

Central Community Unit School District 301

Teacher/Board Master Contract

For School Years:

2009-2010

2010-2011

2011-2012

Table of Contents
Teacher/Board Master Contract

Page 4 **Preamble**

Article I - RECOGNITION

Page 5 1.1 Representation

Article II - TEACHER AND ASSOCIATION RIGHTS

Page 6 2.1 Personnel Files
 2.2 Right to Organize
 2.3 Shared Decision-Making
 2.4 Right to Representation
 2.5 Meeting, Notices, and General Information
Page 7 2.6 Individual Contracts
 2.7 Part-Time Personnel Benefits
 2.8 Dues Deduction
 2.9 Fair Share
Page 8 2.10 Selection of Administrators
Page 9 2.11 Teacher Employment Security

Article III - EMPLOYMENT CONDITIONS

Page 10 3.1 Pupil Problems
 3.2 Notification of Assignments
 3.3 Class Size, Class Composition, and Learning Environment
Page 11 3.4 Vacancy Notification
Page 12 3.5 Length of Day
 3.6 Seniority
Page 13 3.7 Transfers
Page 14 3.8 Internal Substitution
 3.9 Standing Committee for Inclusion of Severe/Profound Special Education Students
Page 15 3.10 District Committee for RtI
Page 16 3.11 Safe Working Conditions

Article IV - TEACHER EVALUATION

Page 17 4.1 Primary Goal and Purpose of the Evaluation
 4.2 Procedure, Administration, Orientation, and Primary Goal
 4.3 Procedure
Page 18 4.4 Evaluation Instrument Review Committee & Certified Educator Evaluation Plan

Article V - GRIEVANCE PROCEDURE

Page 19 5.1 Purpose
 5.2 Definition
Page 20 5.3 Procedure Steps
Page 21 5.4 Grievant, Association and Board Cooperation
 5.5 Bypass
 5.6 Grievance Withdraw
 5.7 Step III Grievance
 5.8 No Reprisal Clause
 5.9 No Written Response

Article VI - LEAVES AND BENEFITS

Page 22	6.1	Leaves of Absence
Page 23	6.2	Pregnancy and Parental Leave
	6.3	Sick Leave
Page 24	6.4	Sick Leave Bank
Page 25	6.5	Personal Leave
	6.6	Association Leave
Page 26	6.7	Professional Leave
Page 27-28	6.8	Job Sharing Leave

Article VII - TEACHER COMPENSATION AND FRINGE BENEFITS

Page 29	7.1	Salary Schedule
Page 30	7.2	Additional Compensation
	7.3	Pay Days - School Not In Session
	7.4	Payroll Installments
	7.5	Payment for Extra Duty Assignments
Page 31	7.6	Insurance
	7.7	Flexible Spending Account
Page 32	7.8	Termination of Salary and Benefits
	7.9	Internal Substitute Pay
Page 33	7.10	Early Retirement
Page 34	7.11	Mileage Expense Reimbursement
	7.12	Athletic Supervision, Extra-Curricular Supervision Assistance, and Saturday School Supervision
	7.13	Longevity Stipend
Page 35	7.14	Professional Growth Activity Program (PGAP)
Page 36	7.15	Hourly Extra Pay Rate
	7.16	Tuition Reimbursement
Page 37	7.17	First Year Teacher Orientation Stipend
	7.18	Committees
	7.19	Reimbursement for Physical Moves

Article VIII - NEGOTIATION PROCEDURE

Page 38	8.1	Professional and Amiable Conduct
	8.2	Representative Authority
	8.3	Tentative Agreement
	8.4	Good Faith
	8.5	Negotiations Team Membership
	8.6	Negotiations Initiation and Reopening

Article IX - DURATION AND RELATED TECHNICAL CLAUSES

Page 39	9.1	Complete Understanding
	9.2	No Strike Clause
	9.3	Savings Clause
	9.4	Duration of Agreement and Effective Dates

APPENDIX A

Salary Schedules for 2009-2010

APPENDIX B

Salary Schedules for 2010-2011

APPENDIX C

Amendment to 2009-2010 Teacher Contract

APPENDIX D

Salary Schedules for 2011-2012

Preamble

The members of the Central Education Association, Administration, and the Board of Education acknowledge and celebrate our differences because they enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district depends on our ability to work well together, which we further believe is critical for the preservation and improvement of public education in Central District 301.

To build our working relationship and create a climate of trust, we pledge to do the following:

- Respect one another
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Embrace the challenges of the future
- See problems as opportunities to work together
- Recognize and value each others' needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize and value the dignity, contributions, and responsibilities of each other
- Build a shared vision

We recognize that it is our responsibility to educate new members of the stakeholder groups in the history and culture of our commitment to a collaborative relationship. We will regularly assess our progress in implementing our commitment, so that we can continue to better honor the spirit of this agreement.

Article I
RECOGNITION

1.1 Representation

The Board of Education of Central Community Unit School District 301, Kane and DeKalb Counties, Burlington, Illinois, hereinafter referred to as the "Board," recognizes Central Education Association IEA/NEA, hereinafter referred to as the "Association," as the sole negotiating agent for all regularly employed personnel filling positions requiring a professional certificate (with the exception of all personnel with an administrative or supervisory assignment), hereinafter referred to as "teachers," unless a representative election is held.

Article II
TEACHER AND ASSOCIATION RIGHTS

2.1 Personnel Files

Within three (3) school days after the superintendent receives the request from a teacher, the teacher shall have the right to review the contents of the teacher's personnel file and place therein written reaction to any of its contents. Teachers shall be notified of whatever is placed in their personnel file (except for routine items, such as payroll information, address, certification, transcripts, and official evaluation, etc.).

2.2 Right to Organize

Teachers shall have the right to organize, join, and assist the Association and participate in professional negotiations with the Board. The Board shall not discriminate against any teacher with respect to hours, wages, terms, and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceedings under this agreement.

2.3 Shared Decision-Making

Committees in the District shall be jointly formed through a shared decision-making process involving a team comprised of both the Association and the Administration. The goal of this process is to maintain effective communications between the Association and the Administration. The Administration and Association shall maintain communication regarding the anticipated frequency of meetings required to achieve district goals and initiatives.

For district level committees, the selection of building teacher representatives shall be made collaboratively by the building faculty and the building association representatives. If the chosen committee members are not agreeable to the building principal, a meeting shall be held with the principal and Association representatives to decide the matter.

2.4 Right to Representation

When a teacher is required to appear before the building administrator for a reprimand or for any matter which could adversely affect the teacher's continued employment in the district, the teachers shall be entitled to choose an Association representative to be present. When a teacher is required to appear before the Board for any matter which could affect the teacher's salary or continued employment in the district, the teacher shall be entitled to choose a representative of the Association to be present. Further, when a teacher is required to appear before the Board, the teacher shall be notified in writing of the reason for the appearance.

2.5 Meeting, Notices, and General Information

Upon prior notification to the building principal and/or the superintendent, provided that there is no conflict with previously scheduled building use, the Association shall be permitted the use of the school buildings for meetings outside of regular teacher work hours. They shall have use of teacher mail boxes, inter-school mail, district technology, and school bulletin boards in teacher work rooms for the purpose of internal communication. In the event the building is used on a non-school day, the Association will reimburse the district for any additional expense incurred.

2.6 Individual Contracts

Terms and conditions reflected in individual contracts or employment agreements will not be inconsistent with the terms of this Agreement.

2.7 Part-Time Personnel Benefits

- A. Any teacher who works over 80% time shall be considered full-time. Any teacher who works 80% or less time shall be considered part-time.
- B. Part-time teachers shall be entitled to sick leave and longevity stipend proportional to that of a full time teacher.
- C. Any teacher who works over 80% time shall be entitled to the district paid insurance premium equal to that provided to full-time teachers. Any teacher who works between 60% and 80% shall be entitled to one-half (1/2) the district paid insurance premium paid for full-time teachers. Any teacher who works less than 60% shall be entitled to participate in the group insurance program at the teacher's expense, if qualified.

2.8 Dues Deduction

The Board agrees to deduct Association membership dues beginning with the first pay period in October through July 31 as the dues deduction plan of the Association member specifies. This plan shall be in accordance with the Association's specifications.

Upon the Association member's signing the appropriate authorization, this authorization is in effect until the member submits a letter to the Association requesting a change in dues deduction.

These equal deductions are to fulfill obligations for the Association/IEA/NEA dues for present members of the Association listed and furnished by the Treasurer of the Association.

The listing of members for dues deductions must be submitted to the District office by September 25 preceding the advent of deductions, and there shall be no deviation for the ensuing year, with the exception that provisions will be made for teachers whose employment status changes or who have submitted appropriately executed dues deductions authorizations. New teacher deductions shall begin with their first paycheck.

If a teacher resigns or becomes disabled during the year and is unable to complete the year, the unpaid portion of the annual dues will be deducted from the teacher's final paycheck.

Dues deductions will be remitted within ten (10) days of deduction to the named Treasurer of the Association.

2.9 Fair Share

It is recognized that the negotiations and administration of this Agreement entail expenses which appropriately are shared by all teachers who are beneficiaries of this Agreement. To this end:

- A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties of the effective date of this Agreement, whichever is

later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

- B. In the event that the Bargaining Unit Member does not pay his/her fair share directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
 - 1. It is expressly understood that this safe, harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any Employees who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Education Labor Relations Board.

2.10 Selection of Administrators

Teachers shall be included in the selection process of all district administrators. The interview format will be reviewed with the Association president for all administrative positions, and Association's representatives shall be from as broad a spectrum as the vacancy warrants. Association building representatives will be solicited by administration to serve on building level and district office administrator interviews. A list of all interview team volunteers will be shared/discussed with the Association president or designee. The Administration and Association shall collaboratively form the interview team. Before the Board acts, the committee will meet with the superintendent or a designee to discuss the finalists and reasons for their choices. The final selection of any administrator is the authority of the superintendent.

2.11 Teacher Employment Security

- A. The Board shall not suspend, terminate, or otherwise discipline any teacher without just cause.

- B. A probationary period consisting of four school years shall exist for new teachers. During this probationary period, the teacher's principal or designee will evaluate the teacher as indicated in the approved Staff Evaluation Plan.

**Article III
EMPLOYMENT CONDITIONS**

3.1 Pupil Problems

The parties agree that the teacher has the primary responsibility for maintenance of discipline within the classroom, hallways, and areas under his/her supervision, assignment, or duty. This responsibility of, and action by, the teacher shall be under the direction of policies, procedures, and practices established by the Board, superintendent, and building administrators.

3.2 Notification of Assignments

All teachers shall be given notice of their assignments for the forthcoming year no later than May 30 prior to the first day of the new school term. In the event changes in such assignments are proposed, the teacher affected shall be notified and consulted as soon as possible before the change is made. If a teacher's assignment is changed, the teacher shall be allowed to resign within five (5) days after receiving notice of the assignment change or before the new school term begins (whichever comes first), if such change is not acceptable to the teacher. In the event the member perceives such a change as being unnecessary, the member may request a review by the superintendent and the Association president. The request must be made in writing and submitted to the superintendent and the Association president within five (5) working days of the notice of change of assignment. A work day is defined as a day when the Administration Office is open for business.

3.3 Class Size, Class Composition, and Learning Environment

The teacher will be recognized as a resource on class size, class composition, and learning environment. Concerns may be submitted to the building administrator. After review by the building administrator and teacher(s), a recommendation will be submitted to the superintendent if so desired by either the teacher(s) or building administrator.

It is recognized by the Board of Education and the Association that the number of students in the classroom has an impact on an effective educational program. The Board of Education agrees to make reasonable effort to maintain appropriate class size subject to space availability, budget limitations, availability of teachers, and/or necessary funds. For this purpose, the parties agree to use the numbers below as guidelines.

A.	Kindergarten - 2nd grade	23	Aide
		26	Split
B.	3rd - 5th grades	25	Aide
		28	Split
C.	6th - 8th grades	30	Split
D.	9th - 12th grades	31	Split
E.	Kindergarten Extended Day	13	Cap
F.	Middle School Counselor	600	
G.	High School Counselor	400	

The class size numbers in grade K-12 apply to core academic areas only.

- H. The Board and administration will make every effort to maintain class size in lab classes at spaces available or the above guidelines, whichever is fewer.
- I. When assigning paraprofessionals to the classroom, the teacher's recommendation will be strongly considered. If he/she is not in agreement with this decision, he/she may appeal to the superintendent.
- J. Any special needs paraprofessionals shall accompany the students to whom they are assigned to the specials classes if required by the student's IEP.
- K. When a regular education instructional paraprofessional is required for grades 6-8, a plan will be developed by the teacher team and presented to the building principal and superintendent. The Board will commit to 2 F.T.E.
- L. Class Size Review - Building administrators shall meet with their respective faculty in the spring to review projected enrollments and staffing needs for the coming year. The purpose of these meetings shall be to identify areas of concern. Such concerns shall be reported to the superintendent and Association president.

3.4 Vacancy Notification

- A.1 A vacancy is any position that is not currently staffed due to changes in enrollment, retirement, transfer, or resignation. Whenever a vacancy occurs that requires certification, a notice of such vacancy shall be posted on the district's web site and in each school building in a prominent location. These notices will include the job description, effective date of vacancy, type of certification necessary, (building, grade level, subject area), and information concerning the securing and deadline for filing of the application. A like notice will be posted in the same location(s) for extra-curricular positions. A minimum of seven (7) workdays posting in district is required before any vacancy may be filled or published externally (except in cases when an opening occurs 3 weeks before the opening of school or when an opening occurs during the school year). During summer months, vacancy notices will be sent electronically.
- A.2 All vacancies shall be posted on the district's web site and on the bulletin board in the district office and in the office area of each Building principal/director. A copy shall be sent to the president of the CEA or his/her designated representative at the time of the initial posting.
- B. Extra Curricular Positions

The administration will make every effort to fill extra curricular positions internally. However, the most qualified candidate will be hired.
- C. Extra Curricular Assistance Positions
 - 1. Extra-curricular assistance positions shall first be filled by teachers in that building. If a position remains open, then it shall be filled by teachers in the District. If the position remains open, it shall then be filled by any qualified individual.

3.5 Length of Day

- A. The teachers' regular assigned work day shall not exceed seven (7) hours and forty-five (45) minutes per day (including lunch).
- B. Starting and ending times, including institute and in-service days, shall be established by the administration and changes shall be approved by the superintendent after consultation with the Association president.
- C. A teacher's starting and ending times may be adjusted as needed with prior notification to the building principal and/or his/her designee.
- D. Teachers will occasionally be required to perform additional duties and responsibilities beyond the normal school day such as teachers' meetings, committee meetings, staffings, parent teacher conferences, and occasional events in the evening hours. Teachers will be required to attend no more than three (3) evening functions in a school year. Any additional evening supervision will be classified as extracurricular assistance.
- E. Full-time elementary specialized instructors' student contact time will be set at 315 minutes per day. A specialist includes art, music, physical education, and health.
- F. If a teacher is required to travel between schools, student contact time shall be reduced by 1/2 hour on the days that the teacher is required to travel. If travel is confined to Central Campus locations (CHS, CMS, HBT) the student contact time shall be reduced by 1/3 hour on days that the teacher is required to travel.
- G. No increment of less than 20 minutes shall constitute preparation time.
- H. District teachers will have a duty free lunch period of not less than thirty (30) minutes.
- I. Elementary teachers shall be provided preparation time during those periods when their classes are scheduled to receive instruction from specialists.

Every effort shall be made to schedule these specialists in such a way as to provide a daily planning period for each teacher.

Planning periods shall be maintained at the 2009 – 2010 levels.

3.6 Seniority

Seniority shall be defined as continuous service with Central Community Unit School District 301. It begins for all teachers on the teacher's first day of work. In the event more than one teacher holds the same seniority date, their ranking shall be determined by date of hire. If in the event more than one teacher still holds the same date, then their ranking shall be determined by lot.

Sabbatical leaves shall not generate additional seniority nor break the continuous service record of any employee. If a teacher serves on a non-bargaining unit position, then seniority will not be accrued during that period of time.

3.6 Transfers

A. Voluntary

Any teacher on tenure status or who will be eligible for tenure status in the coming school year may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the building principal where the vacancy exists. When two or more equally qualified teachers apply for transfer to the same open position, the teachers involved will enter into the interview process. The interests and aspirations of the individual teacher as well as the needs of the District shall be considered in all transfer decisions. If a request for transfer is denied, the reason for denial shall be stated if the teacher so requests.

The Board agrees that prior to the implementation of transfers required by school openings, closings, or grade level reorganizations it will consult with the Association with regard to procedure for such transfers.

1. Interview Process

The Board will continue its long standing practice of involving staff in the interview process. That process is as follows:

- a. The building administrator in charge shall be responsible for the development of the collaborative interview process.
- b. The interview session(s) may include the administrators in charge and up to six teachers.
- c. Teacher representatives selected by the Association and the administration shall be from as broad a spectrum as the vacancy warrants.
- d. Persons involved in the interview process shall be advised of the need of confidentiality and respect the rights and dignity of those involved.
- e. The building administrator has the final say in the hiring process. Before the job is offered the committee will meet with the Building Administrator to discuss the final choice and reasons for same.

B. Involuntary

1. The Board acknowledges that it is most desirable to have professional staff working in positions for which they volunteer; however, it is not always possible to accommodate such wishes due to legal qualifications, staff reductions, and the like. The Board will make every effort to minimize the involuntary transfer of tenured staff. (Any teacher transferred without request shall be given due consideration for reassignment to future vacancies for which the teacher is qualified.) At no time will staff be transferred for arbitrary or capricious reasons.
2. Before any involuntary transfer of tenured staff is completed, a reasonable effort will be made to fill said position on a voluntary basis. If the position cannot be filled on a voluntary basis and the transfer of a tenured staff member is warranted, a conference with that teacher shall take place in advance. The rationale for such a transfer shall be

provided by the administration in writing if requested. (Teachers who have been involuntarily transferred may request that they be informed of any vacancy which becomes available for which they are qualified. The teacher's request shall be in writing and state the specific position of interest. In order for such request to remain in force, the request must be made annually).

3. District seniority will be considered in the involuntary transfer process.
4. No involuntary transfers of tenured staff will occur between August 1 and the opening day of school unless required by changes in enrollment.

3.7 Internal Substitution

Internal substitution is discouraged for all but emergency situations. In an effort to deal with those emergency situations, each building principal will, at the beginning of every year, compile a list of those teachers who would volunteer to do internal substitution and when each would be available to substitute. In those situations where it is necessary to utilize an internal substitute, those teachers who have volunteered would be asked to substitute on a rotating basis.

If there is no regular substitute or volunteer available, the principal or his/her designee may assign a teacher to substitute. This involuntary assignment shall also be administered on a rotating basis among all available teachers. No teacher shall be required to perform involuntary substitutions more than three (3) times each school year. Any teacher who substitutes shall be compensated at the negotiated internal substitution rate. A teacher will not monitor another teacher's class while his/her class is in session.

3.8 Standing Committee for Inclusion of Special Education Students

Beginning with the 2009-2010 school year, a standing committee shall be established to support the inclusion of special education students within the general education student population.

This standing committee will be advisory in nature. It will gather and disseminate information regarding best practice and will serve as a resource to teachers. This group will have no authority or responsibility for student placement or support services rendered and will not take the place of a student's Individual Education Program team or a building level student support team.

Membership of this committee will consist of the Director of Student Support Services, two (2) administrators, four (4) general education teachers, four (4) special education teachers, one (1) school psychologist, and one (1) social worker or guidance counselor.

This group will meet at least three (3) times within the school year.

Inclusion

The Board and Association recognize that the Board of Education has a duty and responsibility to provide disabled students with an appropriate education in the least restrictive environment in accordance with an Individual Educational Program (IEP) or 504 Plan for each student developed pursuant to an IEP meeting involving school personnel, the student, and the student's parents and/or guardians. Primary consideration of special education students for the process of inclusion in a general classroom shall be based upon federal and state regulations regarding Least Restrictive Environment and the provision of special education services to identified students.

- A. To help ensure the success of all students, the general education teacher will be provided with the necessary staff development training and appropriate support systems as determined by the student support or IEP team. Support systems may include the assignment of a paraprofessional, the provision of specialized curricular materials, and/or adaptive equipment provided by the district. Services and/or consultation from related service specialists or external consultants as specified in the IEP or the accommodation plan will be provided.

Other assistance may include, but not be limited to the following:

1. Providing specialized instructional assistance by special education staff to the student or teacher as delineated in the IEP.
 2. Requesting a PST or IEP meeting as necessary to review the appropriateness of a student's IEP or placement.
 3. Counseling/social work services provided to the student as delineated in the IEP.
 4. Arranging for collaboration time or consultative services for the teacher to address student needs as delineated in the IEP.
 5. Other assistance or support services as determined by the PST team in order to implement the IEP. Teachers shall not be required to perform non-educational services.
 6. Every effort will be made by the Board to maintain reduced class sizes in those classrooms where significantly disabled students are included.
- B. There shall be a meeting with the principal, the special education teacher, the general education teachers, the child's parents/guardians, and any other required member of a child's IEP team to evaluate placement and to make recommendations as provided through the Annual Review process.
- C. The District shall place no more than one significantly disabled student per general education classroom, unless a valid educational reason exists, as determined by the building level student support team which shall include the general education teacher. In the event that more than one significantly disabled student is included within a general education classroom, paraprofessional support shall be available.
- D. Appropriate training for teachers anticipated to receive a significantly disabled student will be provided prior to the student's programming or immediately following programming, if prior time is not practical. Ongoing training/consultation shall be furnished by the District for those individuals who are responsible for the implementation of the included student's IEP.
- E. Every effort will be made to schedule planning meetings for the purposes of collaboration, consultation, modifications, coordination of services, etc. during the regular school day, unless other arrangements are requested by the involved staff. Scheduling should allow for a qualified classroom substitute teacher.

3.9 District Committee for RTI

Beginning with the 2009-2010 school year and concluding with the 2010-2011 school year, a committee will be established to monitor the implementation of Response to Intervention (RTI) within the district. The

purpose of the committee will be to gather and disseminate information regarding the district's implementation of RTI and RTI initiatives occurring at each site. The committee will be comprised of, but not limited to, the Director of Curriculum & Assessment or his/her designee, the Director of Student Support Services or his/her designee, the District Literacy Coordinator, at least one principal from each grade level center, at least two school psychologists, and two or more teacher representatives from each building. This committee shall meet at least 3 times within the school year.

3.10 Safe Working Conditions

The Board shall make good faith, reasonable efforts to insure that educators are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety, or well-being. All questions arising under this section shall be resolved exclusively through the grievance procedure, except in cases where conditions present an eminent danger of immediate physical harm.

Article IV

TEACHER EVALUATION

4.1 Primary Goal and Purpose of the Evaluation

- A. The Association and the Board agree that the primary goal of teacher evaluations is to encourage and promote the professional development of all teachers and to assist in the retention of top quality non-tenured teachers.
- B. The purpose of the evaluation is three-fold:
 - 1. To facilitate the improvement of teaching and learning
 - 2. To support best practices in education and provide for periodic review and evaluation of all staff
 - 3. To provide a basis for administrative recommendations regarding renewal, promotion, assignment, or dismissal of staff
- C. The purpose of probationary evaluation is to determine the following:
 - 1. If the educator meets district standards for competence in his or her practice
 - 2. If the educator has the potential to become an excellent educator by district standards
 - 3. If the educator will be re-employed

The probationary evaluation program is designed to determine future employment status and to assist in the development of professional potential.

4.2 Procedure, Administration, Orientation, and Primary Goal

- A. The principal, or the administrator in charge of teacher supervision, shall be responsible for the administration of the procedure for teacher evaluation.
- B. The designated administrator shall orient all teachers to be evaluated under the administrator's supervision in regard to teacher evaluation procedures, standards, and instruments. At this time, teachers will be informed of their assigned summative evaluator. This shall be done by September 15 each year. No formal evaluation shall take place until such orientation is completed.
- C. All probationary teacher evaluations shall be completed by March 15 of each year, and all tenured teacher evaluations shall be completed by May 1 of each year unless an extension is agreed to by the teacher and evaluator and approved by the Association president and the superintendent.

4.3 Procedure

- A. Probationary teachers, including part time teachers, in their first year in the profession shall be formally evaluated at least four (4) times during the school year. Remaining probationary teachers, including part-time teachers and those in their first year with the district but with three or more year's prior experience, shall be formally evaluated at least two (2) times during the school year. Tenured

teachers shall be formally evaluated at least one (1) time every school year. Nothing in the agreement shall be construed to limit the number of formal or informal observations of educator performance deemed necessary by the administration.

Each formal evaluation shall include, but not be limited to, an instructional classroom observation, a written evaluation report, and a conference. An instructional classroom observation consists of a minimum of a regular instructional lesson/period or a minimum of twenty-five (25) minutes. Efforts shall be made for instructional observation in different subject areas, age, and/or ability levels, whenever possible or feasible.

- B. The evaluator and teacher shall sign the report before it is placed in the teacher's personnel file. Such signature by the teacher only acknowledges that the teacher has read the report and does not indicate agreement with its contents. Formal classroom observations (visitation) of teachers for purposes of evaluation shall be conducted openly and with the full knowledge of the teacher. However, this does not preclude chance or casual observations of the teacher.
- C. The teacher shall receive a copy of all evaluative material placed in the teacher's personnel file within five (5) school days of its placement there.
- D. The teacher shall have the right to respond in writing to any evaluative material placed in the teacher's personnel file and have the response included with such evaluative material in the teacher's personnel file within twenty (20) working days of the receipt of the evaluative material. All responses shall be reviewed by both the evaluator and the superintendent.
- E. In case of an adverse evaluation serious enough so that termination is considered, either the teacher or supervising administrator may ask that another administrator be requested to complete another evaluation within five (5) days after the initial evaluation.
- F. In all cases where a probationary teacher shall not be recommended for continued employment for inadequacies in performance, the supervising administrator shall notify the superintendent no later than forty-five (45) days before the end of the school term. At least ten (10) calendar days prior to this date, the teacher's supervising administrator shall advise the teacher of the recommendation.
- G. Teacher Receptiveness

Teachers shall receive in a positive and professional manner, the suggestions and ideas for improvement as well as criticism and administrative comments to note needed change, correction, or implementation.

4.4 Evaluation Instrument Review Committee & Certified Educator Evaluation Plan

The District Leadership Team (DLT) shall be responsible for the initiation of an annual Evaluation Instrument Review Committee. The Evaluation Instrument Review Committee is a joint teacher/administrator committee that shall review, and if necessary, revise the current Certified Educator Evaluation Plan. This committee shall be composed of equal representation of Association members and members from the administration, but shall, at minimum, include a teacher and an administrator from each level (primary, middle school, and high school) and the superintendent and Association president or their designees. Participants on this committee shall be selected by the group which they represent. Meetings shall be called jointly by the superintendent and Association president. Recommendations shall be submitted to the District Leadership Team for its concurrence.

Article V
GRIEVANCE PROCEDURE

5.1 Purpose

The purpose of this procedure is to provide at the lowest possible administrative level a standard means by which the welfare of the teachers can be maintained.

5.2 Definition

A grievance shall mean a claim initiated by a teacher or a group of teachers which indicates a violation, misinterpretation, or misapplication of any of the provisions of this agreement. The termination of a probationary teacher shall not be the basis for a grievance.

5.3 Procedure Steps

A. Teacher - Supervisor Informal Conference

Within twenty (20) school days of an incident, the teacher(s) shall first attempt to resolve the problem, personally or accompanied by an Association representative, with the principal or supervisor.

B. Teacher – Supervisor Formal Conference (Step I)

The grievant shall present the grievance in writing (forms shall be available at each building) to the immediately involved supervisor within fifteen (15) school days of the date of the Informal Conference. The supervisor shall arrange for a meeting to take place within ten (10) school days after the receipt of the grievance form. The Association's representative, the grievant, and the immediate supervisor shall be present for the meeting. Within ten (10) school days of the meeting, the grievant, and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

C. Association – Superintendent (Step II)

If the grievance is not resolved at Step I, then the Association may refer the grievance to the superintendent or the superintendent's official designee within ten (10) school days after the receipt of the Step I response. The superintendent shall arrange with the Association's representative, for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.

D. Meeting with the Board

If the grievance still exists and the aggrieved teacher(s) is not satisfied, the next step is a meeting with the Board.

1. If the aggrieved teacher(s) and the grievance committee desire a meeting with the Board, written notice shall be given to the superintendent requesting such a meeting.

2. Within 30 school days after receiving the written request, the Board shall meet with the aggrieved teacher(s), grievance committee, principal or supervisor, superintendent, and others approved by the superintendent, Board, or Association president.
3. The decision of the Board shall be rendered in writing to the aggrieved teacher(s) within five (5) school days after the Board meeting.

E. Arbitration

If the grievance still exists and the aggrieved teacher(s) is not satisfied, the next step is arbitration.

1. If the aggrieved teacher(s) and the grievance committee desire impartial arbitration, written notice shall be given to the superintendent within twenty (20) school days after receiving the decision of the Board (Step E / F). If a request for impartial arbitration has not been received by the superintendent within twenty (20) days after receiving the Board's decision (Step E/ F), then the grievance shall be deemed withdrawn.
2. Within 15 school days after receiving the written request for impartial arbitration, the Board shall enter into the arbitration selection process. The arbitration proceedings shall be conducted by an arbitrator agreed upon by the teacher(s) and Board.
3. If agreement has not been reached on the selection of an arbitrator by the end of the 15 school days after receiving the request for impartial arbitration, the American Arbitration Association (or other mutually agreed upon source) shall be requested to act as administrator of the proceedings and supply a list of five arbitrators' names and qualifications.

Either party may reject one list of arbitrators in its entirety and request that another list be submitted.

From the list of five arbitrators, the party initially requesting the arbitration shall strike two names from the list and then the other party shall strike two names from the list. The person whose name remains on the list shall be the arbitrator selected. The arbitrator shall be notified by the superintendent of his/her selection and requested to contact the parties to set a hearing date, time, and place.

4. Neither the Board nor the Association shall be permitted to assert any grounds or submit any evidence to the arbitrator which had not previously been disclosed to the other party during the previous steps.
5. The arbitrator shall have no power to nullify, alter, modify, amend, ignore, add to or subtract from the provisions, terms or conditions of this agreement in any way. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of this agreement.
6. Insofar as such arbitration is limited as stated in the preceding paragraph, both parties agree to abide by the results of the findings of the arbitrator.
7. Any grievance which arose prior to the effective date of this agreement shall not be processed.

8. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the teacher(s).
9. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.

5.4 Grievant, Association, and Board Cooperation

The grievant and Association shall not interrupt the instructional and regular duties of teachers within the district in the investigation of any alleged grievance. To the extent possible grievance investigations will take place outside work hours. However, should the Board and the Association agree that the investigation be held during work hours, the Board and Association representatives shall be released without loss of pay or benefits.

5.5 Bypass

If the teacher(s) and the superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

5.6 Grievance Withdraw

A grievance may be withdrawn at any level by the teacher(s) making written request to the superintendent to withdraw the grievance, or by the failure by the teacher(s) to continue on to the next step in the procedure

5.7 Step III Grievance

Grievances involving a supervisor or supervisors beyond the teacher's immediate supervisor may be initially filed by the Association at Step III.

5.8 No Reprisal Clause

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

5.9 No Written Response

If no written decision has been rendered within the time limits indicated by a Step, then the grievance shall be deemed denied and may be advanced to the next Step.

Article VI

LEAVES & BENEFITS

6.1 Leaves of Absence

- A. Leaves of Absence without pay may be granted to tenured teachers by the Board upon recommendation of the superintendent when staff conditions permit. Such leaves will be for a maximum of one full school year and upon return to the district will assure the teacher of a position for which he/she is qualified. Any teacher not returned to the position he/she held immediately preceding the leave shall be covered by Section 3.6B of this contract.
- B. All leave requests must be presented to the superintendent of schools and should be presented at least three school months prior to the beginning of the proposed leave.
- C. Leaves may be granted to tenured teachers for:
1. Additional Education

When a teacher has been employed in District 301 for a minimum of three years, and additional education can be shown to bring about improvement in the teacher's performance, and a planned program which is recognized by an education accrediting agency is submitted, leave will be considered.
 2. Personal Leave

Requests for personal leave will be considered on the basis of convenience to the school district. A plan which provides for continuity of instruction and grade reporting of students must be agreed upon by the teacher, principal, and the superintendent prior to granting such leave.
 3. Military Service.
 4. Serious illness within the immediate family.
- D. A teacher who is on leave of absence for a half year or less receives one year credit on the salary schedule. A teacher who is on leave for more than a half year does not receive credit on the salary schedule. Placement on the tenure seniority list will be based on actual months of service. Each month or fraction thereof shall be counted as one tenth of a school year.
- E. A teacher on leave of absence may continue membership in the medical and dental insurance program providing the teacher elects to participate in advance, in writing, and pays the premiums in advance to the business office. No contribution toward such insurance programs will be made by the Board of Education during such leave period.
- F. A teacher granted a full school year leave will notify the superintendent's office in writing of his/her intent to return to the school district for the next school year by March 1 of the year in which the leave shall terminate. Failure to do so will result in automatic severance of his/her employment relationship with the district.

6.2 Pregnancy and Parental Leave

- A. Absence due to pregnancy related disability shall be treated as sick leave consistent with the Family Medical Leave Act until all accumulated sick leave expires. The Board shall be given reasonable notice. A teacher who returns from pregnancy leave shall be reinstated to a position in the district. The teacher shall, prior to her return, provide the Board with a letter from her physician indicating that she is able to return to work and perform her job.
- B. Due to pregnancy, childbirth, adoption, or child rearing, and in addition to or in place of the preceding (Item A), the teacher shall receive a parental leave of absence without pay for a period of time agreed to by the teacher and Board. Such leave shall not exceed one year. A teacher taking parental leave of absence shall be able to continue in the group insurance program(s) provided under this agreement by making advance payment to the district of the premium(s) due.

6.3 Sick Leave

- A. Sick leave is leave necessitated by personal illness or illness in the immediate family.
- B. Full-time teachers, without deduction in pay, shall be credited with twelve (12) days of sick leave per year. Beginning in the fifteenth year of employment, and anytime thereafter, when a teacher has accumulated and continues to maintain at least 150 sick leave days, the teacher shall be credited fifteen (15) days of sick leave per year. If a teacher who previously reached 150 sick leave days falls below 150 days he or she may request a meeting with the Association president and the superintendent to determine his or her future sick day allotment. Sick leave shall be cumulative to 350 days at the end of the school year. All days accumulated beyond 350 shall be deposited in the Sick Leave bank. A teacher may use sick leave up to the maximum he/she has accumulated. Should TRS rules regarding accumulated sick day creditable to retirement change, this section shall be opened for reconsideration.
- C. Sick leave of up to three (3) days may be used in the event of death within the immediate family; the superintendent shall extend such to allow a reasonable time to return to the district following burial, or extend in special circumstances.
- D. Immediate family shall mean spouse, parent, brother, sister, child, grandparent, grandchild, father-in-law, mother-in-law, step-parents, step-parents-in-law, daughter/son-in-law, brother-in-law, and sister-in-law, or persons living in the household.
- E. Any teacher hospitalized for surgery shall present medical clearance, signed by his/her physician, before returning to work.
- F. A teacher may use up to two (2) sick leave days per year for funeral attendance not covered under the terms for use of sick leave. Such leave may be taken in half- or full-day increments.

6.4 Sick Leave Bank

- A. Purpose

The purpose of the sick leave bank is to provide extended sick leave to those bargaining unit members who incur a period of severe and/or life-threatening illness and/or hospitalization and have expended all of their personal sick leave.

B. Eligibility

1. Membership shall be voluntary and shall continue unless the individual notifies the superintendent or designee and the Association president in writing that he/she wishes to withdraw as a member of the sick leave bank.
2. Members shall contribute one (1) sick day per year for the first two (2) years of their membership. There will be no withdrawals from the bank until the bank accumulates one hundred (100) days. In the event the bank is depleted to less than one hundred (100) days, each member shall contribute one additional day. Teachers must apply for new membership before October 1 of each school year which is when sick days will be transferred to the sick leave bank. Teachers hired after October 1 will be able to join for up to ten (10) days from the first day of employment.
3. Sick leave days deposited by a withdrawing member shall remain in the bank.
4. Teachers who join the sick leave bank after their initial eligibility will contribute one day for each of the first two (2) years of employment.
5. Part-time members will be eligible for the sick leave bank provided they contribute the days necessary for membership.

C. Administration

1. The bank shall be administered by a committee consisting of three (3) teachers appointed by the Association president and an administrator appointed by the superintendent. The committee shall rule on individual applications for withdrawal of days from the bank within the following guidelines:
 - a. The teacher shall have exhausted his/her individual accumulated sick leave or have signed a letter of intent to retire, and due to some accident or illness, the member falls below or is in danger of falling below the number of sick leave days needed for retirement.
 - b. The bank shall be applicable to illness or injury of the member only.
 - c. The teacher shall supply such medical reports as deemed necessary by the committee which may include a second opinion.
 - d. The teacher shall not be required to pay back, in any manner, the number of days awarded by the bank.
 - e. The teacher must have an illness or accident requiring an absence of more than thirty (30) working days.
 - f. The number of days granted to any member shall not exceed one hundred eighty (180). If the need presents itself, the member may reapply.
 - g. Only members of the sick leave bank may draw days from the bank. Members may draw only fifty percent (50%) of the days available for one (1) illness or injury in a given school year. A member cannot claim access to the bank if on

unpaid leave, after resignation or dismissal, or while on TRS disability or worker's compensation.

2. The personnel office will maintain all required records for the maintenance of the sick leave bank. Reports on the current status of the bank will be supplied to the committee upon request.
3. The decision of the committee is final and shall not be grieved.

6.5 Personal Leave

- A. At the beginning of each school term, each full-time teacher shall be credited with three (3) days of leave, without deduction of pay, to be used for the teacher's personal business.
- B. If a teacher can demonstrate that previously used personal leave days were used for reasons outside the teacher's control and additional days of personal leave are needed for reasons outside the teacher's control, the superintendent may approve a request for additional personal leave days.
- C. Except in case of emergency, a teacher must submit a written request to use a personal leave day at least two (2) school days prior to the day of the absence.
- D. Personal leave days shall not be approved for the day preceding or following a holiday or vacation unless it can be shown that the reason is outside of the control of the teacher.
- E. Personal leave shall not be used during the first and last five (5) student attendance days of the school year unless it can be shown that the reason is outside of the control of the teacher.
- F. Any personal leave days not used by the end of the school year shall be credited to accumulated sick leave up to the limit allowed.

6.6 Association Leave

- A. In the event that the Association desires to send representative(s) to local, state, and national conferences or on other business pertinent to Association affairs, the representative(s) shall be excused without loss of salary or benefits for any aggregate number of days not to exceed fifteen (15) in any school year used for such purposes and further providing the frequency of excused leaves does not impair the quality of classroom instruction and that a written request for leave has been submitted to the superintendent. The cost of substitute teacher(s) shall be paid by the district to a maximum of ten (10) days. The cost of substitute teacher(s) for any day over ten shall be paid by the Association. No individual teacher's association leave shall exceed five (5) days in any one school year. Cost for additional days for the Association activities shall be borne by the Association at the current substitute rate.
- B. Should a member of the Association be elected to a state or national office, the Board agrees to do the following:
 1. If required, the Board agrees to grant renewable leaves of absence for the duration of the term with no loss of seniority or tenure.

2. If required, the Board agrees to the Illinois Education Association teacher-partner plan, with the district being reimbursed at the rate of a beginning teacher. Said reimbursement shall be used to hire, with the concurrence of the member, a teacher-partner for the Association member.
 3. If required, the Board agrees to accept reimbursement for substitutes for the member when the member is required to be out of the district while performing the duties of the elected office.
- C. The Association president or his/her designee shall be granted the equivalent of up to 1/4 FTE of teacher time for the purpose of conducting Association business. The cost of the substitute teacher, at district substitute rate, will be the responsibility of the Association.

6.7 Professional Leave

- A. Upon approval of the superintendent and within administrative procedures, each teacher shall be granted one (1) day of professional leave without loss of pay during the school year. Professional leave feedback will be provided through various means, which could include, but not be limited to, grade level, site based, faculty, or committee meetings.
- B. Unused professional leave shall not be added to accumulated sick leave.
- C. The Board agrees to reimburse teachers for the costs of one professional development day per teacher per year and travel.
- D. Additional professional days may be granted at the discretion of the superintendent.
- E. Professional leave shall be used for the following purposes:
 1. Visitation to view other techniques or programs, new equipment, and other observation visitations that relate to the teacher's classroom duties and/or extra-curricular duties, and which are not part of an in-service program.
 2. Conferences, workshops, or seminars so related which are conducted by colleges, universities, industries, suppliers, and professional organizations.
 3. Professional days required by the administration will not be included in the one professional day. If such meeting is requested by the administration, total costs of attending such meetings shall be paid by the Board.

6.8 Job Sharing Leave

1. Policy: Job Sharing is defined as a voluntary employment arrangement in which two (2) tenured teachers who have been employed by District 301 for not less than five (5) years share one full-time position and have been granted a job share leave of absence.

A job sharing leave may be granted to tenured teachers at the sole discretion of the Board of Education. The goal of a job sharing arrangement is to provide benefits to all parties involved: teachers, students, and parents in District 301.

2. Procedures: Following notification of the principal of the intent to apply for a job share leave, the teacher(s) proposing the leave shall forward the plan to the superintendent for consideration and potential recommendation to the Board of Education. The superintendent shall formulate the recommendation in consultation with the principal. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves. Refusal to grant such a leave shall not be subject to challenge through the grievance procedure. The district shall notify the applicant(s) of disposition regarding requested leave by April 1. Written disposition shall be forwarded to applicant(s) on the original application proposal. Exceptions to the stated timelines may be allowed should extenuating circumstances occur.

Individuals who wish to job share shall jointly apply to the Board of Education no later than March 1 of the year before they wish to job share. The Application shall specify that both parties understand that they will only receive a pro rata share of benefits and must attend all Institute Days, Parent Teacher Conference Days, Training Days and other required employee duties on a full-time basis without additional compensation.

The teachers who are in a job sharing position must notify the Board in writing no later than February 1 if they wish for the job sharing position to be considered for renewal for the next school year. The Board may require that a teacher return to full time teaching by giving written notice no later than May 1.

3. Salary Credit Allowable

Teachers in job sharing leave positions shall receive salary step growth at the start of the school year following the accumulation of the equivalence of one (1) year of full time service (i.e., if a person works two (2) years in a 50% job share position he/she would advance only one step on the salary schedule after the second year. They would not advance a step after one (1) year of a job share position. Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked).

4. Length of leave

The length of a job sharing leave shall be for one (1) school year and may be considered for renewal under the same procedures as detailed in 6.8.2.

5. Seniority

Teacher's participating in the job sharing leave program shall accrue seniority in proportion to the time worked (e.g., one-half year for each year of one-half time employment). The tenure of a teacher on job sharing leave shall not be interrupted during the time he/she is on the leave.

6. Insurance

Teacher's participating in the job sharing program shall be eligible for insurance benefits. The Board of Education's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing teacher. The job sharing teacher shall pay the balance of any premium via payroll deduction. Teachers could not exceed the existing level of insurance coverage (pro-rated) that they had during their last year of full-time employment.

7. Return from Leave

Participants in a job sharing leave program shall submit written notice of their intent to return by February 1 proceeding the year they plan to return. The superintendent will place the returning teachers in positions that best meet the needs of the district with consideration being given to the teachers' previous teaching experience.

8. Sick Days/Personal Leave Days

Sick days and personal leave days shall be provided in proportion to the time worked.

Article VII

TEACHER COMPENSATION AND FRINGE BENEFITS

7.1 Salary Schedule

- A. The teacher salary schedule shall be as set forth in (Appendix A) which is attached to and incorporated in this agreement. The schedule shall be based on the school calendar as established by the Board upon the recommendation of the superintendent.
- B. Teacher required workdays shall not exceed 182 days per year during the 2009 – 2011 school years unless an adjustment (increase) in pay is provided
- C. Teachers' salary shall not be reduced (except in case of a strike or other employee related work stoppage) as a result of the school calendar being reduced to less than 182 teacher work days during the 2009 – 2011 school years.
- D. Any teacher placed on remediation shall have his/her base salary frozen for the period of remediation. The salary freeze shall be limited to loss of movement on step, but not across lanes. The teacher placed on remediation shall be moved to the correct step after successful completion of remediation and paid accordingly for the remainder of the school year. In addition, extra duty pay shall not be affected.
- E. Those teachers hired after July 1, 1993, and those teachers with less than BS+16 as of September 15, 1995, shall be paid according to Appendix A for 2009-2010, B for 2010-2011.

Those teachers hired prior to July 1, 1993, with a BS+16 or beyond as of September 15, 1995, will continue on the existing pay scale and shall be paid according to Appendix A-1 for 2009-2010, B-1 for 2010-2011.

Upon receiving a master's degree, teachers positioned in columns E, F, G as of September 15, 1995, will retain that placement and shall advance on the salary schedule for each additional eight (8) hours earned to the limit of the salary schedule.

- E. Any teacher new to the district with no prior experience shall be placed on the first row of the salary schedule. Any teacher new to the District with prior experience shall be placed one row less than the number of year's experience they bring to the District. Advancement shall then be one step for each year of service with Central District 301.
- F. Official transcripts or university/college grade reports (provided that the grade report indicates that the teacher earned graduate credit for the course) reflecting additional academic credits are due by September 15 and February 15. Salary adjustments will be reflected on the October and March checks and credit shall be retroactive to the start of the semester in which the evidence of academic credit is presented.
- G. The appropriate salary schedule for each year of this agreement is attached to and part of this contract along with schedule of indexes. Full-time teachers employed prior to January 1st in any academic year will qualify for step advancement for the subsequent year. Part-time teachers employed prior to January 1st in any academic year will qualify for step advancement at a rate of one step for every two years of continuous service to the district.

- H. For contract years 2009-2010 and 2010-2011 the Board and Association agree to the following:

CPI below 3.0%, the percent of increase remains at 5.5%.

CPI between 3.0% and 4.0%, the percent of increase would be 6.0%.

CPI above 4.0%, the percent of increase will be 6.5%.

The consumer price index language will not be in effect during the life of this contract. (September 1, 2009 – August 31, 2011).

7.2 Additional Compensation

- A. The superintendent may authorize additional compensation over the salary schedule on a year-to-year basis in those cases where a teacher has to carry an unusually heavy teaching load or is required to perform considerable additional duties. Increased classes over the regular class load on a full-time basis at the high school shall result in an increased salary on a pro rata basis, as approved by the superintendent after consultation with the Association president.
- B. For any teacher who teaches two (2) classes concurrently (where the total number of students in the combined classes) is at least ten (10) (where one of these classes is required to run as a cap stone class) the salary shall be calculated in the following manner. The salary of the teacher involved shall be divided by 6, then divided by 10, then multiplied by the number of students of the additional class to determine the add on amount of the additional class.

7.3 Pay Days -- School Not In Session

If the regular pay date during the school year falls on a day when school is not in session, teachers shall receive their check on the last work day prior thereto. During the summer checks shall be mailed so that they should arrive on or before the regular pay day.

7.4 Payroll Installments

- A. Each teacher shall be paid on the basis of twenty-four (24) equal payments. Paydays shall be the 15th of each month or the last working day before the 15th, whichever is earlier, and the last day of the month or the last working day before the last day of the month, whichever is earlier.
- B. Payroll adjustments other than movement on the salary schedule and annuities shall be made upon the teacher's request.

Adjustments in annuities may be made on a quarterly basis.

7.5 Payment for Extra Duty Assignments

- A. The Extra Duty Payment Schedule shall be set forth in the appendix which is attached to and incorporated in this agreement.
- B. When a new extra-duty position is created within the district, and it is assigned to a teacher by an administrator, placement of the position on the Extra-duty Schedule shall be by mutual agreement among the principal, Association president, and superintendent of schools.

- C. When the extra duty assignment of a teacher qualifies under the Extra Duty Payment Schedule, then such pay shall be added to the teacher's salary and shall be paid with the regular paycheck each pay period or as otherwise approved by the superintendent.
- D. Guidelines for each Extra Duty Assignment will be established. These guidelines will include a description of the goals of the assignment, expected number of student participants, number of student contacts /meetings/ practices, and duration of the assignment. These assignments will be reviewed by the principal or his/her designee. If the expectations of the assignment are not being met, the principal or designee addresses the concern with the sponsor and /or coach. Notification will be given to the Association president and the superintendent or designee. If guidelines for the assignment are still not being met in a one month period, the stipend will be suspended, and deductions will be made in the Extra Duty Sponsor / Coach reimbursement, equitably until the previously paid portion of the stipend is paid back.

7.6 Insurance

- A. For each full-time teacher who qualifies and requests any of these group insurance benefits, the district shall pay all or a portion of the premiums for the following:
 - 1. Life insurance for the teacher in the amount of \$20,000 or more. Teachers may purchase additional insurance as provided by the insurance carrier.
 - 2. Coverage for medical and/or dental insurance.
- B. For each full-time teacher who qualifies and requests any of the preceding insurance benefits, the district shall pay:
 - 1. Single coverage benefits: 100%
 - 2. Family coverage benefits: 75%
- C. Married couples/domestic partners employed by the district, who elect health insurance, will have a \$0 premium contribution. The \$0 premium contribution will apply for the entire family. The deductibles, co-pays and coinsurance will be the employees' responsibility. The Family Dental premiums will also be covered by the District at 100% for the base plan. However, the difference in premiums for the Buy-Up plan will be paid by the employee.
- D. Any full time teacher who qualifies for insurance benefits may select a \$1,800.00 stipend in lieu of insurance benefits. This stipend will be made in one payment and will come with the first check in December. Employees who elect the \$0 premium benefit shall not be eligible for this stipend.
- E. The Board, after consultation with the CEA, shall determine the specifications and select the carrier of the group insurance policies.

7.7 Flexible Spending Account

- 1. The Board shall maintain a cafeteria plan and flexible spending account which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment. The parties agree that such plan will be implemented within sixty (60) days of the ratification of this Agreement.

2. An employee may annually elect to participate by choosing to receive benefits not to exceed \$7,500 in any plan year. The amount elected shall be deducted from the employee's compensation. The plan year shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
 - a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
 - b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
 - c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during the succeeding plan year, and such amounts shall become the property of the plan. The member shall have until March 15th of the following year to use the designated amount for medical purposes.
4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payment during the plan year.
5. Claims for reimbursement must be for services received during the plan year.
6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

7.8 Termination of Salary & Benefits

Teachers who have resigned or who are terminated for any other reason may choose to be paid all compensation within ten (10) days of the last work day or may continue their regular twice monthly pay through the end of August. If a teacher takes all pay within ten (10) days of the last work day, insurance benefits shall terminate on the last day of the month in which final compensation is made.

Board paid insurance benefits shall terminate on the last day of the month in which final compensation is made. A 30-day notice will be given to a teacher prior to the termination of Board paid insurance benefits.

7.9 Internal Substitute Pay

The rate for teachers who lose their lunch or preparation period due to internal substitution or other assigned duties will be as follows:

30 minutes or less	\$16.00
31 to 45 minutes	\$24.00
46 to 60 minutes	\$32.00

When two people are assigned as internal subs in the high school to cover one period in the block schedule, each will be paid \$22.00. When one person is assigned as an internal sub in the high school to cover one period in the block schedule, he/she will be paid \$44.00.

7.10 Early Retirement

- A. For those teachers who have been employed by District 301 for twenty years or more and are at least 55 years of age and qualify for the early retirement option in the Illinois School Code the District will pay the employers portion of the E.R.O. No other option is available to these teachers-
- B. Teachers will be eligible for the following retirement plan if they meet the following requirements:
1. Be at least sixty (60) years of age by December 31 in the year of retirement; or
 2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois teacher Retirement System by December 31 in the year of retirement; and
 3. A minimum of twenty (20) years of full time service in CUSD #301

For the purposes of this Article, nonexempt TRS creditable compensation (earnings) is defined by the Illinois Pension Code and TRS rules and regulations.

One Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 stating that he/she shall retire at the end of the next school year, the teacher will be removed from the salary schedule and for the final year of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior year of employment.

Example: The teacher's prior year nonexempt TRS creditable earnings were \$40,000.00. The teacher's final year nonexempt TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$)

Two Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 two (2) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final two (2) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, 2011. The teacher's nonexempt TRS creditable earnings for the 2008-2009 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the 2009-2010 school year will be 42,400.00 (i.e., $\$40,000 \times 1.06 = \$42,400.00$). The teacher's nonexempt TRS creditable earnings for the 2010-2011 school year will be \$44,944.00 (i.e. $\$42,400 \times 1.06 = \$44,944.00$).

Three Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 three (3) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final three (3) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, 2012. The teacher's nonexempt TRS creditable earnings for the 2008-2009 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the 2009-2010 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's nonexempt TRS

creditable earnings for the 2010-2011 school year will be \$44,944.00 (i.e. $\$42,400.00 \times 1.06 = \$44,944.00$). The teacher's nonexempt TRS creditable earnings for the 2011-2012 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

Four Year Plan

If an eligible teacher gives the Board an irrevocable letter of retirement prior to August 31 four (4) years prior to the year of retirement, the teacher will be removed from the salary schedule and for the final four (4) years of employment the teacher's nonexempt TRS creditable earnings shall be increased by six percent (6%) over the teacher's nonexempt TRS creditable earnings for the prior years of employment respectively.

Example: A teacher will retire on June 30, 2013. The teacher's nonexempt TRS creditable earnings for the 2008-2009 school year were \$40,000.00. The teacher's nonexempt TRS creditable earnings for the 2009-2010 school year will be \$42,400.00 (i.e. $\$40,000.00 \times 1.06 = \$42,400.00$). The teacher's nonexempt TRS creditable earnings for the 2010-2011 school year will be \$44,944.00 (i.e., $\$42,400 \times 1.06 = \$44,944.00$). The teacher's nonexempt TRS creditable earnings for the 2011-2012 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The teacher's nonexempt TRS creditable earnings for the 2012-2013 school year will be \$50,499.08 (i.e., $\$47,640.64 \times 1.06 = \$50,499.08$).

Additionally, the Board will pay a lump sum bonus of 15% of the retiring teacher's last year's salary on the September 1st after retiring for each of two consecutive years.

Any teacher may revoke his/her election to retire only in the case of death or total disability of a member of the immediate family. All monies paid as a bonus will be repaid through equal monthly installments.

7.11 Mileage Expense Reimbursement

Automobile mileage expense reimbursement must be approved in advance by the superintendent of schools. The rate of reimbursement for approved mileage expenses shall be at least equal to the U.S. Internal Revenue Service rate.

Reimbursement shall be made for travel between schools for the purpose of performing regularly assigned duties.

Any teacher assigned coaching duties who is required to travel to an assigned duty in a District 301 school other than the school where he/she ends his teaching day shall be reimbursed for such travel when he/she uses his/her personal vehicle for transportation.

7.12 Athletic Supervision, Extra-Curricular Supervision Assistance, and Saturday School Supervision

For teachers who are assigned by the Athletic Director or Principal to complete these duties, the per diem pay shall be \$60.00.

7.13 Longevity Stipend

Each teacher who has continuously worked in the district for the specified number of years shall receive an additional stipend as shown below to be paid with the June or July payroll. These multipliers shall be applied to the base salary listed on the schedule for each year.

	<u>2009-2011</u>
10-14 years	0.014
15-19 years	0.024
20-24 years	0.040
25 or more years	0.060

7.14 Professional Growth Activity Program

The District Curriculum Coordinating Council shall annually establish the District #301 Professional Growth Committee. This subcommittee of the CCC will select, approve, and evaluate instructors and programs offered through the Professional Growth Activity Program (PGAP). Teachers shall have priority placement in the class provided timelines and course prerequisites (if applicable) have been met. If the timelines for sign up have passed, the district has the option to offer empty enrollment spots to other appropriate staff.

In addition, this committee will develop a needs assessment instrument and will be responsible for monitoring the completion of this instrument by the District staff. The subcommittee will be made up of the superintendent or his/her designee, Association president or his/her designee and one (1) teacher from each instructional level (elementary, middle school, and high school). Teachers shall be selected by the Association.

A. Course Selection and Approval Process:

1. At the beginning of each school year, a list of approved activity programs will be distributed to staff. A minimum of five (5) classes will be offered during each school year, with additional classes offered during the summer;
2. The amount of possible credit will be established in advance of enrollment;
3. Approved courses will address the needs of the district, staff, and students and must have a minimum fifteen (15) hours of instruction;
4. Only qualified instructors will be used. District certified staff will be given priority before instruction is outsourced.

B. Attendance

1. Participants are expected to be present at all sessions and to complete all assignments;
2. Absence, unless due to catastrophic reasons, from more than 20% of instructional time will result in the loss of credit for that course; and
3. A certificate of completion will be presented to the participant and a copy will be placed in his/her file.

C. Program Evaluation

1. Courses and instructors will be evaluated by the course participants and members of the standing committee;

2. Evaluation will be based on:
 - a. instructor expertise;
 - b. method of instruction;
 - c. content area;
 - d. relevancy to district/staff needs;
 - e. materials used/presented; and
 - f. other

D. Incentives

1. Teachers participating in the approved PGAP will be granted credit for salary schedule movement at the rate of one (1) hour of equivalent graduate credit for each fifteen (15) hours of instruction successfully completed. A maximum of five (5) equivalent credit hours may be earned in this manner during the course of one (1) school year. A school year is considered from September 1st to August 31st.
2. A fee of \$25.00 per class will be charged to each participant. In addition, each participant shall be responsible for the cost of any possible course books, materials, and/or other supplies.
3. Those teachers who elect not to take the PGAP credit will be given a stipend of \$150.00 for every PGAP hour earned to a maximum of \$750.00 per year.
4. Teachers are encouraged to successfully complete six (6) hours of credit every five (5) years. This credit may be achieved through the use of approved PGAP courses and/or graduate courses from accredited colleges or universities.
5. In-district teachers who serve as PGAP instructors shall receive either double the credit hours or \$350.00. The instructor shall have the choice of credit hours or stipend.

7.15 Hourly Extra Pay Rate

Salary for summer or evening school and any assigned responsibility in addition to the normal teaching load, shall be at the rate of \$28.00 per hour.

7.16 Tuition Reimbursement

- A. Teachers who earn tuition waivers will be offered the first opportunity to use tuition waivers and take course work from the issuing university. Unused waivers will be distributed equitably on a first come first serve basis. Teachers requesting multiple tuition waivers may receive one waiver and then be placed on a waiting list for additional waivers as they become available. Teachers must request these waivers each university school term.
- B. Tuition reimbursement will be paid at a rate of \$50.00 per semester hour for courses taken at a graduate degree program that has had prior approval by the superintendent. First year teachers receiving mentoring are not eligible for reimbursement while involved in mentoring. Reimbursement may be received during the summer after their first year of teaching. No more than five (5) classes or fifteen (15) total hours will be reimbursed in any school year. A school year is considered from September 1st to August 31st.

7.17 First Year Teacher Orientation Stipend

Teachers in their first year will be extended an orientation stipend of \$300. (Fourteen hours or two days at \$21.42). This stipend will be issued to those first year teachers who successfully complete the orientation training program for the district. Participants will be paid on the August 31st pay date.

7.18 Committees

A. District Committees shall be defined as those that address the district responsibilities, the strategic plan, or activities that span multiple grade levels, and meet outside the contractual day.

1. District Committees include, but are not limited to: DLT and CCC
2. Membership on committees meeting for 15-20 hours within the fiscal year shall be compensated at the rate of \$300.00 per committee member.
3. Membership on committees meeting for less than 15 hours within the fiscal year shall be compensated at the rate of \$150.00 per committee member.
4. On school days, after school meetings shall last no longer than two hours. Meeting times will only constitute time spent in the meeting.
5. Committee members shall be compensated at the hourly rate (Section 7.14) when meeting in excess of 20 total hours outside the contractual day for the fiscal year.

B. Membership on these committees will be through an application process.

7.19 Reimbursement for Physical Moves

Teachers shall be compensated with one (1) day of substitute teacher pay, when a change in classroom is requested by the administration to occur in the district.

Article VIII
NEGOTIATION PROCEDURE

8.1 Professional and Amiable Conduct

All meetings, procedures, and related matters shall be conducted in a professional and amiable manner.

8.2 Representative Authority

It is the mutual responsibility of the School Board and the Association that their representative negotiation agents shall be clothed with the necessary power and authority to make and consider proposals, counter proposals, and tentative agreements.

8.3 Tentative Agreement

All agreements between the Board and Teacher Committees shall be considered tentative until the entire agreement is negotiated and ratified by both parties. After ratification by the Association, the agreement shall be presented to the Board for adoption.

8.4 Good Faith

Both parties understand and agree to negotiate in good faith.

8.5 Negotiations Team Membership

Members of the negotiation teams shall be limited to District 301 Board members or employees. However, in the event the board team brings in an outside negotiator to the table, the teachers may do likewise.

8.6 Negotiations Initiation and Reopening

- A. By March 1 of the final year of this agreement, either party may request that a time, date, and place be set for opening negotiations and establishing the ground rules for negotiations. A meeting to open negotiations shall be held as soon as possible at a time mutually agreeable to the Association and the Board.

If neither party requests that negotiations be opened by March 1, the superintendent shall inform both parties that the deadline has passed. If no request is forthcoming within five (5) days of the notice from the superintendent, this agreement shall remain in effect for one additional year.

- B. After such request that negotiations are received by the superintendent, negotiations shall begin as soon as possible at a time mutually agreed upon by the teachers and Board.
- C. While this is a two (2) year contract it is agreed that there shall be a five (5) item reopen provision for each party in the second year of the agreement.
- D. All items in this agreement which are not brought up for renegotiation shall be continued from contract-to-contract.

Article IX

DURATION AND RELATED TECHNICAL CLAUSES

9.1 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. It is understood that all rights, powers, and authority of the Board and/or its administrative staff not specifically limited by the language of this agreement, are retained by the Board.

9.2 No Strike Clause

The teachers agree not to strike, or engage in, support, or encourage any concerted or widespread refusal to render full and complete services in the school district during the life of this contract.

9.3 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, section, and clauses shall remain in full force and effect.

9.4 Duration of Agreement and Effective Dates

This Agreement and the salary schedules shall be for two years and shall become effective August 24, 2009, and shall continue in effect until August 31, 2011.

This Agreement is signed this _____ day of _____, 2009 .

In witness thereof:

For The Central Education
Association

For the Board of Education, Central
Community Unit School District 301

President

President

Secretary

Secretary

Appendix A

Salary Schedules/Extra Duty Salary Schedules for 2009-2010

CENTRAL CUSD #301 2009-2010 SALARY SCHEDULE

WITHOUT TRS

Step 3.30% Lane 3.30%

				+ 40	+ 48	+56	< Hired Before July , 1993				
	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
1	33165	34259	35390	36558	37764	39011	40298	41628	43001	44420	45886
2	34259	35390	36558	37764	39011	40298	41628	43001	44420	45886	47401
3	35390	36558	37764	39011	40298	41628	43001	44420	45886	47401	48965
4	36558	37764	39011	40298	41628	43001	44420	45886	47401	48965	50581
5	37764	39011	40298	41628	43001	44420	45886	47401	48965	50581	52250
6	39011	40298	41628	43001	44420	45886	47401	48965	50581	52250	53974
7	40298	41628	43001	44420	45886	47401	48965	50581	52250	53974	55755
8	41628	43001	44420	45886	47401	48965	50581	52250	53974	55755	57595
9	43001	44420	45886	47401	48965	50581	52250	53974	55755	57595	59496
10	44420	45886	47401	48965	50581	52250	53974	55755	57595	59496	61459
11	45886	47401	48965	50581	52250	53974	55755	57595	59496	61459	63487
12	47401	48965	50581	52250	53974	55755	57595	59496	61459	63487	65582
13	48965	50581	52250	53974	55755	57595	59496	61459	63487	65582	67747
14	50581	52250	53974	55755	57595	59496	61459	63487	65582	67747	69982
15	52250	53974	55755	57595	59496	61459	63487	65582	67747	69982	72292
16		55755	57595	59496	61459	63487	65582	67747	69982	72292	74677
17			59496	61459	63487	65582	67747	69982	72292	74677	77142
18				63487	65582	67747	69982	72292	74677	77142	79687
19					67747	69982	72292	74677	77142	79687	82317
20					69982	72292	74677	77142	79687	82317	85033
21									82317	85033	87839
22										87839	90738
16		61538	63569	65667	67834	70072	72385	74773	77241	79790	82423
17			65667	67834	70072	72385	74773	77241	79790	82423	85143
18				70072	72385	74773	77241	79790	82423	85143	87953
19					74773	77241	79790	82423	85143	87953	90855
20					77241	79790	82423	85143	87953	90855	93853
21									90855	93853	96951
22										96951	100150

CENTRAL CUSD #301 2009-2010 SALARY SCHEDULE

WITH TRS

Step 3.30% Lane 3.30%

BS + 40 BS + 48 BS +56 <<< Hired Before July , 1993

	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA+46
1	36605	37813	39061	40350	41681	43057	44478	45945	47462	49028	50646
2	37813	39061	40350	41681	43057	44478	45945	47462	49028	50646	52317
3	39061	40350	41681	43057	44478	45945	47462	49028	50646	52317	54044
4	40350	41681	43057	44478	45945	47462	49028	50646	52317	54044	55827
5	41681	43057	44478	45945	47462	49028	50646	52317	54044	55827	57669
6	43057	44478	45945	47462	49028	50646	52317	54044	55827	57669	59572
7	44478	45945	47462	49028	50646	52317	54044	55827	57669	59572	61538
8	45945	47462	49028	50646	52317	54044	55827	57669	59572	61538	63569
9	47462	49028	50646	52317	54044	55827	57669	59572	61538	63569	65667
10	49028	50646	52317	54044	55827	57669	59572	61538	63569	65667	67834
11	50646	52317	54044	55827	57669	59572	61538	63569	65667	67834	70072
12	52317	54044	55827	57669	59572	61538	63569	65667	67834	70072	72385
13	54044	55827	57669	59572	61538	63569	65667	67834	70072	72385	74773
14	55827	57669	59572	61538	63569	65667	67834	70072	72385	74773	77241
15	57669	59572	61538	63569	65667	67834	70072	72385	74773	77241	79790
16		61538	63569	65667	67834	70072	72385	74773	77241	79790	82423
17			65667	67834	70072	72385	74773	77241	79790	82423	85143
18				70072	72385	74773	77241	79790	82423	85143	87953
19					74773	77241	79790	82423	85143	87953	90855
20					77241	79790	82423	85143	87953	90855	93853
21									90855	93853	96951
22										96951	100150
22										89026	91964

CENTRAL CUSD #301 2010-2011 SALARY SCHEDULE

WITHOUT TRS

Step 3.30% Lane 3.30%

BS + 40 BS + 48 BS +56 <<< Hired Before July , 1993

	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
1	33613	34722	35868	37052	38274	39537	40842	42190	43582	45020	46506
2	34722	35868	37052	38274	39537	40842	42190	43582	45020	46506	48041
3	35868	37052	38274	39537	40842	42190	43582	45020	46506	48041	49626
4	37052	38274	39537	40842	42190	43582	45020	46506	48041	49626	51264
5	38274	39537	40842	42190	43582	45020	46506	48041	49626	51264	52956
6	39537	40842	42190	43582	45020	46506	48041	49626	51264	52956	54703
7	40842	42190	43582	45020	46506	48041	49626	51264	52956	54703	56508
8	42190	43582	45020	46506	48041	49626	51264	52956	54703	56508	58373
9	43582	45020	46506	48041	49626	51264	52956	54703	56508	58373	60299
10	45020	46506	48041	49626	51264	52956	54703	56508	58373	60299	62289
11	46506	48041	49626	51264	52956	54703	56508	58373	60299	62289	64345
12	48041	49626	51264	52956	54703	56508	58373	60299	62289	64345	66468
13	49626	51264	52956	54703	56508	58373	60299	62289	64345	66468	68662
14	51264	52956	54703	56508	58373	60299	62289	64345	66468	68662	70928
15	52956	54703	56508	58373	60299	62289	64345	66468	68662	70928	73268
16		56508	58373	60299	62289	64345	66468	68662	70928	73268	75686
17			60299	62289	64345	66468	68662	70928	73268	75686	78184
18				64345	66468	68662	70928	73268	75686	78184	80764
19					68662	70928	73268	75686	78184	80764	83429
20					70928	73268	75686	78184	80764	83429	86182
21									83429	86182	89026
22										89026	91964

CENTRAL CUSD #301 2010-2011 SALARY SCHEDULE

WITH TRS

Step 3.30% Lane 3.30%

BS + 40 BS + 48 BS +56 <<< Hired Before July , 1993

	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA+46
1	37100	38324	39589	40895	42245	43639	45079	46567	48103	49691	51331
2	38324	39589	40895	42245	43639	45079	46567	48103	49691	51331	53025
3	39589	40895	42245	43639	45079	46567	48103	49691	51331	53025	54774
4	40895	42245	43639	45079	46567	48103	49691	51331	53025	54774	56582
5	42245	43639	45079	46567	48103	49691	51331	53025	54774	56582	58449
6	43639	45079	46567	48103	49691	51331	53025	54774	56582	58449	60378
7	45079	46567	48103	49691	51331	53025	54774	56582	58449	60378	62370
8	46567	48103	49691	51331	53025	54774	56582	58449	60378	62370	64429
9	48103	49691	51331	53025	54774	56582	58449	60378	62370	64429	66555
10	49691	51331	53025	54774	56582	58449	60378	62370	64429	66555	68751
11	51331	53025	54774	56582	58449	60378	62370	64429	66555	68751	71020
12	53025	54774	56582	58449	60378	62370	64429	66555	68751	71020	73364
13	54774	56582	58449	60378	62370	64429	66555	68751	71020	73364	75785
14	56582	58449	60378	62370	64429	66555	68751	71020	73364	75785	78285
15	58449	60378	62370	64429	66555	68751	71020	73364	75785	78285	80869
16		62370	64429	66555	68751	71020	73364	75785	78285	80869	83538
17			66555	68751	71020	73364	75785	78285	80869	83538	86294
18				71020	73364	75785	78285	80869	83538	86294	89142
19					75785	78285	80869	83538	86294	89142	92084
20					78285	80869	83538	86294	89142	92084	95122
21									92084	95122	98262
22										98262	101504

2009-2011 Extra Duty Table with TRS

WITH TRS

	A	B	C	D	E	F	G	H	I	J
1-3 YRS	979	1373	1796	2523	2930	3339	3751	4159	4731	5298
4-6 YRS.	1224	1629	2041	3262	3673	4077	4486	4894	5710	6522
7-9 YRS	1521	1937	2344	3873	4281	4690	5097	5710	6522	7424
10+ YRS.	1818	2241	2649	4486	4894	5298	5710	6522	7339	8355

APPENDIX C
Amendment to 2009-2010 Teacher Contract

**AMENDMENT TO 2009-2011 TEACHER/BOARD MASTER CONTRACT
BETWEEN THE BOARD OF EDUCATION OF CENTRAL COMMUNITY UNIT SCHOOL
DISTRICT NO. 301 AND THE CENTRAL EDUCATION ASSOCIATION**

RE: ONE YEAR EXTENSION OF CONTRACT

The following Amendment is entered into on the date shown below between the **BOARD OF EDUCATION OF CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 301, Kane and DeKalb Counties, Illinois (“Board”)** and the **CENTRAL EDUCATION ASSOCIATION (“Association”)** (hereinafter collectively referred to as the **“Parties”**).

W I T N E S S E T H

WHEREAS, the Board and the Association are parties to a Collective Bargaining Agreement for the 2009-2010 work year through the 2010-2011 work year (the “Master Contract”); and

WHEREAS, due both to the District’s reduced financial circumstances and declining enrollment projections, the Board approved a restructuring of the two middle schools into grade centers for the 2011-2012 school term; and

WHEREAS, the restructuring of the two middle schools into grade centers was expected to result in a reduction in certified staff; and

WHEREAS, to help the District reduce some of its anticipated expenditures for fiscal year 2012, the Association agreed to a “hard salary freeze” for the 2011-2012 school term; and

WHEREAS, in consideration of the Association’s acceptance of a hard salary freeze for the 2011-2012 school term, the Board has agreed to postpone the restructuring of the middle school into grade centers for the 2011-2012 school term; and

WHEREAS, the Parties desire to extend the duration of the Master Contract through August 31, 2012, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The **Recitals** set forth above are incorporated in this Section as if fully set forth herein.
2. The **Cover of the Master Contract** shall be amended to include the 2011-2012 School Year.

3. In **Article VII – Teacher Compensation and Fringe Benefits**, Section 1, Salary Schedule, shall be amended to read as follows:

A. The teacher salary schedule shall be as set forth in (Appendices A, A-1, B and B-1) which is attached to and incorporated in this agreement. The schedule shall be based on the school calendar as established by the Board upon the recommendation of the superintendent.

B. Teacher required workdays shall not exceed 182 days per year during the 2009 – 2012 school years unless an adjustment (increase) in pay is provided

C. Teachers' salary shall not be reduced (except in case of a strike or other employee related work stoppage) as a result of the school calendar being reduced to less than 182 teacher work days during the 2009 – 2012 school years.

D. Any teacher placed on remediation shall have his/her base salary frozen for the period of remediation. The salary freeze shall be limited to loss of movement on step, but not across lanes. The teacher placed on remediation shall be moved to the correct step after successful completion of remediation and paid accordingly for the remainder of the school year. In addition, extra duty pay shall not be affected.

E. Those teachers hired after July 1, 1993, and those teachers with less than BS+16 as of September 15, 1995, shall be paid according to Appendix A for 2009-2010, B for 2010-2011 and B for 2011-2012.

Those teachers hired prior to July 1, 1993, with a BS+16 or beyond as of September 15, 1995, will continue on the existing pay scale and shall be paid according to Appendix A-1 for 2009-2010, B-1 for 2010-2011 and B-1 for 2011-2012.

Upon receiving a master's degree, teachers positioned in columns E, F, G as of September 15, 1995, will retain that placement and shall advance on the salary schedule for each additional eight (8) hours earned to the limit of the salary schedule. (The underlined language in this subpart D shall not be in effect for the 2011-2012 contract term.)

E. Any teacher new to the district with no prior experience shall be placed on the first row of the salary schedule. Any teacher new to the District with prior experience shall be placed two rows less than the number of year's experience they bring to the District. Advancement shall then be one step for each year of service with Central District 301. (The underlined language in this subpart E shall not be in effect for the 2011-2012 contract term.)

F. Official transcripts or university/college grade reports (provided that the grade report indicates that the teacher earned graduate credit for the course) reflecting

additional academic credits are due by September 15 and February 15. Salary adjustments will be reflected on the October and March checks and credit shall be retroactive to the start of the semester in which the evidence of academic credit is presented. (The underlined language in this subpart F shall not be in effect for the 2011-2012 contract term. Any coursework completed and submitted by February 15, 2011 will be credited toward lane advancement for the 2011-2012 school term. Spring/summer sessions of 2010-2011, and course work not submitted prior to February 15, 2011 will not be recognized for salary adjustment during the 2011-2012 school term and any subsequent recognition of such coursework in 2012-2013 will not be retroactive to 2011-2012.)

G. The appropriate salary schedule for each year of this agreement is attached to and part of this contract along with schedule of indexes. Full-time teachers employed prior to January 1st in any academic year will qualify for step advancement for the subsequent year. Part-time teachers employed prior to January 1st in any academic year will qualify for step advancement at a rate of one step for every two years of continuous service to the district. (The underlined language in this subpart G shall not be in effect for the 2011-2012 contract term.)

H. For contract years 2009-2010 and 2010-2011 the Board and Association agree to the following:

CPI below 3.0%, the percent of increase remains at 5.5%.

CPI between 3.0% and 4.0%, the percent of increase would be 6.0%.

CPI above 4.0%, the percent of increase will be 6.5%.

The consumer price index language will not be in effect during the life of this contract. (September 1, 2009 – August 31, 2012).

I. Notwithstanding any provision of this Article VII to the contrary, the parties agree to a “hard salary freeze” for the 2011-2012 contract term. Accordingly, the parties agree to keep in place the 2010-2011 salary schedule and extra duty table (*i.e.*, Appendix B or B-1) for the 2011-2012 contract term. Additionally, for the 2011-2012 contract term, no employee covered by this contract shall be permitted to advance vertically to a new pay step, and nor shall any employee be permitted to advance horizontally to a new pay lane. However, it is the intention of the parties to permit eligible teachers to receive a longevity stipend pursuant to Article VII, Section 13, to allow eligible teachers to continue participating in the retirement benefits pursuant to Article VII, Section 10 and to allow eligible teachers to advance into a new service bracket on the Extra Duty Table, as applicable.

4. In **Article VII – Teacher Compensation and Fringe Benefits**, Section 13, Longevity Stipend, shall be amended to read as follows:

Each teacher who has continuously worked in the district for the specified number of years shall receive an additional stipend as shown below to be paid with the June or July payroll. These multipliers shall be applied to the base salary listed on the schedule for each year.

	<u>2009-2012</u>
10-14 years	0.014
15-19 years	0.024
20-24 years	0.040
25 or more years	0.060

5. In **Article IX – Duration and Related Technical Clauses**, Section 4, Duration of Agreement and Effective Dates, shall be amended to read as follows:

This Agreement and the salary schedules shall be for twothree years and shall become effective August 24, 2009, and shall continue in effect until August 31, 2012.

6. During the 2011-2012 school term, the two middle schools will continue to operate as separate middle schools and will not be restructured into grade centers.

7. The Articles (and Appendix) set forth above are amended effective on the date shown below and shall replace and supersede the corresponding Articles (and Appendix) in the 2009-2011 Agreement. This Amendment shall be appended to the 2009-2011 Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

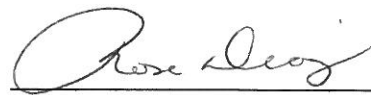
Dated this 11th day of April, 2011.

**CENTRAL EDUCATION
ASSOCIATION, IEA-NEA**

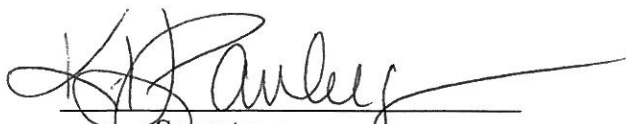


President

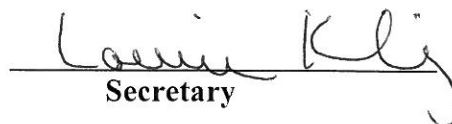
**BOARD OF EDUCATION OF
CENTRAL COMMUNITY UNIT
SCHOOL DISTRICT NO. 301**



President



Secretary



Secretary

APPENDIX D
Salary Schedules for 2011-2012

CENTRAL CUSD #301 2011-2012 SALARY SCHEDULE WITHOUT TRS

Step 3.30% Lane 3.30%

				BS + 40	BS + 48	BS +56	<<< Hired Before July , 1993				
	BS	BS + 8	BS +16	BS + 24	MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA +46
1	33613	34722	35868	37052	38274	39537	40842	42190	43582	45020	46506
2	34722	35868	37052	38274	39537	40842	42190	43582	45020	46506	48041
3	35868	37052	38274	39537	40842	42190	43582	45020	46506	48041	49626
4	37052	38274	39537	40842	42190	43582	45020	46506	48041	49626	51264
5	38274	39537	40842	42190	43582	45020	46506	48041	49626	51264	52956
6	39537	40842	42190	43582	45020	46506	48041	49626	51264	52956	54703
7	40842	42190	43582	45020	46506	48041	49626	51264	52956	54703	56508
8	42190	43582	45020	46506	48041	49626	51264	52956	54703	56508	58373
9	43582	45020	46506	48041	49626	51264	52956	54703	56508	58373	60299
10	45020	46506	48041	49626	51264	52956	54703	56508	58373	60299	62289
11	46506	48041	49626	51264	52956	54703	56508	58373	60299	62289	64345
12	48041	49626	51264	52956	54703	56508	58373	60299	62289	64345	66468
13	49626	51264	52956	54703	56508	58373	60299	62289	64345	66468	68662
14	51264	52956	54703	56508	58373	60299	62289	64345	66468	68662	70928
15	52956	54703	56508	58373	60299	62289	64345	66468	68662	70928	73268
16		56508	58373	60299	62289	64345	66468	68662	70928	73268	75686
17			60299	62289	64345	66468	68662	70928	73268	75686	78184
18				64345	66468	68662	70928	73268	75686	78184	80764
19					68662	70928	73268	75686	78184	80764	83429
20					70928	73268	75686	78184	80764	83429	86182
21									83429	86182	89026
22										89026	91964

CENTRAL CUSD #301 2011-2012 SALARY SCHEDULE

WITH TRS

Step 3.30% Lane 3.30%

	BS	BS + 8	BS +16	BS + 24	BS + 40	BS + 48	BS +56	<<< Hired Before July , 1993			
					MA	MA + 8	MA + 16	MA + 24	MA + 30	MA + 38	MA+46
1	37100	38324	39589	40895	42245	43639	45079	46567	48103	49691	51331
2	38324	39589	40895	42245	43639	45079	46567	48103	49691	51331	53025
3	39589	40895	42245	43639	45079	46567	48103	49691	51331	53025	54774
4	40895	42245	43639	45079	46567	48103	49691	51331	53025	54774	56582
5	42245	43639	45079	46567	48103	49691	51331	53025	54774	56582	58449
6	43639	45079	46567	48103	49691	51331	53025	54774	56582	58449	60378
7	45079	46567	48103	49691	51331	53025	54774	56582	58449	60378	62370
8	46567	48103	49691	51331	53025	54774	56582	58449	60378	62370	64429
9	48103	49691	51331	53025	54774	56582	58449	60378	62370	64429	66555
10	49691	51331	53025	54774	56582	58449	60378	62370	64429	66555	68751
11	51331	53025	54774	56582	58449	60378	62370	64429	66555	68751	71020
12	53025	54774	56582	58449	60378	62370	64429	66555	68751	71020	73364
13	54774	56582	58449	60378	62370	64429	66555	68751	71020	73364	75785
14	56582	58449	60378	62370	64429	66555	68751	71020	73364	75785	78285
15	58449	60378	62370	64429	66555	68751	71020	73364	75785	78285	80869
16		62370	64429	66555	68751	71020	73364	75785	78285	80869	83538
17			66555	68751	71020	73364	75785	78285	80869	83538	86294
18				71020	73364	75785	78285	80869	83538	86294	89142
19					75785	78285	80869	83538	86294	89142	92084
20					78285	80869	83538	86294	89142	92084	95122
21									92084	95122	98262
22										98262	101504

2011-2012 Extra Duty Table with TRS

37100 Base

WITH TRS

	A	B	C	D	E	F	G	H	I	J
1-3 YRS	979	1373	1796	2523	2930	3339	3751	4159	4731	5298
4-6 YRS.	1224	1629	2041	3262	3673	4077	4486	4894	5710	6522
7-9 YRS	1521	1937	2344	3873	4281	4690	5097	5710	6522	7424
10+ YRS.	1818	2241	2649	4486	4894	5298	5710	6522	7339	8355