Family Leave Bank. The number of days paid shall be subtracted from the balance in the Family Leave Bank.

7.2 Personal Leave

Full-time certificated teachers will be allowed a maximum of four (4) personal leave days per year in which no reason need be given. Personal leave days may only be used for increments of two (2) consecutive days.

- A. Written request for personal leave must be presented via email to the Superintendent and the administrative assistant at least five (5) working days prior to the requested leave. The Superintendent will reply to the request within two (2) working days via email.
- B. The Superintendent may in cases s/he deems to be an emergency or a situation that is out of the control of the employee, approve personal leave verbally subject to a written request being presented by the teacher upon return to school.
- C. If a sufficient number of suitable substitutes cannot be obtained for the date requested, then personal days will be considered in the order they were received via email. No more than two (2) personal leave requests per building will be allowed on any one day. The Superintendent at his/her sole discretion may waive the two (2) employee per building restriction.
- D. Any unused personal leave, or parts thereof, will become accumulated sick leave, up to four (4) full days per year.

7.3 Professional Leave

Professional growth will be encouraged by the Board. Employees may be granted professional leave to observe techniques, programs, and equipment, or to attend professional conferences, workshops, or seminars.

7.4 Uncompensated Leave

Each employee may be granted uncompensated leave days. A dock day should be requested at least one day in advance, except in emergency. The employee will be

docked one day's pay for each leave day taken.

7.5 Leave of Absence

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar position at a time mutually consistent with the needs of the District as determined by the Board. The purposes for which leaves of absence may be taken shall be determined by the Board and may include, but shall not necessarily be limited to, for purposes of maternity leave.

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

1. Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the leave.
3. The employee shall inform the Superintendent of his/her intent to return to a similar position not later than February 1. If the employee fails to inform the Superintendent prior to February 1, the employee waives his/her right to future employment in the District.
4. During the leave of absence health insurance/ benefit contributions would be the employee responsibility and the employee would pay all expenses.

7.6 Funeral Leave

In the event of the death of a staff member's "immediate family" (as defined in Section 7.1(B) or the corresponding relative of the staff member's spouse, paid funeral leave shall be allowed by the Superintendent or building principal up to four (4) days per occurrence. Additional days for funeral leave in the event of the death of the staff member's "immediate family" may be taken at the Superintendent's sole discretion and on the condition that such additional days are deducted from the teacher's accumulated sick leave, if any.

Teachers shall be granted up to one day aggregate per year to attend the funeral of a relative not defined as "immediate family" or a neighbor, close friend, etc.

ARTICLE VIII

The Negotiations Procedure

- 8.1 Each party shall select its own representatives. Each party shall select its own spokesperson.
- 8.2 The Board and Association agree to participate in good faith negotiations with the duly designated representatives. Good faith, for the purpose of negotiations, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counter proposals in an effort to reach an agreement. It does not imply acquiescence or concession to either party's demands in whole or in part.
- 8.3 A negotiation procedure may be followed that is approved by both parties. 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 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.
- 8.4 If impasse occurs, the Federal Mediation and Conciliation Service shall be used for mediation purposes. The Illinois Educational Labor Relations Board shall be notified.
- 8.5 Copies of this Agreement shall be provided to all teachers. The cost of same to be shared by the Association and the Board.

ARTICLE IX

Employee Compensation and Fringe Benefits

9.1 Payroll Installments

Full and part-time certificated teaching personnel will be reimbursed each year of this agreement in twenty-four (24) equal pays on the tenth (10) and twenty fifth (25) of each month commencing on August 25 and continuing through August 10. If this date should fall on Saturday, Sunday or an observed holiday, checks will be issued on the preceding day of work.

9.2 Salary

2021-2022 = 3% 2022-2023 = 3% 2023-2024= 2%

In no event shall a newly hired teacher be paid more than an existing teacher with the same recognized experience and education qualifications. In the event there is no existing teacher who has the same recognized experience and educational qualifications as a newly hired teachers, the newly hired teacher's salary shall be determined by interpolation, that is, the salary shall give proportionate recognition to the recognized experience and educational qualifications.

The Board shall have the option of granting a signing bonus for specialized conditions wherein the Board will be allowed to grant a one-time payment to attract and to secure teaching positions in a competitive employment market. The bonus will not be added to the base salary for purposes of a salary increase for the subsequent year(s). It is simply a bonus that is not added onto the base salary.

Academic Advancement as you move over lanes when a teacher completes educational coursework requirements for one-time adjustment for additional approved education only applicable if go over a lane (i.e. B+8 to B+16) for a given school year.

| | |
|----------------|-------|
| BS to BS+8 | \$500 |
| BS+8 to BS+16 | \$500 |
| BS+16 to BS+24 | \$500 |
| BS+24 to MS | \$750 |
| MS to MS+8 | \$500 |
| MS+8 to MS+16 | \$500 |
| MS+16 to MS+24 | \$500 |
| MS+24 to MS+32 | \$500 |

All salaries, stipends, and incentives may not exceed an amount which would incur a TRS penalty for the district.

9.3 Extracurricular Activities

Extracurricular Activities will be paid in accordance with Appendix A. Should any sponsorship not be filled by the Board of Education including, but not limited to, assistant positions (e.g., baseball, basketball, and volleyball), the stipends of others including, but not limited to, head coaching or head sponsor positions shall nevertheless be unaffected. It is intended, for example, that where assistant coaching positions are not filled that the salary stipend otherwise payable to assistants will not be paid to the head coach. If a teacher is assigned both the JV and Freshman coaching positions in the same sport and same level, he/she will receive 50% of the stipend of the Freshman position. However, should the Board determine that a Freshman coaching position is not justified due to small numbers, the JV coach will not receive 50% of the stipend of the Freshman position.

9.4 General Medical and Hospital Insurance

- A. The Board shall pay an amount equal to 90% of the full single premium per month toward the premium for single health insurance for each full-time bargaining unit member covered by the plan that has been adopted by the Board of Education.
- B. The contribution to be paid for by the Board toward insurance shall end as of the next last day of a month which is not less than thirty (30) days nor more than sixty (60) days following the termination of the teacher's employment. Where a teacher is employed as of the end of a school year on a full-time basis and is covered by the plan at that time, coverage shall continue to be provided during the following summer vacation period through the last day of August irrespective of whether employment continues for the next school year, but will then terminate unless employment is continued.

- C. Coverage and terms of insurance will be that coverage available or the equivalent of the coverage available from the Western Area School Health Benefit Plan from time to time during the term of this agreement, if reasonably available to the Board, or such different coverage and terms of insurance as is mutually agreed to by the Board and the Association. An Insurance/Benefits Committee shall be established consisting of equal numbers of union representation and District representation. This committee will review insurance/benefit plans and make recommendations.

9.5 Life Insurance

The Board will provide each full-time certificated teacher in the District a ten thousand dollar (\$10,000) term life insurance policy, provided the teacher accepts the Medical Insurance above. Policy subject to the age restrictions set forth in the life insurance policy.

9.6 Professional Growth

- A. Teachers are responsible for maintaining a continuous high level of professional service and are responsible for discharging their assignments with professional proficiency. It is the responsibility of each teacher to add to such staff member's professional growth.

- B. To assist teachers in adding to professional growth, the following tuition reimbursement plan is established:

- 1.) Teachers who have two full years of consecutive years of contractual service with the district are eligible for tuition reimbursement.
- 2.) For purposes of the above, the term of the agreement refers to the summer following each respective school year if such teacher's employment continues for such school year.

For non-degree course work:

Up to nine (9) semester hours of classes taken during a pre-determined 3-year period shall be reimbursed up to the maximum of two hundred dollars (\$200.00) per college or university semester credit hour (or equivalent).

For degree in field of study or district request:

Up to fifteen (15) semester hours of classes taken during a pre-determined 3-year period shall be reimbursed up to the maximum of two hundred (\$200.00) per college or university semester credit hour (or equivalent).

- 3.) Tuition reimbursement is available only for college or university credit courses taken at an accredited educational institution that directly relate to the teacher's current or anticipated teaching assignment or that lead to a Master or Doctorate degree in education or related fields. In order to be eligible to receive reimbursement, the course must be approved prior to enrollment by the Superintendent in the Superintendent's discretion. Approval or disapproval will be made in writing by the Superintendent within two (2) weeks after a completed request is submitted.
 - 4.) A teacher will receive reimbursement only where a grade of "A" or "B" is received or in the case of a pass/fail only course, a passing grade is received, and college or university credit is received from the college or university attended. Within thirty (30) days after satisfactory completion of a course, proof thereof shall be submitted to the Superintendent as may be required by the Superintendent.
- C. No changes in a teacher's academic advancement increase for the school year will be made based on courses completed by the teacher unless completed and proof thereof submitted to the Superintendent prior to the second Monday in September of a school year. Where final proof thereof is not reasonably available through no fault of the teacher by such date (e.g. an educational institution's delay in issuing a transcript), provisional proof will be accepted but unless final proof is submitted by December 31st, the adjustment made in salary shall be withheld from compensation payable over the balance of salary payments due the teacher during the school year.

9.7 Internal Substitution

An extra payment will be made for required substitution during a teacher's preparation time as follows:

- * For MS/HS, the sum of \$21 shall be paid for each class period.
- * For Elementary, the sum of \$14 shall be paid for each class period.

9.8 Salary Limitation

No teacher within four years of first becoming eligible (i.e. currently age 55 with 35 yrs. of service, age 60 with 10 yrs. of service, or age 62 with 5 yrs. of service) to retire under TRS (to be determined on an individual basis) shall be permitted to receive an increase in creditable earnings greater than 6% of the teacher's prior year's creditable earnings.

9.9 Tuition Waiver

The State of Illinois requires that tuition be paid where a student attends school other than the student's residence. The Board has previously sought and obtained a waiver of the requirement to pay nonresident tuition with respect to dependents of and who are residing with full time employees of the Board. The Board agrees that it will continue to seek such waiver from the Illinois State Board of Education. If a waiver is denied, the Board may but is not obligated to seek review of or appeal such denial.

9.10 Pension Reform Act

According to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System, on behalf of each teacher, no more than an amount equal to the full TRS contribution as of June 30, 1998 (9%) of each teacher's salary from the established compensation schedule. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

Note: Any changes in the TRS contributions brought about due to pension reform measures will be negotiated midterm in an effort to protect both the Union and the District.

ARTICLE X

Duration and Related Technical Clauses

10.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.

10.2 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect. Should any additional modification or change be made in this Agreement it shall be necessary that the parties mutually agree in writing.

10.3 No Strike

During the term of this Agreement, the certificated teaching employees represented by the Association agree not to strike or engage in or support or encourage any concerted refusal to render full and complete services in the school district.

10.4 Duration

This agreement shall become effective on August 19, 2021, and shall continue in effect until August 18, 2024, and thereafter until a succeeding agreement has been entered into or this agreement is canceled by agreement of the parties.

10.5 Effect of Agreement

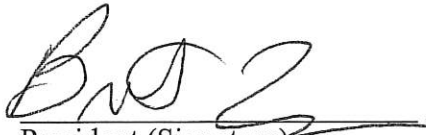
The Board and the Association, for the life of this agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. Any future bargaining will be limited to a successor agreement. However:

- A. By written mutual consent of both parties, such subjects or matters may be discussed, and this agreement modified; and
- B. Where changes in statutes are enacted by the General Assembly which directly and specifically conflict with a provision of this agreement, either party may initiate negotiations with respect to such conflicting provision (but not any other provisions of this agreement) upon written notice to the other.
Notwithstanding anything in this Agreement to the contrary, where this Agreement now or hereafter conflicts with applicable state law or regulation, the applicable state law or regulation shall apply.

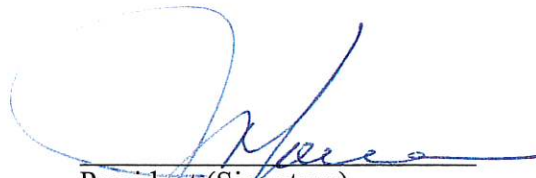
This Agreement is signed by the respective parties:

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION



President (Signature)



President (Signature)

Vice President (Signature)



Secretary (Signature)

Date: 7/26/21

Date: 07-21-2021

**Extracurricular Salary Schedule
Appendix A**

| | |
|--|-------|
| | |
| Athletic Director High School | 3566 |
| Athletic Director Junior High | 2376 |
| MS/HS Ticket takers weekday hour rate | 15/hr |
| MS/HS Ticket taker weekend/holiday hour rate | 17/hr |
| HS Baseball Head | 3396 |
| HS Baseball Assistant | 2394 |
| HS Basketball Head Boys | 5517 |
| HS Basketball Assistant Boys | 3396 |
| HS Basketball Head Girls | 5517 |
| HS Basketball Assistant Girls | 3396 |
| HS Cheerleading Football | 1274 |
| HS Cheerleading Basketball | 2384 |
| HS Football Head | 5517 |
| HS Football Assistant | 3396 |
| HS Football JV | 3396 |
| HS Football Freshman | 3396 |
| HS Softball Head | 3396 |
| HS Softball Assistant | 2394 |
| HS Track Head Boys | 3396 |
| HS Track Head Girls | 3396 |
| HS Volleyball Head | 5517 |
| HS Volleyball Assistant | 3396 |
| MS Baseball Head | 1912 |
| MS Baseball Assistant | 1260 |
| MS Basketball 8th Grade Boys | 3279 |
| MS Basketball 7th Grade Boys | 3279 |
| MS Basketball 8th Grade Girls | 3279 |
| MS Basketball 7th Grade Girls | 3279 |
| MS Cheerleading | 555 |
| MS Track Head Boys | 2031 |
| MS Track Head Girls | 2031 |
| MS Volleyball 8th Grade | 3279 |
| MS Volleyball 7th Grade | 3279 |

| | |
|------------------------|------|
| Other | |
| Senior Class (2) | 1026 |
| Junior Class (2) | 1026 |
| Sophomore Class (2) | 638 |
| Freshman Class (2) | 638 |
| Art Club | 555 |
| Drama | 847 |
| FFA | 4114 |
| HS Pep Band | 847 |
| HS Quiz Bowl | 1196 |
| HS Student Council | 1063 |
| HS Marching Band | 2697 |
| MS Quiz Bowl | 957 |
| MS Student Council | 1063 |
| Yearbook (2) | 1971 |
| FBLA | 847 |
| Inactive | |
| Chorus/Swing Choir | 847 |
| FHA | 298 |
| History Club | 298 |
| Math/Science Club | 298 |
| MS Intramurals | 298 |
| SADD | 298 |
| Spanish Club | 298 |
| HS Head Golf | 1885 |
| HS Volleyball Freshman | 3208 |
| HS Basketball Freshman | 3208 |
| Industrial Arts Club | 298 |

**All stipends are total wages paid and include TRS
and SS.**