

**Collective Bargaining Agreement
Between
Crescent-Iroquois Community Unit School District 249
And
Crescent City Teachers Education Association, IEA/NEA**

2018-2020

Article I – Recognition and Scope of Agreement

A. Preamble

THIS AGREEMENT, entered into by and between the Board of Education of the CRESCENT-IROQUOIS COMMUNITY UNIT SCHOOL DISTRICT 249 situated in the COUNTY OF IROQUOIS, STATE OF ILLINOIS, hereinafter called the **Board**, and the CRESCENT CITY TEACHERS EDUCATION ASSOCIATION, an affiliate of the Illinois Education Association and the National Education Association, hereinafter called the **Association**.

B. Purpose

It is the purpose of the parties hereto, in entering into a written Agreement, to set forth the basic understandings between the parties in order to jointly fulfill the mutual professional objective of providing the best possible education for the pupils of the School District.

C. Recognition

The Board recognizes the Association as the sole and exclusive bargaining agent for all full-time and part-time licensed and non-certified employees unless otherwise represented by another exclusive representative or excluded as supervisory, confidential, managerial and short-term employees as defined by the Illinois Educational Labor Relations Act including the following excluded positions:

- District Manager

It is understood and agreed, however, that the Board, administration, individual Teachers or group of Teachers in the District retain their right to discuss problems relating to educational matters which are beyond the scope of wages, hours, terms and conditions of employment.

Article II – Association Rights

A. Dues Deduction

Any member of the bargaining unit who is an Association member or has applied for membership in the Association may sign and deliver to the Board an authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization.

1. Pursuant to such authorization, the Board shall deduct such dues equally from the regular salary checks of the bargaining unit member each month. If the bargaining unit member has continuing membership, the deduction will be from September and ending in June of each year. If the bargaining unit member is a new Association member, the dues deduction will begin with the first scheduled salary check after the Board receives written notification and end in June.
2. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization.
3. The Board shall remit said deducted dues to the Association within ten (10) days following the second payroll of the month.
4. Upon written notice of cancellation of dues deduction, the Board shall notify the Association treasurer within five (5) working days.

B. Meetings

1. The President of the Association, or the President's designee, shall be given a written notice of all regular and special meetings of the Board, together with a copy of the Agenda.
2. Information to the Association

The Board of Education shall provide a packet of the following information to the Association before each Board meeting. The packet shall contain all materials provided for the Board members with the exception of materials pertaining to personnel, negotiations, land litigation, student discipline, and any other information the Board deems not suitable for public knowledge.

- a. Board agendas
 - b. Official minutes of the Board meetings
 - c. Monthly budget summaries
 - d. Board policy manual
 - e. Annual auditor's report and management letter and annual financial report on the state form
 - f. Current fiscal year budget on the state form
 - g. Statistical information pertaining to Teacher step-placement, salary-lane placement, extended-service placement, and present insurance coverage
 - h. Faculty lists including home addresses and listed telephone numbers
 - i. Schedule and/or cancellation of all Board meetings
3. Names and addresses of newly hired employees shall be provided to the Association within five (5) days of hire.
 4. The Association shall have the same right to speak at Board meetings as does any other member of the community or community group.

C. Use of School Buildings

1. The Association shall be permitted to use school building for official Association business, subject to prior permission from the Superintendent or his/her designee.
2. If photocopying, computer, and audio-visual equipment is not otherwise in use, the Association may use such equipment for official Association business. The Association shall reimburse the District for the cost of any supplies.

Article III – Grievance

A. DEFINITION

A grievance shall mean only a complaint that there has been an alleged violation, or misapplication of any of the specific provisions of this Agreement. A grievance must be filed twenty (20) days from the time of the occurrence of the alleged violation. Every employee covered by this Agreement shall have the right to present grievances in accordance with these following procedures. The written information contained in the filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; 3) a listing of specific actions requested of the Administration which will remedy the grievance.

B. INFORMAL DISCUSSION

Whenever an employee or the Association believes there has been a violation or misapplication of the contract, they shall first meet informally with the appropriate Administrator to discuss and attempt to resolve the problem. When the meeting is scheduled, the Administrator shall be informed that the meeting is for the purpose of an informal discussion of a possible grievance. Association representation is at the option of the employee. If a resolution is not reached, the employee or Association may proceed through the steps of the grievance procedure.

C. STEP I

The employee, or the Association representative may present the grievance in writing to the assigned Administrator who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, grievant, and/or assigned Administrator shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association President shall be provided with the Administrator's written response.

D. STEP II

If the grievance is not resolved at Step I, then the local Association representative may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Association for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include its representatives and such witnesses as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response.

E. STEP III

If the grievance is not resolved at Step II, then the local Association representative may refer the grievance to the Board within ten (10) days after receipt of the Step II answer. If the grievance is referred to the Board at least ten (10) days prior to the next regular Board meeting, the Association shall present its appeal to the Board at such meeting. Otherwise, the Association shall present its appeal at the next regular Board meeting. Within ten (10) days of the Board meeting, the Association shall be provided with the Board's written response.

F. STEP IV

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date of the Step III answer, then the grievance shall be deemed as withdrawn.

G. PROCEDURE

1. Selection of the arbitrator shall be in compliance with the Voluntary Rules and Regulations of the American Arbitration Association.
2. All expenses incurred shall be shared equally by the Board and Association. It is understood that such expenses will be limited to the arbitrator's fee. Any legal expenses incurred should be paid for by the party engaging the legal counsel.
3. Insofar as arbitration is limited solely and simply to interpretation and implementation of the terms of this contract, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make decision in cases of alleged violation of the specific Articles and Sections of this Agreement.
 - a. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case, except in the case of a class action grievance. In any case, an award shall not go back further than the beginning date of this Agreement.
 - b. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance occurring during this Agreement shall continue to be processed should this Agreement expire but will be postponed while impasse is being invoked.
 - c. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

4. BYPASS TO THE SUPERINTENDENT
If the Association and the Superintendent mutually agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
5. BYPASS TO ARBITRATION
If the Superintendent and the Association mutually agree, a grievance may be submitted directly to arbitration.
6. CLASS GRIEVANCE
Class grievances involving two or more employees or two or more supervisors, and grievances involving an administrator above the building level may be initially filed by the local Association Representative at Step II.
7. RELEASE TIME
Should the Board and Association mutually agree to conduct a grievance hearing or meeting during normal duty hours, the employee(s) involved shall be released without loss of pay or benefits.
8. FILING OF MATERIALS
All records related to a grievance shall be filed separately from the personnel files of the employee.
9. GRIEVANCE WITHDRAWAL
A grievance may be withdrawn at any level without establishing a precedent
10. NO RESPONSE
The failure of a grievant to act within the time limits will act as a bar to any further appeal and an administrator's failure to render a decision or meet within the time limits set forth shall permit the grievant to proceed to the next step. Time limit may be extended only by mutual agreement.
11. AAA RULES
By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
12. The Association President shall receive copies of all grievances filed at Step I.
13. All days shall be referenced as business days.

Article IV – Working Conditions

A. Pay Periods

Association members shall be paid according to the salary schedule attachment. Association members shall receive payroll by Direct Deposit on the 15th and 28th day unless these days fall on a day when school is not in session; in such cases, the Direct Deposit will be paid on the prior business day.

Association members shall have the option of receiving their paychecks in 24 or 20 installments. If an Association member elects to receive his/her paycheck in 20 installments, he/she must inform the office by September 1st.

B. Calendar

The Board shall establish, with input from the Association, for the coming year a school calendar which does not exceed one-hundred eighty (180) school days. The calendar shall contain no more than one hundred eighty (180) Teacher-work days, of which four (4) may be Teacher in-service days.

1. The Board agrees to provide a copy of the proposed school calendar to the Association President not less than ten (10) days prior to adoption of the school calendar for the next succeeding year. The Board will accept calendar recommendations from the Association by March 15 of each year. These recommendations will be considered by the Board in the development of the school calendar for the following school year. The Association will have the opportunity to provide input into the establishment of breaks for winter/spring and parent-conference dates.
2. If the calendar must be changed by the Board after the school year begins, the administration will attempt to notify all Association members through normal channels within five (5) working days.
3. If changes in the calendar have occurred after an Association member has requested a Board-Paid Leave or Teacher-Paid Personal Leave, the member shall not be docked for the use of that day(s).

The secretary and Head Cook work calendar shall be determined by the number of workdays his/her position requires.

C. Length of School Day

The school day for Teachers will begin at 8:00 a.m. and conclude 5 minutes after student dismissal except for any final day of the week when it shall end with student dismissal. Each employee shall be entitled to and allowed a duty-free lunch period not less than thirty (30) consecutive minutes in duration in each school day.

The workday for secretaries will not exceed eight (8) hours excluding a duty-free lunch period. Their workday shall begin no earlier than 7:00 a.m. and end no later than 5:00 p.m. unless the parties agree to a specific alternate schedule. Secretaries shall be entitled to and allowed two (2) fifteen (15) minute duty-free breaks each workday.

D. Prep Period

Each Teacher shall receive at least one duty free preparation period per day. This prep period will be an actual class period that corresponds to the Teacher's grade level. If a junior high Teacher is requested to teach more than 6 preparations per day, the teacher will be compensated at the rate of 1/8th of their salary per additional preparation. Study halls and resource periods do not count toward a teaching load.

Should it be necessary for an Association member to teach, supervise, or perform administrative duties during his/her planning time due to the unavailability of a substitute Teacher, or due to the absence of an Administrator, or assistance requested by an Administrator, such Association member shall be compensated at the rate of twenty dollars (\$20) for 30-60 minutes. Said rate shall be twelve dollars (\$12) for 1-29 minutes.

E. Notification of Assignment/Schedule

Each Teacher shall be given notice of his/her tentative teaching assignment and schedule for the forthcoming year no later than May 15th of the preceding school year. In the event changes are required, the Teacher affected shall be notified in writing immediately. A conference with the affected Teacher, Principal, and Superintendent will be held. Any Teacher not satisfied with the assignment may resign without prejudice.

F. Professional Growth

Each Teacher may attend professional meetings during the year. The meetings will be approved by the principal or superintendent. Such days shall be granted without loss of pay or benefits. Teachers shall complete a form to obtain approval prior to making any plans to attend such activities. Voucher expenses shall be reimbursed to the following:

Meals:	Up to \$40 per day
Mileage:	Internal Revenue Service Allowable Rate
Lodging:	Up to \$100 per day downstate and up to \$150 per day in the Chicago Metro area
Registration:	Up to the full amount of fee
Parking:	Up to the full amount of fee

Teachers shall be reimbursed following the next regular board meeting following the submission of receipts attached to the original request form.

G. Employee Files

There will be only one personnel file on each Association member. The Association member may examine his or her personnel file at reasonable times when the office is open, and the superintendent or his designee is present. While these records are intended for district, it is possible they may be seen by others such as when requested by the member or the member's designee or in cases when required by law and legal discovery.

Information such as payroll and sick leave records, TRS records and reporting and other information kept in electronic media form need not be placed in an employee's personnel file. Work in process such as pending evaluation documents or incomplete investigations of possible wrongdoing or investigation material which does not lead to consideration of employee discipline are not part of the personnel file.

H. Right to Representation

When any employee is required to appear before the Board or before any Board committee or Board member or administrator concerning any matter which could adversely affect the continuation of that employee in her/his office, position of employment or salary or any increments pertaining thereto, the employee shall be given

reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

I. Parent Teacher Conferences

Parent Teacher Conferences in November will not exceed the amount of time worked in a normal school day (maximum of 7 hours).

J. Activities

The Board agrees to be sensitive to the demands that night activities put on the faculty and to limit said activities to no more than one per month. The Board further agrees to school events that teachers are required to attend will not be scheduled on Saturday or Sunday with the exception of graduation. However, if both parties agree that the only possible date for a school program is on a weekend, then teachers may be required to attend.

K. Procedure for Handling Student/Parent Complaints

The administration shall advise parents that when questions arise pertaining to typical classroom matters, they should first contact the teacher/personnel and try to resolve the matter with him or her; and if no resolution can be made, then the administration will attempt to set a meeting between the parent and teacher/personnel and administration.

This provision is not violated if the parent declines to follow this procedure. In such case, the Administration will confer with the teacher regarding the resolution of the matter.

This provision does not apply to allegations of teacher violation of rules, laws, or other conduct detrimental to students or the school district.

Article V – Leaves

A. Sick Leave

In regard to sick leave, Association members will inform the school of their absence as soon as possible. Each Association member is entitled to 18 sick days per year accumulating to a maximum number recognized by the Teacher Retirement System for purposes of TRS creditable service for earned but unused sick leave days. Association members with 20 or more years of District service shall receive an allotment of 23 days. "Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household." Illinois School Code defines immediate family as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians (Illinois School Code 122, Paragraph 24-6). Teachers that do not work every school day will receive a pro-rated sick and personal leave. The Board shall furnish each Teacher with a written statement at the beginning of each school year setting forth the total sick leave credit as of the first day of the school year. This will be provided with the first September paycheck.

B. Bereavement Leave

Each Teacher shall be allowed up to (3) three consecutive days per incident of death in their family. Leave may be taken up to and including the funeral and the Teacher shall receive full pay. For purposes of bereavement leave, family shall include parents, spouse, brothers, sisters, children, grandparents, parents-in-law, brothers-in-law, sisters-in-law, aunt, uncle, or close personal friend. Days taken for bereavement shall not be deducted from sick leave and shall not accumulate. After the (3) three bereavement days are used, remaining days will be deducted from the employee's sick leave.

C. Personal Leave

The maximum number of personal days is three (3) for any Association member contracted for all the days of the school year, regardless of the number of hours per day. Unused personal days will convert to sick days. In addition, an Association member may reimburse the district for the cost of his/her substitute for three (3) additional days. The Association member must pay the school for the substitute prior to the absence. Reimbursement to the district for an Association paid sub shall be for the total cost obligation to the district including any TRS contributions paid to substitutes. An Association member will give a minimum of two days' notice when requesting a personal day unless that is impossible due to an emergency. No more than three (3) Association members per building may use a personal day at the same time.

D. Association Leave

The Association shall be granted four (4) Association days, provided the Association reimburses the District for the cost of the substitute. The Association may use up to six (6) days in the aggregate in order to send representatives (President and/or his/her designee) to the local, state or national conferences. These representatives (President and/or his/her designee) shall be excused without loss of salary providing the Association reimburses the District for the cost of substitutes to take the place of those employees requesting the leave. Written notification for the leave shall be submitted to the Superintendent by the President of the Association.

E. Jury Duty

Teachers called to serve jury duty on regular instructional or institute days during the school term shall be compensated at the regular pay rate less compensation other than travel and meal allowance.

F. Extended Leaves of Absence

1. Any Teacher on extended leave authorized by the Board shall be accorded the opportunity, if the carrier approves, to maintain at his/her expense the insurance benefits to which a Teacher would have been entitled were the Teacher regularly employed.
 - a. Upon the recommendation of the Superintendent and/or his/her designee, a leave of absence for an extended period of time may be granted by the Board. Any Teacher desiring a leave of absence without pay must submit to the Superintendent an application in writing at least seventy-five (75) calendar days before the desired date of the commencement of the leave. In emergency cases, the Superintendent may waive the seventy-five (75)

calendar days if, in his/her judgment, the Teacher submits in writing an explanation with proper verification and/or documentation indicating the events, occasions or occurrences beyond the control of the Teacher who requested the seventy-five (75) day period be waived.

- b. A leave of absence for an extended period of time may be granted to any Teacher for any of the following reasons or purposes: illness, military, professional study, government or professional service, educational growth, and for such other reasons which, in the judgment of the Superintendent, may be recommended to the Board for approval.
- c. Under this article, no leave shall exceed one year unless an extension thereof is requested by the Teacher in writing and recommended by the Superintendent and approved by the Board of Education. Any request for an extension must be submitted to the Superintendent no later than ninety (90) calendar days prior to the end of the school year during which the Teacher is on leave. In no event shall any Teacher be granted an unpaid leave of absence in excess of two (2) years.
- d. Notification of intention to return to the employ of the school district from an unpaid leave of absence shall be made in writing to the Superintendent at least ninety (90) calendar days prior to the end of the school year preceding the expected return. Failure to notify the Superintendent, in writing, shall be deemed a resignation.
- e. Teachers returning from unpaid leave of absence shall be placed on the salary schedule at the same place they occupied at the beginning of the leave unless they shall have completed teaching at least ninety (90) days of the current year. In the latter case, Teachers shall be granted a full year's credit on the salary schedule if the partial year of service started before the commencement of the leave. Teachers returning from an unpaid leave of absence shall resume their duties only at the beginning of the school year unless otherwise recommended by the Superintendent and approved by the Board. Prior to the approval of any leave request pursuant to this article, the Superintendent and/or the Board may require the Teacher to submit proper documentation such as statements of a physician, admission to an institution of higher learning, or approval by the proper agency of adoption.
- f. Upon expiration of the leave and upon presentation of evidence to the Board that the leave was used as requested, the Teacher shall be returned to a position within the School District for which he/she is certified.

2. Family and Medical Leave Act

This collective bargaining agreement neither expands nor contracts the rights of the employer or employee in regard to family and medical leave. The Family and Medical Leave Act is not incorporated into this agreement. For purposes of Family and Medical Leave Act a "year" is the same as the fiscal year of this school district—July 1 – June 30th.

3. **Workman's Compensation**

Sick leave benefits are to be coordinated with benefits which a Teacher receives under Worker's Compensation. If a Teacher is injured in the course of employment and receives disability benefits under Worker's Compensation, the Teacher shall receive from the Board the difference between the Worker's Compensation benefit and the salary to which the Teacher is entitled to under this agreement. The accumulated sick leave of the Teacher shall be reduced proportionately based upon the compensation remitted by the Board.

It is the intent of the provision that a Teacher receive full pay for the days the Teacher is unable to work due to work related injury(s) or illness(es), but in no instance, will a Teacher be entitled to a combination of sick leave benefits and Worker's Compensation benefits in excess of the employee's regular pay. In no event shall a Teacher be entitled to sick leave benefits beyond the accumulation of sick leave days for that employee.

Article VI – Insurance

A. Life Insurance

The Board shall provide to each teacher without expense, a group life insurance policy in the amount of \$20,000.

B. Medical Insurance

The Board agrees to pay toward the cost of the health and life insurance premium no more than the monthly employee "single" premium costs. If a teacher is less than full time, the board's contribution will be pro-rata. However, if the teacher's employment is less than 50% the board will make no contribution for the teacher's health and life insurance premium. Coverage shall be subject to carrier restrictions.

During the term of this agreement, medical benefits shall remain comparable, when taken as a whole, as compared to the medical benefits in place as of the date of this agreement. The Teachers and the Board shall agree before there is a change in carrier. However, if the Teachers fails to agree to a change in carrier and without such change in carrier, the district will lose health insurance coverage for some or all of its employees, and then the Board shall have the right to designate the carrier without the Teachers' consent, as long as the benefits are comparable as a whole.

If the single insurance premium increases by more than 10% from one insurance year to the next during any year of this agreement, then the parties shall promptly meet and discuss means to institute no later than the next insurance year methods to reduce the costs of insurance, if possible.

Article VII – Compensation

A. Tuition Reimbursement

Teachers shall be reimbursed at the rate of \$150.00 per semester hour for graduate or undergraduate level course work. Teachers who earn graduate or undergraduate hour credit may advance as the salary schedule provided the following have met:

1. The Teacher shall present a request for course subject approval to the superintendent in advance. The Superintendent may accept the graduate or undergraduate course based upon its pertinence to the area of or as the course is related to the subject taught.
2. Once advancement approval for the course is given and the course taken, the following conditions must be met prior to the Teacher receiving the appropriate salary schedule placement:
 - a. All hours must be earned at an accredited university.
 - g. Completion of the course with a grade of B or better must be demonstrated.
 - h. An official university transcript demonstrating the successful completion of the course must be on file in the district office no later than two working days prior to the first paycheck in September or written verification from the course instructor must be on file indicating successful completion of the course.
 - i. If a Teacher experiences a delay obtaining a transcript or course instructor verification, the Teacher may request in writing to the Superintendent that the deadline be extended beyond the two working days prior to the first paycheck in September.
3. Prior to payment of reimbursement, the Teacher shall submit to the district office an official university course grade. Teachers shall advance to the appropriate earned step on the salary schedule at the beginning of the academic year.

B. Mileage

Any Teacher directed to use his/her vehicle for District business shall be compensated at the Internal Revenue Service Allowable Rate.

C. Retirement Incentive

1. Notification

In order to be eligible for the retirement incentive, the Teacher must have a minimum of 15 or more years with District #275, #252, and/or #249. Teachers may give a one, two, three, or four-year notification of retirement. Notification

shall be made in writing to the Superintendent or his designee no sooner than May 1 of the school year prior to the year the Teacher firsts receives the retirement incentive and no later than September 1 of that year. Following notification, said Teacher's creditable earnings shall be increased by three percent (3%) over the Teacher's TRS creditable earnings for the prior school year.

Such payment(s) shall be subject to all withholding required by applicable law, such as federal and state income taxes, Medicare, (if applicable), and Illinois Teacher Retirement System.

2. Years of Eligibility

If a Teacher's qualifies for this benefit four (4) years prior to the year of retirement, the Board shall pay the Teacher a three percent (3%) retirement incentive, inclusive any other increases in compensation for each of the Teacher's remaining four years of service.

If a Teacher's qualifies for this benefit three (3) years prior to the year of retirement, the Board shall pay the Teacher a three percent (3%) retirement incentive, inclusive any other increases in compensation for each of the Teacher's remaining three years of service.

If a Teacher's qualifies for this benefit two (2) years prior to the year of retirement, the Board shall pay the Teacher a three percent (3%) retirement incentive, inclusive any other increases in compensation for each of the Teacher's remaining two years of service.

If a Teacher's qualifies for this benefit one (1) year prior to the year of retirement, the Board shall pay the Teacher a three percent (3%) retirement incentive, inclusive any other increases in compensation for each of the Teacher's remaining one year of service.

3. Calculation of Retirement Incentive.

Once an eligible Teacher submits a timely and effective notice of retirement, the Teacher shall no longer be paid salary from the salary schedule and extra-duty pay schedules and any other compensation clauses of this agreement that yield TRS creditable earnings for the Teacher. All calculations for increases in creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once a Teacher submits an irrevocable notice of retirement, in no case will the Teacher's TRS creditable earnings exceed three percent (3%) of the Teacher's creditable earnings for the previous year.

If after submitting an irrevocable notice of retirement the Teacher's resigns from or is dismissed from compensated activities covered in this agreement, the retirement incentive for the Teacher will be recalculated accordingly.

The Board retains the sole right to assign Teacher's to duties for which TRS creditable earnings are paid including but not limited to extra duties and other duties that are performed on a volunteer basis during the Teacher's year of

service, and used to calculate final annual earnings for the basis of determining TRS pension.

After a teacher has submitted an irrevocable notice of retirement, no provision of this agreement to the contrary notwithstanding, the Board shall not be required to assign a Teacher to duties which cause that Teacher's creditable earnings to increase by more than three percent (3%), or to permit that Teacher to perform any such duties.

4. Eligibility and Application Process

To qualify the Teacher must meet one of the following conditions listed below:

- a. The Teacher will qualify to receive a full pension annuity at the time of retirement, as required by TRS regulations by reason of being at least 55 years of age and having attained 35 years of upgraded TRS creditable service.
- b. The Teacher will qualify at the time of retirement to receive a full pension annuity by reason of being at least 55 years of age and having attained 38 years of non-upgraded TRS creditable service.
- c. The Teacher will become 60 years of age before July 1 of a school year and has five or more years of TRS creditable service.
- d. Teachers retiring with an effective date prior to the end of any school term shall not qualify for the retirement incentive, unless the Board consents in writing.

5. Rescinding Irrevocable Notice of Intent to Retire.

This provision regarding retirement incentive requires that an eligible Teacher submit an irrevocable letter or resignation consistent with the terms of this provision, and also consistent with the date of the proposed retirement. However, if after submitting an irrevocable letter of resignation, a Teacher has a change in life circumstances due to divorce, or death of a spouse, that Teacher may rescind the letter of resignation. The additional sums received by the Teacher as a result of this provision shall be repaid by the Teacher by payroll deduction. The Teacher shall provide to the Superintendent a schedule for repayment for approval (which approval shall not be unreasonably withheld) as a condition of the Teacher's right to rescind. The Teacher shall be required to execute a contract providing for payroll deduction consistent with the schedule.

In addition to the reasons of death of a spouse or divorce from a spouse, a Teacher who has provided an irrevocable notice of intent to retire pursuant to this provision regarding retirement incentive may apply to the Board of Education to rescind a letter of resignation under section 16, which the Board may grant in its discretion. The additional sums received by the Teacher as a result of this provision shall be repaid by the Teacher by payroll deduction, in accordance with the requirements of the preceding paragraph.

This right of a Teacher to retirement incentive may be exercised only one time. If a Teacher rescinds a letter of resignation under this provision, the benefits of this provision shall not again be available to that Teacher, even if the Board agrees to a rescission, or even if the Teacher is rehired by the Board of Education.

6. **Method of Payment**

The retirement incentive will be paid annually over the pay periods as described in this agreement.

Notwithstanding any other provision in this agreement no Teacher shall have his or her salary increased by more than three percent (3%) from the previous year within four years of retirement eligibility.

Notwithstanding the deadline for retirement notification, the Board, in its sole discretion may grant approval of a request for the Retirement Incentive submitted after September 1 of the year prior to retirement. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

7. **Unused Sick Days Upon Retirement**

Any teacher who meets the retirement eligibility requirements outlined in C.6. above is eligible to receive compensation for unused sick days upon retirement.

In recognition of faithful service to the district by a member of the bargaining unit, the Board will pay thirty dollars (\$30.00) per day of unused sick days not used for retirement benefits. The enumeration for the unused sick days will be due and payable after termination and after October 1st of the calendar year of retirement.

D. Additional Duties

Should it be necessary for a Teacher to teach, supervise, or perform administrative duties due to the unavailability of a substitute Teacher, or due to the absence of an Administrator, or assistance requested by an Administrator, such Teacher shall be compensated at the rate of twenty dollars (\$20) for 30-60 minutes. Said rate shall be twelve dollars (\$12) for 1-29 minutes.

E. After School Detentions

Any Teacher who is requested to supervise school detention supervision shall be paid at the rate of \$10 dollars per 1-29 minutes, and \$20 for 30-60 minutes. Detentions can be held before 8 a.m. or after the end of the school day, depending on the supervising teacher. Volunteers shall be solicited first. The mechanics and implementation will be determined by staff Teachers and the Administration.

F. TRS and THIS

The Board shall pay the full TRS and THIS contributions to TRS as a benefit for the Teacher.

Article VIII – Evaluation

A. Teacher Evaluation

No revision of the Tenure Teacher Evaluation Plan shall, during the term of this contract, abrogate the following rights and duties presently set forth in that plan:

1. No formal evaluation shall take place until the building Principal or evaluator acquaints each teacher under his/her supervision with the evaluation procedures and instruments.
2. Using an evaluation instrument developed by the Association and the Administration, the qualified evaluator shall formally evaluate in writing each non-tenured teacher at least once each school year. Each tenured teacher shall be formally evaluated in writing at least once every two school years. In the event a tenured teacher receives a needs improvement or an unsatisfactory performance evaluation rating in a school year, the teacher shall be evaluated in the school year following receipt of such rating.
3. A formal classroom observation shall be defined as one involving a classroom visitation of not less than forty-five (45) consecutive minutes or the length of the lesson (less than what law defines) and a written evaluation of visitation followed by a conference between the evaluator and the Teacher. Such conference shall be scheduled within ten (10) school days of the visitation.
4. All formal observations shall be done with the full knowledge of the Teacher. The evaluator shall endeavor to select observation times that are representative of the Teacher's workday.
5. A pre-observation meeting shall take place between the qualified evaluator and the teacher at least forty-eight (48) hours prior to the formal observation unless a shorter time was mutually agreed upon.
6. The qualified evaluator shall have a post-evaluation conference with the teacher within ten (10) school days following the in-class observation(s) to discuss the observation.
7. The teacher shall sign copies of the written evaluation and receive a copy of said evaluation within fifteen (15) school days after the formal observation. If the teacher feels any evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing. There is no time limit for any such written objection. The evaluator shall sign the teacher's objection, if any, a copy of which shall be given to the teacher and one copy attached to the evaluation report to be placed in the teacher's official personnel file.
8. A teacher with any item(s) marked unsatisfactory or needs improvement by an Administrator on an evaluation will be given clear written directions stating how to correct the deficiency.

9. Nothing contained herein shall limit the right of the administration to utilize informal observations and other first-hand evaluation criteria for considering competency of any teacher. No informal observations shall be included in any teacher's personnel file unless reduced to writing and discussed with the teacher not more than ten (10) class days after the informal observation.
8. No formal evaluation shall be made during the last day of instruction before Thanksgiving and winter break nor on the days designated in observance of Halloween and Valentine's Day. Nothing, however, shall prevent informal observations of any teacher on those days nor shall any administrator be prevented from entering any classroom and documenting any inappropriate student or teacher behavior.
9. Written evaluations shall be typed by the person making the evaluation and prepared in some manner so as to maintain the confidentiality of the evaluation.
10. Upon receipt of tenure, the Board shall provide a written notification of such to said Teacher.

B. Non-Certified Employees

1. Upon hire, Employees shall be informed of their duties/job descriptions, the evaluation process, and who will evaluate their performance.
2. Employees shall be evaluated at least once annually.
3. Any observation(s) which is evaluative in nature must be reduced to writing, submitted and discussed with the Employee within ten (10) work days of the observation. If this is not done, said observation may not be used in the evaluation.
4. If a supervisor believes that an Employee is doing unacceptable work, the reason(s) therefore shall be reduced to writing in specific terms and the supervisor will provide written suggestions regarding the way the employee could improve.
5. A copy of the written evaluation shall be given to the Employee within ten (10) working days of the evaluation. If the Employee disagrees with the evaluation he/she may submit a written response which shall be attached to the filed copy of the evaluation in question. The Employee and the supervisor shall mutually agree to a conference to discuss the evaluation within five (5) working days after the Employee has received the evaluation. Following the post-evaluation conference, the Employee shall sign the evaluation prepared by the evaluator. In no case shall this signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires. The immediate supervisor will sign the response acknowledging that he/she read the material. All written evaluations and Employee comments are to be placed in the Employee's personnel file.

C. Remediation

When a Teacher is rated unsatisfactory and the deficiencies are deemed remediable, within 15 days of the evaluation, a remediation plan designed to correct the deficiencies shall be developed and begun.

1. The subject teacher, a qualified administrator, and a consulting teacher will participate in the remediation plan. The consulting teacher, selected by the participating administrator or by the principal of the teacher who was rated "unsatisfactory", must have at least five years teaching experience, been rated "excellent" on the last evaluation, and be reasonably familiar with the assignment of the teacher being evaluated. Consulting teachers may be drawn from the district or supplied by the State Board of Education when none are available in the district. The consulting teacher advises the teacher on how to improve teaching skills and to successfully complete the remediation plan, but the final decision as to the evaluation shall be done solely by the administrators.
2. Teachers placed on remediation shall have an evaluation conducted every 30 days by a qualified administrator who shall use the evaluation summary form developed by the PERA Joint Committee. The final evaluation summary form shall also serve as the comprehensive summary for determining whether the teacher has successfully completed the remediation plan. If the Teacher completes the 90-day remediation plan with a "satisfactory" or better rating he/she shall be reinstated to a schedule of biennial evaluation.
3. Failure to complete the 90-day remediation plan with a "satisfactory" or better rating shall result in dismissal of the Teacher pursuant to Article 10-22.4 of the School Code. Dismissal procedures will be conducted in compliance with Article 24-12 of the School Code.

Article X - Duration

A. No Strike/No Lockout

During the term of this Agreement:

1. It is specifically understood that neither the Association nor its members shall participate in or encourage, either directly or indirectly, a strike or any other form of interference with the normal operations of the school system or any of its programs.
2. The Board shall not lock out the Association nor its members during the term of this Agreement.

B. Contract

Within 45 days after the agreement is signed, the Board shall prepare and transmit to the Teachers sufficient copies of the agreement to allow the Teachers to distribute a copy to each Teacher.

C. Duration

This agreement shall be in full force and effect from the date of execution and shall continue until midnight, August 1, 2020.

Crescent City Teachers

Jerry L. Murstein
CCTEA

Date 8-22-18

CI CUSD 249 Board of Education

Scott G. J.
Scott G. J.

Date 8-22-18

2019-2020
Base Salary \$31,670

<u>Extra-Curricular Duty</u>	Initial %	Initial (1-3)	Tier 2 %	Tier 2 (4-6)	Tier 3%	Tier 3 (6-+)
<u>Athletics</u>						
Head Baseball	4.00%	\$1,266.80	4.50%	\$1,425.15	5.00%	\$1,583.50
Assistant Baseball	2.50%	\$791.75	3.00%	\$950.10	3.50%	\$1,108.45
Head Cross Country	4.00%	\$1,266.80	4.50%	\$1,425.15	5.00%	\$1,583.50
Assistant Cross Country	2.00%	\$633.40	2.50%	\$791.75	3.00%	\$950.10
Head Girls' Basketball	4.00%	\$1,266.80	4.50%	\$1,425.15	5.00%	\$1,583.50
Assistant Girls' Basketball	2.50%	\$791.75	4.00%	\$1,266.80	4.50%	\$1,425.15
Head Boys' Basketball	4.00%	\$1,266.80	4.50%	\$1,425.15	5.00%	\$1,583.50
Assistant Boys' Basketball	2.50%	\$791.75	4.00%	\$1,266.80	4.50%	\$1,425.15
Head Volleyball	4.00%	\$1,266.80	4.50%	\$1,425.15	5.00%	\$1,583.50
Assistant Volleyball	2.50%	\$791.75	4.00%	\$1,266.80	4.50%	\$1,425.15
Head Track and Field	4.00%	\$1,266.80	4.50%	\$1,425.15	5.00%	\$1,583.50
Assistant Track and Field	2.00%	\$633.40	4.00%	\$1,266.80	4.50%	\$1,425.15
District Athletic Director	7.00%	\$2,216.90	8.00%	\$2,533.60	9.00%	\$2,850.30
		\$14,251.50		\$17,893.55		\$20,110.45
<u>Activities</u>						
Speech Coach	2.00%	\$633.40	2.50%	\$792	3.00%	\$950.10
Scholastic Bowl Coach	2.00%	\$633.40	2.50%	\$791.75	3.00%	\$950.10
Music Coordinator	2.00%	\$633.40	2.50%	\$791.75	3.00%	\$950.10
<u>District Duties</u>						
District 249 Teacher Mentor	1.40%	\$443.38	2.00%	\$633.40	2.00%	\$633.40
SIP Committee	1.40%	\$443.38	2.00%	\$633.40	2.00%	\$633.40
Technology Committee	1.40%	\$443.38	2.00%	\$633.40	2.00%	\$633.40
SEL Committee	1.40%	\$443.38	2.00%	\$633.40	2.00%	\$633.40
PERA Joint Committee	1.40%	\$443.38	2.00%	\$633.40	2.00%	\$633.40
		\$4,117.10		\$6,175.20		\$6,650.70
<u>Flat Rate Duties</u>						
Web Coordinator		\$400		\$400		\$400
Tutoring		\$20		\$20		\$20
Fund Raiser Chaperone		\$21		\$21		\$21
Dance Chaperone		\$11		\$11		\$11
Athletic Supervision		\$22		\$22		\$22
Scorekeeper		\$22		\$22		\$22
Timer		\$22		\$22		\$22
Ticket Taker		\$22		\$22		\$22

NOTE: Any community/parent that is hired as a sponsor of any extra-curricular activity will remain at the initial salary. Only Crescent-Iroquois CUSD 249 staff may move across the extra-curricular salary schedule.

NOTE: Currently, St. Paul's is responsible for payment of the Head Girls Basketball, Assistant Girls Basketball, Head Track and Field and Assistant Track and Field.

NOTE: Assistant Cross Country, Head Track and Field, Assistant Track and Field have been added from our original extra-curricular salary schedule.

Memorandum of Understanding

Retirement Incentive language agreed upon by the Crescent City Teachers and Board of Education of the CRESCENT-IROQUOIS COMMUNITY UNIT SCHOOL DISTRICT 249 on June 20, 2017 will continue to be honored as agreed.

