

Negotiated Agreement Between
Board of Education of Cary Community
Consolidated School District 26

2115 Crystal Lake Road
Cary, IL 60013

and

Cary Education Association



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Oak Knoll Briargate Deer Path Three Oaks Cary Junior High

2018 - 2022

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	2
1.1 Association Recognition	2
1.2 Definition of Certified Staff	2
1.3 Additional Negotiations.....	2
ARTICLE II – ASSOCIATION AND CERTIFIED STAFF’S RIGHTS	3
2.1 Right to Organize.....	3
2.2 Public Information Access	3
2.3 Meeting Location	3
2.4 Association Representation	3
2.5 Bulletin Board Space	4
2.6 School Equipment Use	4
2.7 Association Attendance	4
2.8 Staff Office.....	4
2.9 Board Authority.....	4
2.10 Communication Council.....	4
2.11 Fair Share.....	5
2.12 Notification of Assignment	5
ARTICLE III – NEGOTIATION AND IMPASSE PROCEDURES	6
3.1 Scope and Initiation of Successor Contract Negotiations	6
3.2 Authority to Negotiate	6
ARTICLE IV – GRIEVANCE PROCEDURE.....	7
4.1 Definitions.....	7
4.2 Statement of Basic Principles	7

4.3	Procedures	8
4.4	Bypass to Superintendent.....	9
4.5	Class Grievances	9
4.6	Association Participation — Certified Staff Not Represented	9
4.7	Grievance Withdrawal.....	9
4.8	Evidence for Arbitrator	9
4.9	Cost of Arbitration	9
4.10	Other Arbitration Costs	10
ARTICLE V – PAYROLL DEDUCTIONS.....		11
5.1	Submission of Payroll Deductions for Association Dues.....	11
5.2	Dues Deduction Authorization	11
5.3	Prorated Dues Deduction	11
5.4	Payroll Deduction Schedule.....	12
5.5	Dues Recovery Following Resignation	12
5.6	Remission to Association.....	12
5.7	Authorized Deductions.....	12
5.8	Pay Periods	12
ARTICLE VI – ASSIGNMENT OF DUTIES		13
6.1	Certified Staff Assignment List.....	13
6.2	Transfers / Reassignments.....	13
6.3	Transfer Process	14
6.4	Extra-Duty Assignments	15
6.4.1	Certified Staff Mentoring	16
6.4.2	Remediation Certified Staff Plan.....	16
6.5	Seniority.....	16
6.5.1	Reduction in Force	17

6.6	Class Size.....	17
6.7	Home School Duty Assignment.....	17
6.8	Job Sharing	17
ARTICLE VII - LEAVES.....		20
7.1	Sick Leave.....	20
7.2	Personal Leave.....	20
7.3	Sick Leave Bank.....	20
7.4	Bereavement Leave	22
7.5	Sabbatical Leave	22
7.6	Long-Term Parental Leave of Absence	23
7.7	Association Leave	24
7.8	Other Leaves of Absence	25
7.9	General Provisions for All Leaves.....	26
ARTICLE VIII – WORK DAY		29
8.05	Summer Professional Development	28
8.1	Length of Day	29
8.2	Professional Obligations.....	29
8.2.1	Mandated Training.....	29
8.3	Lunch Period	30
8.4	Planning Time.....	30
8.5	Internal Substitution.....	30
8.6	Traveling Certified Staff	30
ARTICLE IX – CERTIFIED STAFF EVALUATION.....		31
9.1	Review of Evaluation	31
9.2	Probationary Certified Staff Member	31
9.3	Audio/Video Taping	31

9.4 Personnel File.....	31
9.5 Grievance	31
9.6 Evaluation Committee.....	31
ARTICLE X – CREDIT FOR EXPERIENCE ON SALARY SCHEDULE	32
10.1 Maximum Credit	32
10.2 Military Credit.....	32
10.3 Partial Credit.....	32
10.4 Half-year Credit	32
10.5 Half-time Staff.....	32
10.6 Employment Under One Year.....	32
10.7 Leave of Absence Placement.....	33
ARTICLE XI – GUIDELINES FOR COURSE APPROVAL LANE MOVEMENT	34
11.1 Criteria.....	34
11.2 Lane Movement.....	34
ARTICLE XII - RETIREMENT	35
12.1 Retirement Eligibility and Benefits	35
ARTICLE XIII – COMPENSATION AND FRINGE BENEFITS	37
13.1 Salary Table	37
13.2 Tax Shelter for TRS Contributions.....	37
13.3 Health Insurance	37
ARTICLE XIV – DURATION AND RELATED TECHNICAL CLAUSES.....	40
14.1. Duration of Agreement.....	40
14.1.2 The Professional Development Committee	40
14.2 Annual Contract Length.....	40
14.3 No-Strike.....	40
14.4 Complete Understanding	40

14.5 Recognition of This Agreement	40
14.6 Severability	41
14.7 Individual Contracts	41
APPENDIX A.....	43
APPENDIX B.....	47
MEMORANDUM OF UNDERSTANDING	48

PREAMBLE

The Board of Education of District 26, hereinafter referred to as the "Board," and the Cary Education Association, hereinafter referred to as the "Association," recognize that the aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff, and the professional teaching personnel. To this end, the parties shall participate in good faith negotiations.

The Board and the Association recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, and the professional teaching personnel.

ARTICLE I

RECOGNITION

1.1 Association Recognition

The Board of Education of Cary Community Consolidated District 26, McHenry and Lake Counties, Cary, Illinois, hereinafter referred to as the "Board", hereby recognizes the Cary Education Association, hereinafter referred to as the "Association," affiliated with the Illinois Education Association and the National Educational Association, as the exclusive and sole negotiation agent for all fully certified staff members who are subject to this Agreement except those in Superintendent, Chief Financial Officer, Associate Superintendent of Curriculum and Professional Development, Director of Special Services, Principal, Assistant Principal, and all other managerial, supervisory, confidential and all other positions excluded from coverage of the Illinois Educational Labor Relations Act.

1.2 Definition of Certified Staff

The term "certified staff," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.1 above.

1.3 Additional Negotiations

The Board agrees not to negotiate with any teacher's organization other than the Association, unless another organization wins an election.

ARTICLE II

ASSOCIATION AND CERTIFIED STAFF'S RIGHTS

2.1 Right to Organize

Certified staff shall have the right to organize or not to organize, join or not to join, to participate or not to participate in professional negotiations with the Board through representatives of their own choosing.

2.2 Public Information Access

- A. The Board agrees to make available to the Association, in response to reasonable requests, all available public information already compiled concerning the financial resources of the District such as, but not limited to, annual financial reports and audits, annual budgets, agenda, Board packet (non-confidential portions), and minutes of all open Board meetings and Treasurer's Reports. Nothing herein shall require the Board's administrative staff to research and assemble information.
- B. If possible, the President of the Association shall be provided with a written notice of any regular or special meeting of the Board of Education. When possible, a copy of the agenda shall be included with the notice of such meeting at least 24 hours prior to the scheduled time of such meeting.
- C. Two (2) copies of all open Board minutes will be placed in the mailbox of the President of the Association after the minutes have been approved by the Board of Education.

2.3 Meeting Location

Upon at least 24 hours notice to and with approval of the building principal, except in the case of emergency, the Association shall have the right to use school buildings for meetings and to transact official Association business on school property provided that such business does not interfere with or interrupt school operations or previously scheduled events. When special custodial service is required, the Board may charge the community use rate for this service.

2.4 Association Representation

When a certified staff appears before the Board or the Superintendent concerning any matter which could affect the certified staff's basic employment or salary, the certified staff shall be entitled to have an Association representative present. Further, when a certified staff is required to appear before the Board, except in cases of emergency which affect the safety and welfare of children,

other persons or property, he/she shall be given forty-eight (48) hours prior written notice of the reasons for such meeting.

2.5 Bulletin Board Space

Bulletin board space shall be provided for the use of the Association in each school building for posting notices of activities and other matters of Association concern. The regular district inter-school mail service shall be made available to the Association for communications to certified staff. The Superintendent will receive copies of materials at time of distribution.

2.6 School Equipment Use

With prior approval, the Association shall have the right to use, but not to remove from the school building, school equipment. This includes computers and related peripheral equipment, calculating machines, and audio-visual equipment when such equipment is not otherwise in use. Only qualified individuals are permitted to operate the equipment, and the Association will pay the actual cost of all materials and supplies consumed in such case.

2.7 Association Attendance

Certified staff shall be allowed to leave the building at the time of student dismissal to attend Association meetings provided there is no interference with district functions. The Association is to provide written notice of said meeting to building Principals and Superintendent.

2.8 Staff Office

The Board recognizes that in order for certified staff to accomplish their job effectively, it may be necessary to have an office in part of his/her residence for the purpose of preparation, grading papers, storage of materials, and other functions related to the practice of his/her profession.

2.9 Board Authority

It is understood and agreed that all functions, rights, powers, or authority of the administration of the School District and the Board of Education which are not limited by the language of this Agreement are retained by the Board. However, that no such right shall be exercised to violate any of the specific provisions of this Agreement or the Illinois Educational Labor Relations Act.

2.10 Communication Council

A. For the purpose of communication and dialogue on problems and practices that affect the welfare of the children, certified staff, the school district in general, Board policy, administrative procedures, and professionalism and ethics of the staff, a Communication Council shall be established.

- B. The Council shall be composed of the Superintendent, the Principals, no more than two (2) Association-elected certified staff building representatives from each building, and the President of the Association.
- C. The Superintendent, prior to September 30, shall call the first Communication Council. During the first meeting, subsequent monthly meeting dates shall be determined. Additional meeting dates may be arranged by the Chairman of the Council.
- D. Items certified staff wish to have discussed at Communication Council must be placed on an agenda by informing the building principal three (3) days prior to the meeting. The principals must submit these items to the Superintendent one (1) day prior to the meeting so an agenda can be prepared.
- E. The Superintendent will send the minutes, a copy of the original letter submitted by the certified staff member(s), and the Administration's response letter to the Communication Council certified staffs representatives, administrators and the Board.

2.11 Fair Share

If Fair Share salary withholding is ever held to be constitutional and lawful, the parties will meet to negotiate the effects of such a ruling.

2.12 Notification of Assignment

The legal responsibility for education is vested in the Cary Board of Education and this responsibility to final decision-making cannot be delegated. The Administration will provide reasonable notification to the Union if it creates any new bargaining unit positions or makes changes to any extended work year assignments. The notification will be made before an assignment is made or position is filled and will include any change to the length of year, length of day, job descriptions, or any additional bonuses and stipends first made after September 1, 2018.

ARTICLE III

NEGOTIATION AND IMPASSE PROCEDURES

3.1 Scope and Initiation of Successor Contract Negotiations

The parties agree that their duly designated representatives shall negotiate in good faith. This does not imply acquiescence or concession to either party's demands either in whole or in part. Each party shall select its own representatives. Each negotiation team shall consist of no fewer than three (3) and no more than seven (7) members. Negotiations for a successor contract shall begin as soon as possible, but no later than March 1 prior to the expiration date of the current contract unless the parties agree to a later date.

3.2 Authority to Negotiate

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals and to seek tentative agreements.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 Definitions

- A. Any claim by a certified staff member, or the Association if said claim is of a class action nature or pertains to administrative staff beyond the building level, that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall constitute a grievance. A grievance must be presented within twenty (20) days after the grievant might reasonably have been expected to have had knowledge of the occurrence of the event giving rise to the grievance.
- B. All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

4.2 Statement of Basic Principles

- A. Every certified staff shall have the right to present grievances in accordance with these procedures, with or without representation, as defined in formal steps beyond the building level.
- B. Certified staff who participates in these grievance procedures shall not be discriminated against or be subjected to discipline or reprisal because of such participation.
- C. The failure of party filing the grievance or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step.
- D. The Association will be notified of the final disposition of the grievance within ten (10) days. Said disposition shall not be in conflict with any of the terms or conditions of this Agreement.
- E. Conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present, and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the Superintendent, during school hours, all certified staff whose presence is required shall be excused, with pay, for that purpose.
- F. It is agreed that any investigation or other handling or processing of any grievance by the grieving certified staff or certified staff's organization

representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

4.3 Procedures

- A. **First Step.** An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor,
- B. **Second Step.** If the grievance cannot be resolved informally, the aggrieved certified staff member shall file the grievance in writing, and at a mutually agreeable time, discuss the matter with the appropriate administrator. The written grievance shall state the nature of the grievance, note the clause(s) of the Agreement allegedly violated, and state the remedy requested. The filing of the grievance at the Second Step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The appropriate administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the certified staff and the Superintendent within ten (10) days. The certified staff, upon request to the Association, may have an Association representative present.
- C. **Third Step.** In the event a grievance has not been satisfactorily resolved at the Second Step, the aggrieved certified staff member and the Association shall file, within five (5) school days of the appropriate administrator's written decision or answer at the Second Step, a copy of the grievance with the Superintendent. The aggrieved certified staff member shall send a copy of such grievance to the Association President. Within ten (10) days after such written grievance is filed, the aggrieved and the Superintendent or his designee, shall meet to resolve the grievance. The Superintendent or designee shall file an answer within ten (10) days of the Third Step grievance meeting and communicate it in writing to the certified staff, the appropriate administrator and the Association representative present.
- D. **Fourth Step.** If the aggrieved certified staff member and the Association are not satisfied with the disposition of the grievance at Step Three, or the time limits expire without the issuance of the Superintendent's written reply, the certified staff member and/or the Association may submit the grievance to the board for final resolution. If a request for a hearing is not filed within thirty (30) days of the date for the Step Three answer, then the grievance shall be deemed withdrawn.
 - a. The Board shall have no power to alter the terms of this Agreement.
 - b. Each party shall bear the full cost for its representation in the

grievance procedure.

- E. **Fifth Step.** The Association may appeal from the determination of the Board by submitting a demand in writing within thirty (30) days of such decision that the matter be carried forward to binding arbitration. The arbitrator shall be selected from a panel or panels to be secured from the American Arbitration Association. The cost of the arbitrator and of his/her selection from the American Arbitration Association shall be shared equally.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provision of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

4.4 Bypass to Superintendent

If the Association and the Superintendent agree, Step Two of the grievance procedure may be bypassed and the grievance brought directly to Step Three.

4.5 Class Grievances

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

4.6 Association Participation — Certified Staff Not Represented

When a certified staff member is not represented by the Association, the Association shall reserve the right to have its local representative and/or Association representative at Step Three or Four.

4.7 Grievance Withdrawal

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

4.8 Evidence for Arbitrator

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.

4.9 Cost of Arbitration

Each party shall bear the full cost for its representation in this arbitration. The cost of the arbitrator and of the American Arbitration Association shall be divided

equally between the Board and the Association.

4.10 Other Arbitration Costs

If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

ARTICLE V

PAYROLL DEDUCTIONS

5.1 Submission of Payroll Deductions for Association Dues

The Association shall submit to the Superintendent's Office two (2) weeks before the first pay date in October, the necessary Association dues payroll deduction authorization forms for those deductions properly filled in and signed.

5.2 Dues Deduction Authorization

A certified staff employed on or before the start of the school term may authorize dues deduction by having presented an authorization card to the Board two (2) weeks before the first pay date in October. The amount specified by the Association shall be prorated and deducted from twice monthly paychecks, starting with the first pay date in October and ending with the last pay date in June. Dues deductions shall continue in effect from year to year unless terminated by the employee by written notification to the Association and the Board prior to September 15th of any school year or upon termination of an employee's employment by the Board.

The Association, the Illinois Education Association and the National Education Association agree to indemnify and save the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this Section, including reimbursement for any legal fees or expenses incurred in connection therewith. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of this Section, and if the association so requests in writing, to surrender claims, demands, suits or other forms of liability.

Dues deducted by the District will be remitted to the Association within fifteen (15) work days after such deductions have been made.

5.3 Prorated Dues Deduction

Any certified staff employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) days after his/her date of employment. The combined annual membership dues will be prorated and deducted from the remaining twice monthly paychecks to complete payment by June 30.

5.4 Payroll Deduction Schedule

The Board will make eighteen (18) equal payroll deductions for the combined or unified CEA, IEA and NEA membership dues starting with October and extending through June, unless employment is terminated prior to the close of school.

5.5 Dues Recovery Following Resignation

If a certified staff member resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the certified staff's final paycheck, providing said certified staff has signed the proper authorization form which would permit this.

5.6 Remission to Association

All dues deducted by the Board shall be remitted to the treasurer of the Association as soon as possible but no later than ten (10) days after such deductions are made.

5.7 Authorized Deductions

A certified staff member may elect to have a given sum deducted from each paycheck to be sent by the Board in the name of said certified staff to a certified staff's Credit Union, the United Way, IEA/NEA/CEA dues, Health Insurance, and a tax sheltered annuity from the accepted District list of providers and the NEA sponsored annuity. An employee may set the amount of a TSA deduction as governed by IRS regulation. The remaining authorizations must be submitted by October 1 or thirty (30) days after final Agreement, whichever is later, and within seven (7) calendar days after the date ending first semester.

5.8 Pay Periods

Payroll checks will be issued on the 5th and 20th of each month. If the 5th or the 20th are on a weekend or a holiday, the paycheck will be issued on the last work day prior to the weekend or holiday. Each certified staff member will be paid 24 pay periods per year.

ARTICLE VI

ASSIGNMENT OF DUTIES

6.1 Certified Staff Assignment List

The District will develop a list of all full-time staff assignments at least ten (10) calendar days before the beginning of the school year.

6.2 Transfers / Reassignments

A transfer is defined as a change of grade level, a change of schools, or a change from one department to another.

A. Voluntary Transfers/Reassignments

All certified staff shall be notified of open teaching assignments and have the opportunity to apply for and be considered for transfer to fill a posted opening. A letter of application outlining qualifications and experience will be sent to the Superintendent or designee and received within five (5) working days of the internal posting.

B. Involuntary Transfers/Reassignments

The involuntary transfer of certified staff member may become necessary due to pupil distribution, instructional requirements, a change in facilities, reductions in force, and/or other reasons. Certified staff being involuntarily transferred shall be given written notice prior to the transfer. Whenever possible, notification will be given within thirty (30) calendar days prior to the last day of the school year. At the written request of a certified staff member identified for transfer, a meeting will be held with the Superintendent or designee within ten (10) working days of the notification to review the reasons for the reassignment/transfer. In the event a certified staff member is involuntarily reassigned/transferred, that fact shall be a consideration the following school year should that certified staff member apply for a voluntary transfer to a permanently vacated position, provided the individual meets the criteria outlined in paragraph 6.3.

- i. Following the Board's approval of the District's staffing plan, the Administration will determine the open positions available for voluntary transfer. The District will then notify all certified staff of all the open positions available for voluntary transfer. Certified staff interested in transferring to an open position must submit a letter of interest (email) to the building principal/district director. The letter of interest must be received by the appropriate administrator within five (5) working days of the internal posting.

- ii. Following the period for voluntary transfers, all certified staff who are being involuntary-transferred will be notified by letter. In addition, a special group of involuntary-transferred teachers with only one possible position will be notified in writing of their specific position.
- iii. If a staff member is qualified for more than one posted position, a survey shall be given to involuntary-transferred staff to be completed within five (5) days of receipt of letter. The survey will request that the staff list their first, second, and third preferences in rank order of the posted positions.
- iv. In making decisions regarding involuntary transfers, the District will consider various factors, including but not limited to, the following:
 - Certification requirements
 - Familiarity with the grade level or course
 - Length of service in the District
 - Needs of the District and the students
 - Prior evaluations
 - Survey preferences
 - The fact that a staff member may have been recently involuntarily reassigned
- v. Certified staff will have the option to request a voluntary transfer out of the position assigned to them, should any subsequent open transfer lists be published.

6.3 Transfer Process

Sec. 24-1.5. (105 ILCS 25-1.5). New or vacant teaching positions. The district's selection of a candidate for a new or vacant teaching position not otherwise required to be filled pursuant to Section 24-12 of the School Code must be based upon the consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the school district must not be considered as a factor, unless all other factors are determined by the district to be equal.

A. Postings

All certified staff vacancies in the District, as declared by the Board after any involuntary transfers and/or reduction-in-force bumps have been made, will be posted by the Superintendent or designee in all school buildings. A copy of the notification of vacancies will be sent to the Association as soon as possible after the position becomes available. This notification of vacancies will occur in a designated place in each building and each position will be sent by e-mail to all certificated staff within the

District. Each notice shall include a job description, statement of qualifications required, and salary range. An application for voluntary transfer to a specific vacancy must be sent to and received by the Superintendent or designee within five (5) working days of the internal posting. Each vacancy will be posted on the District Website after the internal posting period. When no other staff is certified for the vacancy, the vacancy will be posted concurrently on the District website and internally in the school buildings. No vacancy shall be interviewed for or filled permanently until a vacancy has been posted for five (5) working days. The five-day interview wait period will not apply within fifteen (15) working days of the start of the school year.

During the summer, notification of vacancies shall be given to all certified staff that notify the Human Resource Department of their desire to receive them and provide an e-mail address. When possible, all requests for notification will be sent to the Human Resource Department by the last day of school. Notification will continue to be sent electronically to the Association and to certified staff member's District e-mail during the summer.

B. Voluntary Transfer

In the event of a reduction in force of more than five (5) tenured staff members, a voluntary transfer committee will be convened for the purpose of reviewing and making the recommendations for voluntary transfers and placement. This committee will be made up of two (2) Administrators and two (2) certified staff members (who will be appointed by the CEA). The Administration shall make the final decision on all requested transfers.

C. Consideration

All qualified internal applicants who apply for a vacancy within the five (5) working days of posting shall be considered.

D. Notification

Applicants for a posted vacancy shall be notified in writing or electronic communication of the results of the hiring decision by the appropriate administrator. Only in the case of extraordinary circumstance shall this notification not occur prior to any announcement of the results of the selection process. If requested in writing by the applicant, a personal conference may be held with the appropriate administrator to discuss the hiring decision.

6.4 Extra-Duty Assignments

A. Assignment of Duties

At the beginning of each school year, a list of all existing district vacancies for extra-duty positions shall be posted in each building and emailed to staff. The District will maintain consistent communication of district-wide extra-duty opportunities and associated hours that are visible and available to certified staff throughout the school year in each building.

A vacancy exists when the District elects to fill 1) a newly created position, or 2) a position becomes available due to the resignation or non-reappointment of an extra-duty sponsor.

- B. Each year, an interested certified staff member may make a written request to the principal to be appointed to an extra-duty position.
- C. Extra-duty assignments will be paid upon completion of the assignment and administrative approval.
- D. Certified staff shall be given preference in filling extra-duty positions.
- E. Certified staff who perform approved extra-duty assignments shall be paid at the hourly rate of \$29.00 for the duration of this contract. Payment for the activity will be a flat rate when applicable and made upon completion of the assignment and verification by the principal. The staff member is responsible for finding a substitute if he or she cannot fulfill a commitment on any given day but the employee must first notify the appropriate building administration that he or she cannot supervise the activity that day.
- F. Extra-duty substitute payments will be made on the next pay period.
- G. Certified staff shall continue to be offered, on a voluntary basis, a voice in the decision-making process through committee work.

6.4.1 Certified Staff Mentoring

Certified staff who complete expectations for the New Teacher Mentoring program will be compensated in the amount of \$450 per year.

6.4.2 Remediation Certified Staff Plan

District 26 consulting certified staff will be compensated in the amount of \$450 per year.

6.5 Seniority

Seniority is afforded to tenured certified staff based on years of continuous service in District. If total continuous service as a certified staff member with the District is equal between two (2) or more certified staff, the official hiring date will be used as the tie-breaker. If a tie remains, the date the employment contracts

were signed by the certified staff members will be used as the tie-breaker. If a tie continues, the tie-breaker will be determined by drawing of lots. Certified staff working less than five (5) full days per week for the school year will receive experience credit toward seniority only on a prorated basis equal to time worked. A seniority list will be posted annually as required by law.

6.5.1 Reduction in Force

Tenured and non-tenured certified staff: In the event that a reduction-in-force is necessary, the Board will follow the requirements of the Illinois School Code. See 105 ILCS 5/24-11 and 5/24-12.

6.6 Class Size

The Board, Administration, and Association acknowledge that class size and its use of instructional aides is a factor in providing an effective educational program. In order to provide the best learning environment, when a regular education class exceeds the recommended class size guidelines set out in the then current Board policy, certified staff may submit a statement of need to the Building Principal. The Building Principal, certified staff member, and Superintendent will meet within a reasonable time frame to consider the feasibility of fulfilling this request.

6.7 Home School Duty Assignment

All certified staff will be assigned to a home school building for before and after school supervisory duties.

For purposes of evaluation, a primary evaluator will be assigned to the traveling certified staff member.

6.8 Job Sharing

A. Definition

Job sharing may be granted to two (2) tenured certified staff members or one (1) tenured certified staff member and one (1) retired former certified staff member sharing one (1) full-time position on an approximately equal basis. Certified staff who hold tenure rights shall not lose those rights solely as a result of accepting a job sharing position, except that acceptance of a job share position by a retired [unit member] shall not be construed as a tenured position.

B. Scope

Job sharing shall be limited to one (1) position per building and requires the mutual agreement of the two (2) job sharing certified staff, the building

principal, and the Superintendent or Designee. The Superintendent or designee and building principal or supervisor may approve additional job sharing arrangements per building after the pilot year.

C. Procedure

Proposals shall be submitted in writing to the building principal or supervisor with a copy to the Superintendent or designee no later than March 1st in the year preceding the job share arrangement and must include precise statements concerning:

1. The equitable division of district and building tasks between job sharing certified staff.
2. Time scheduling.
3. Provisions for communications between the job sharing certified staff, parents/guardians of classroom students, staff and administration.
4. Benefits to pupils, the job sharing certified staff, and the district.

The proposal will be designed by the job sharers in consultation with their building Administrator or Supervisor.

D. Evaluation of Proposals

Proposals shall be evaluated based upon the following criteria:

1. Advantages and disadvantages to pupils, to the job sharing certified staff, and to the District;
2. Estimated probability of success;
3. Other administrative concerns.

The administration will notify all job sharing applicants of the results of their proposal in a timely manner. An explanation will be provided on request. The proposal is an interactive process.

The final decision on approval of any job sharing proposal shall be the sole discretion of the Superintendent or designee and shall not be subject to the grievance procedure.

E. Compensation and Benefits

Certified staff working in job sharing positions shall receive a prorated and calculated salary (Article 10.6 and 10.7) and medical (Article 13) and leave benefits (Article 7), according to time worked. Certified staff in job sharing positions will receive credit on the salary schedule in proportion to time worked. Contributions to the Teachers' Retirement System of the State of Illinois (TRS) shall be proportionate to the time served and salary earned. During the period of time spent in a job sharing position, the seniority

credit of the certified staff will accrue in proportion to the time worked.

F. Substitution

Job sharers shall substitute for each other, whenever possible, and shall be paid as a substitute.

G. Participant Replacement Procedure

In the event the building principal determines the job sharing is failing to meet its objectives or the employment of a participating certified staff ceases, for whatever reason (including leaves of absence), the Superintendent or designee shall have the right to return the remaining participating certified staff(s) to full-time status or fill the vacant position in any other manner as he may deem appropriate.

H. Return to Full-Time

Upon his/her completion of such job sharing arrangement, each certified staff shall be returned to his/her former position, if such vacancy exists, or a position for which he/she is certified, and shall suffer no reduction in salary or status by virtue of the job sharing position. This provision shall not apply to retired certified staff in a job share position.

ARTICLE VII

LEAVES

7.1 Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. Immediate family or household shall be defined as stated in the School Code, Section 24-6. It includes parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, sisters-in-law, brothers-in-law, legal guardian, and parties to civil unions.

Sick leave shall be granted to full-time teachers at full pay at the rate of:

- 0 through 10 years of full-time service to the District = twelve (12) sick days per year:
- More than 10 of full-time service to the District through 25 years of full-time service to the District = thirteen (13) sick days per year
- More than 25 years of full-time service to the District years = fifteen (15) sick days per year

Certified staff employed less than full-time will receive prorated sick leave days based on their full time equivalent (FTE). Unused sick leave days may be accumulated to an unlimited number. As authorized under the School Code, up to thirty (30) sick days may be used for birth, adoption, or placement for adoption.

7.2 Personal Leave

The Board agrees to grant three (3) days per year for personal leave. If personal days are not used, they will be added to accumulated sick leave. No certified staff may take more than two (2) consecutive personal leave days in one (1) school work week. No more than three (3) personal leave days will be available in any given school year.

7.3 Sick Leave Bank

The purpose of the Sick Leave Bank is to provide an additional limited number of days to be used by the participating certified staff with at least one (1) full year of teaching in the District when their need for sick leave days exceeds the number of days accumulated.

- A. All certified staff with at least one (1) full year of teaching in the District are eligible to participate in the District Sick Leave Bank.

- B. The Association Executive Board will be solely responsible for reviewing requests and approving those meeting the established criteria.
- C. Voluntary contribution from the certified staff with at least one (1) year experience teaching in the District will create and maintain the days in the bank. There is no limit during the term of employment to the number of days certified staff may contribute. Days donated to the bank may not be withdrawn. Days donated are recorded as consumed on the official record of accumulated sick leave. Each September a request for days will be made of all eligible certified staff. If such a request would put the total number of days in the bank over one-hundred fifty (150), only eligible certified staff, who have never contributed, will be given the opportunity to donate days. Failure to donate results in a loss of eligibility to request sick bank days. In addition, a voluntary request for days will be made whenever the total number of days in the Bank reaches one-hundred (100) or less. Initially the request will be for one (1) day per certified staff member. The Association is responsible for making these requests.
- D. The Association will be responsible for all procedures necessary to implement and maintain the required number of Sick Leave Bank days and to provide the Central Office with verified contribution forms signed by the contributing employees. There will be a maximum of two (2) donation periods in any one school year. The CEA and the District will reconcile Sick Leave Bank records each year by the end of October and by the end of the school year.
- E. Criteria for Use of Sick Leave Bank Days
 - 1) Application should be submitted in writing within five (5) working days after an individual's expiration of sick leave days for the illness requiring the leave, to the Superintendent's Office with a copy given to the Association's designated representative.
 - 2) A doctor's certification of continued illness and inability to perform his/her job function must be submitted with the request.
 - 3) Certified staff must have exhausted all individual accumulated sick leave and have been absent from employment without pay at least five (5) days as a consequence of the illness or disability.
 - 4) The Bank shall not be applicable to illness or disability resulting from any surgical or other procedure which may be safely deferred until a vacation or recess period, and the inability to do this must be medically documented in writing. If atypical complications should arise from such surgical or other procedures, the Bank shall be applicable to any absence due to such complication. This too must be medically documented in writing.

- 5) Twenty (20) is the maximum number of days that may be granted for the same illness.
- 6) Certified staff shall not draw upon the Sick Leave Bank in two (2) successive years unless he/she shall be employed full-time for at least sixty (60) school days prior to the drawing from the bank the second year.
- 7) No request for withdrawal will be granted unless sufficient days, twenty (20) per request, are available in the Sick Leave Bank at the time of the request.
- 8) Sick Leave Bank days are applicable only to the illness of the Sick Bank member.
- 9) Granting of Sick Leave Bank days shall not be denied if the criteria in this article are met.
- 10) If certified staff draw from the sick leave bank, the certified staff shall donate one (1) day at the beginning of the following school year.

7.4 Bereavement Leave

In addition to sick leave, bereavement leave for death in the immediate family will be granted with pay to all full-time certified staff. Immediate family or household shall be defined as stated in the School Code. It includes parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, sisters-in-law, brothers-in-law, legal guardian, and parties to civil unions under the School Code. This bereavement leave is limited to three (3) days per occurrence.

7.5 Sabbatical Leave

A sabbatical leave, as defined in the Illinois School Code, Section 24-6.1, may be granted for one (1) year to one percent (1%) of the certified staff.

Certified staff must have completed at least six (6) continuous years of active teaching service in Cary Elementary District 26 to qualify.

The recipient of a sabbatical leave must agree, by written contract, to return to the District 26 School System and render at least one (1) full year of service following the completion of the sabbatical leave or to repay the sabbatical leave salary award as stated in the contract. The contract shall be secured by judgment note.

The application for a sabbatical leave must be filed, in writing, with the Superintendent prior to March 1, of the year immediately preceding the beginning of the school year during which the sabbatical leave will be taken.

The recipient will receive the negotiated salary increment during the period of the sabbatical leave.

Selection of the grantee will be based on the following criteria:

- A. Years of service
- B. Date of application
- C. Applicant's plan for travel, study, etc.

7.6 Long-Term Parental Leave of Absence

Upon request, a tenured certified staff member who is a parent to a newborn, newly adopted child, or a family member needing care under special medical or emergency circumstances shall be granted a long-term parental leave of absence without pay subject to the following:

- A. The certified staff shall advise the Superintendent of the fact of pregnancy at least ninety (90) days prior to delivery and shall provide a written statement from her obstetrician indicating expected date of delivery and his/her opinion that the certified staff member may safely continue in her employment, including the performance of all duties. If the Superintendent is at any time concerned, he/she may request the certified staff member to furnish a subsequent statement from a qualified doctor of medicine with respect to her well being and ability to perform her duties.
- B. Application for such leave shall be made in writing to the Superintendent at least ninety (90) calendar days prior to the anticipated birth of the child.
- C. The certified staff, upon the advice of her physician, and the Superintendent shall agree upon a plan for the commencement and possible termination of such parental leave, taking into consideration the particular physical and time factors that pertain. The primary considerations shall be the continuing of instruction for the students and physical well being of the certified staff. In no event shall the leave exceed the balance of the one-half year ninety (90) days in which it is commenced and one additional one half year (90 days). Every attempt shall be made by the administration, the certified staff, and the certified staff's doctor, to have the leave end at the end of a natural student break such as winter or spring break or trimester. Any deviation from such plan as originally agreed upon, will be considered on an individual basis.
- D. Certified staff who choose to begin an unpaid parental leave prior to becoming physically disabled are not eligible for sick leave during the period of leave.

A certified staff member who works until she is physically disabled, prior to

the start of parental leave, shall be eligible for sick leave at that time.

An unpaid parental leave of absence for a certified staff member, if requested under this section, shall commence at such time as she would have been physically able to return to work, unless otherwise agreed to by the certified staff member and the Superintendent. The certified staff member shall submit a doctor's statement to the Superintendent showing the date on which she was able to return to work.

Any accumulated sick leave available at the time of the commencement of the leave shall be available upon the termination of such leave and return to employment in the district.

- E. The period of leave shall be without salary.
- F. The Board will grant parental leave to a tenured certified staff member when a child is adopted and is physically turned over to the parent. However, no leave will be granted between the start of school and January unless the staff member has properly notified the Superintendent before the starting day of school of the filing for adoption.
- G. In all cases, said certified staff shall notify the Superintendent in writing of his/her intention to return to his/her professional duties. Notification indicating intent to return to work shall be no later than March 1st for return at the beginning of the school year, or October 1st for return at the beginning of the second half of the school year, ninety (90) days.
- H. Certified Staff returning from parental leave shall submit evidence from a qualified physician that she is medically able to perform all of her duties.
- I. The certified staff member returning from parental leave shall be reinstated to his/ her former position, or a position for which he/she is certified, and shall suffer no reduction in salary or status by virtue of the leave. Salary schedule advancement shall adhere to Section 10.7 of the Agreement.

Nothing in this Section 7.6 requires a tenured teacher to take a long-term unpaid parental leave of absence. Both tenured teachers and eligible non-tenured certified staff may use leave under the Family and Medical Leave Act, and available sick leave when applicable for birth, adoption, and child-rearing purposes.

7.7 Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the District for the cost of the substitute(s). The number

of days to be used for this purpose shall not exceed a maximum aggregate of twenty-one (21) days. The number of staff members to be excused for this purpose on a given day shall not exceed five (5). Five (5) days notice shall be given to the building principal and the Superintendent prior to taking such leave.

7.8 Other Leaves of Absence

Leaves of absence may be granted without pay to tenured certified staff who desire to return to employment in a similar capacity upon termination of said leave. Such leaves are subject to the general conditions for all unpaid leaves set forth in Section 7.9 below.

A. Leave to Teach

A leave of absence of up to two (2) years without pay may be granted to any certified staff member on tenure for participation in Peace Corps, Teacher Corps, or Job Corps as a full-time participant to gain training experience in the teaching methods of any other country whose schools are recognized by the Board as valuable sources of information and aid. To qualify for such leave, the certified staff member shall state his/her intention to return to the District.

B. Advance Study

Upon application, a leave of absence without pay for the purpose of advanced study may be granted to any certified staff on tenure who does not qualify for or elect to take a sabbatical leave. Certified staff must state his/her intention to return to the school system at least ninety (90) days prior to the end of School District 26 term of the second year. Upon return from such leave, certified staff shall be placed in the appropriate degree plus approved hours category. It is understood the Administration will not be required to establish new categories.

C. Public Office

A leave of absence may be granted to any certified staff member on, tenure, upon application, for the purpose of serving in a public office. Return from such leave shall be subject to the availability of a position and need of the District.

D. Military Leaves and Leaves for Relatives of Members of the Military

The parties recognize that staff who are called to military service or who have family members in the military service may be entitled by law to a leave of absence. The Board of Education agrees to comply with all federal, state and local laws and regulations regarding military and leaves for relatives of members of the military services including, but not limited to the Uniform Services Employment and Reemployment Rights Act of

1994 (USERRA), the Family and Medical Leave Act (Military Family and Caregiver leave entitlements), and the Illinois Family Military Leave Act. Staff requesting leaves related to their military service or to the military service of family members should contact the Human Resources office which will review the request and the availability of any leave under law with the staff member.

E. Professional Development

Certified staff may use one (1) work day each school year to attend a workshop or conference which has been pre-approved by the principal or designee (or other appropriate administrator). The workshop or conference must relate to the teacher's current assignment or otherwise align with the criteria developed and maintained by the Professional Growth Committee. In his or her discretion a principal may approve a request by staff to attend a workshop longer than one day. Any day or days taken to attend a workshop or conference which have been approved by a principal will not count against a teacher's personal leave allotment. The decision to approve or reject the request by the principal is final and non-grievable. At the written request of the teacher made within ten (10) work days of the denial, a meeting will be held with the administrator who denied the request to discuss the reasons for the denial.

7.9 General Provisions for All Leaves

- A. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of instruction for students.
- B. Written requests for leaves of absence without pay that do not have advance notification requirements specifically identified in this contract should be made at least three (3) months before the leave is desired, subject to approval by the Board. Requests for leave without pay for the purpose of meeting the provisions of 7.3.E.3 are exempt from the three (3) months' notice requirement.
- C. Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request to the Board.
- D. Certified staff on approved leaves shall retain seniority. Seniority will be based on the number of days worked.
- E. Availability of Insurance
 - 1) For those certified staff members who take approved leave during a year, retire, resign, are terminated, or "take days without pay" the following formula will be used to determine the Board of Education's

insurance premium liability:

$$\frac{\text{Number of days worked}^*}{\text{Number of contracted days}} = \% \text{ of Board's obligated insurance cost}$$

- 2) Those certified staff who are terminated, resign, or retire effective prior to the end of the school year at their request, will be allowed to continue insurance coverage in the District Plan, at their expense, and with the carrier's consent, for a time not to exceed two (2) months. Premiums must be in the District Office five (5) days prior to the month coverage is requested.
- 3) For those certified staff who qualify as disabled by a doctor's statement indicating their inability to perform their work-related duties, the following formula will be used to determine the Board's insurance premium liability:

$$\frac{\text{Number of days worked}^*}{\text{Number of contracted days}} = \% \text{ of Board's obligated insurance cost}$$

- 4) Disabled certified staff will be eligible to participate in the District's insurance plan at their request and at their expense, and with the carrier's consent, for a period not to exceed twelve (12) months after the date of disability. Premiums must be received in the District Office five (5) days prior to each month in which coverage is requested.

*Includes all days worked, on sick leave, personal leave, bereavement leave, and approved paid leave days.

- F. Certified staff returning from approved leave will be placed on the salary table, for the year of return, in the cell which reflects their degree and advanced hours and actual experience credit with District 26.
- G. Certified staff on leave who do not intend to return to regular, full-time employment on the date originally determined shall so notify the Superintendent at least ninety (90) days prior to the anticipated date of return. Such notification shall be in writing. The Board has the option of extending said leave or requesting the certified staff's resignation, or terminating the employee in the event the employee fails to resign within thirty (30) days of the Board's written notification, by certified mail, to the certified staff's last address of record.
- H. Parental leaves of absence and other leaves of absence, as set forth in Sections 7.6 and 7.7 above, are not available to probationary certified staff members. Probationary certified staff may take the available and accrued paid leaves set forth in previous sections and second year probationary certified staff may take Family and Medical Leave upon qualification

pursuant to the Family and Medical Leave Act.

ARTICLE VIII

WORK DAY

8.05 Summer Professional Development

The district shall strive to schedule curriculum-related professional development training during the school year. Such training includes, but is not limited to, curriculum, software, and assessment training. Attendance at curriculum-related professional development training over the summer will be compensated at \$62.50 per half day and \$125.00 per full day.

District-approved curriculum writing work to prepare and create district instructional programming and materials which occurs during the summer break will be paid at the extra duty rate.

8.1 Length of Day

The length of the school day for certified staff shall be established as seven (7) hours and fifteen (15) minutes. Certified staff shall report to work no later than thirty (30) minutes before the start of the students' official school day. Certified staff may use professional discretion in departing time at the end of the day once all professional obligations as assigned by the Administration are completed.

- A. Certified staff splitting time between schools with different start/stop times will be paid for the additional time required beyond the official school day at the extra-duty rate.

8.2 Professional Obligations

All reasonable attempts will be made to schedule professional obligations during the certified staff work day, e.g., staff meetings, IEP meetings, 504 meetings (voluntary activities outside of the work day such as webinars, book studies and committee work will not be considered professional obligations). When such obligations are anticipated to occur within the certified staff planning time, prior notice to the affected certified staff members shall be provided.

In the event that such obligations cannot be scheduled during the certified staff work day or go longer than certified staff work day, staff will make every reasonable effort to remain for the entire obligation. If a certified staff member is unable to remain at the obligation beyond the work day due to personal business, the staff member will inform the administrator prior to the obligation and will not be negatively impacted by leaving early.

8.2.1 Mandated Training

Time will be provided to certified staff during early release days to complete mandated State or District training.

8.3 Lunch Period

Certified staff's lunch period shall be thirty (30) minutes duty-free or the same length as the student's lunch period, whichever is greater.

8.4 Planning Time

Full-time certified staff will be provided with at least 285 minutes of planning time per week, to include time before, after, or during the student instructional day, for planning and collaboration. The administration will attempt to schedule certified staff in such a way as to provide at least one thirty (30) minute planning period per day. The failure to schedule at least one thirty (30) minute planning period daily is non-grievable.

8.5 Internal Substitution

In the event of an emergency that requires a certified staff member to leave early or arrive late, certified staff are permitted to internally substitute for each other with the following conditions:

- A. Certified staff without instructional duties will be considered first to fulfill an internal substitution assignment.
- B. Certified staff who accepts an internal substitution assignment shall receive compensation at the current extra-duty pay rate. Compensation will also occur if a certified staff doubles up on a class (teaching two classes at the same time).
- C. The Principal must approve emergency and internal substitution arrangements.

8.6 Traveling Certified Staff

The Board shall reimburse those certified staff whose assignment requires travel between buildings in performing their daily duties.

All actual and necessary travel expenses for such certified staff will be reimbursed at the rate equivalent to current Internal Revenue Service (IRS) deduction allowance per mile. Reimbursement shall be made monthly per the District's established mileage chart at Appendix B.

ARTICLE IX

CERTIFIED STAFF EVALUATION

9.1 Review of Evaluation

At the beginning of the school term, the building principal will review with the certified staff under his/her supervision, the certified staff evaluation procedures, standards and instruments.

9.2 Probationary Certified Staff Member

Staff and administration will strive to adhere to the procedures set forth in the handbook developed by the Evaluation Committee (PERA).

9.3 Audio/Video Taping

No certified staff or certified staff's class shall be audio or video taped without the written consent of the certified staff member.

9.4 Personnel File

If any material is to be placed in a certified staff member's personnel file, the staff member shall be provided with a copy of the material and given the opportunity for rebuttal. At the request of the certified staff, all materials in the personnel file shall be reviewed at the close of each school year and material mutually deemed to be no longer pertinent shall be purged.

9.5 Grievance

Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in 9.1 through 9.4.

9.6 Evaluation Committee

District Evaluation Committee will be composed of four (4) administrators and four (4) Association appointed certified staff members to study and review the certified staff evaluation plan that meets the new requirements of the Illinois School Code. Any recommended changes will be presented to the Board and CEA membership for approval.

The committee will meet twice every school year, with the first meeting being held prior to November 1st.

ARTICLE X

CREDIT FOR EXPERIENCE ON SALARY SCHEDULE

10.1 Maximum Credit

Credit to a maximum of twelve (12) years experience may be granted to new hires based on full-time accredited public school teaching experience.

School Psychologists, School Social Workers, and Speech Language Pathologists (Specialized Masters/Ed.S.) will be placed at the Master's+30 lane and at the appropriate step. Any School Psychologists, Speech Language Pathologists, or Social Workers hired prior to the date of this contract shall also be placed at the Master's +30 lane and appropriate step.

10.2 Military Credit

Half credit for experience may be given for military service to a maximum of two (2) years credit for four (4) years of duty and any other condition required by law.

10.3 Partial Credit

Certified staff whose employment with School District 26 begins during a school term shall be given one-half year's credit for experience upon the salary schedule (Appendixes A, B, and C) if the period of employment is for ninety (90) days or more. No credit for experience shall be given for less than one-half year's experience with District 26. Portions of less than one (1) year's experience from other districts will not be considered for salary schedule (Appendixes A, B, and C) placement in District 26.

10.4 Half-year Credit

Treatment of persons with one-half (1/2) year of salary credit will be as follows: if an employee has 16.5 years of credit, add steps 16 and 17 and divide by two (2) to obtain the salary.

10.5 Half-time Staff

Treatment of half-time (.5) certified staff will be as follows: placement on the appropriate step and divide by two (2) will equal the salary.

10.6 Employment Under One Year

If a certified staff member works or is contracted for less than one (1) full year, salary calculation will be as follows: salary of appropriate step divided by the contract length times days worked will equal the salary.

10.7 Leave of Absence Placement

A certified staff member contracted to work for less than a full school year and employees who work less than a full school year due to a Board approved parental leave pursuant to Article 7.6 or other leave pursuant to Article 7.8 shall be placed on the salary schedule for the next school year according to the following schedule. Any days utilized under the *Family and Medical Leave Act* shall not be considered as days absent for the purpose of this Article.

- a. One (1) to seventy-nine (79) days worked - no step movement on the salary schedule
- b. Eighty (80) to one hundred fifty-five days (155) days worked - one-half step movement on the salary schedule
- c. One hundred fifty-six (156) or more days worked - full step movement on the salary schedule

ARTICLE XI

GUIDELINES FOR COURSE APPROVAL LANE MOVEMENT

11.1 Criteria

The following criteria will be used to determine if a course will qualify approval.

All coursework must receive prior approval of the Superintendent or Designee following criteria developed and maintained by the Professional Growth Committee (PGC). The committee will consist of two (2) certified staff members, two (2) administrators, and one (1) Board member. If coursework request is not approved, a written explanation must be provided. Any certified staff member may appeal the decision to the Professional Growth Committee. The final decision is non-grievable. The Professional Growth Committee will meet to review the certified staff's appeal within ten (10) days of this request.

11.2 Lane Movement

Lane movement for coursework shall be made annually at the beginning of the contract year upon the staff member providing the administration with the official transcript indicating satisfactory completion of classes (a letter grade of an 'A' or 'B' is considered satisfactory performance) on or before September 15. If the certified staff member is unable to provide an official transcript by this date, a letter requesting an extension of time shall be submitted.

ARTICLE XII

RETIREMENT

12.1 Retirement Eligibility and Benefits

A. Eligibility

1. The teacher must have worked in the District as a full-time teacher for 15 or more continuous years;
2. The teacher must be eligible to retire immediately into the Illinois Teacher Retirement System and, in fact, immediately retire into the Illinois Retirement System after leaving the employ of the District; and
3. The teacher must submit written irrevocable notice of intent to retire by May 1st of the school year immediately preceding the school year of the teacher's retirement.

B. Benefits

1. Post-Retirement Lump Sum Benefit.

Eligible retirees will receive a one-time \$3,000 payment to be used by the teacher to help defray the costs of insurance while in retirement. This payment will become due and payable by the District thirty (30) days after the teacher resigns and retires.

2. 3% End-of-Career Benefit.

Eligible retirees may receive either one (1) or two (2) consecutive years of 3% compensation increases over their previous year's base salary (and no other pay increases) in their final two (2) years of employment by giving written notice of their intent to retire to the Board by May 1st of the school year immediately preceding the school year in which the 3% increases are to begin.

C. Other Conditions

1. The Board, in its discretion may allow a teacher to revoke a letter of intent to retire four months or more prior to the effective date of his or her retirement in case of a death or total disability of a member of the teacher's immediate family.
2. If legislation is passed that imposes additional TRS employer contributions or penalties, any payments or retirement incentives

which would create an additional employer TRS contribution or penalty will be reduced or eliminated to the extent necessary to eliminate the additional contribution or penalty.

ARTICLE XIII
COMPENSATION AND FRINGE BENEFITS

13.1 Salary Table

The salary tables for the purpose of compensating certified staff shall be set forth in Appendix A for 2018-2019 through 2021-2022, which shall be made a portion of this Agreement.

Teachers receiving end-of-career increases (3% increases) will not receive any other increases. Their pay increases will be limited to the 3% increases.

13.2 Tax Shelter for TRS Contributions

A. Each certified staff member's annual gross salary shall be determined according to the authority granted by the *Pension Reform Act of 1974* and set forth in Section 415 (b) (2) of the *Internal Revenue Code*. From each certified staff's annual gross salary the Board agrees to pay to TRS, on behalf of each certified staff member the following contributions for the 2018-2019 through 2021-2022 contract years:

For all certified staff, four and one-half percent (4.5%) of the salary stated would be a tax-sheltered contribution made to TRS. In addition, the Board of Education will pay .047120% annual contribution of the salary stated to TRS on each certified staff member's behalf.

B. If the tax sheltering practice described above is subsequently determined to be improper by the IRS, the Association agrees that any penalty or income tax assessed by the IRS shall be paid by the individual certified staff member and not by the Board.

13.3 Health Insurance

A. The Board will pay seventy percent (70%) of a fulltime certified staff's single insurance premium for the 2018-2019 through 2021-2022 school years.

The benefit package in 2018-2019 through 2021-2022 will be the same for all four (4) years. Any changes to the benefits package will require approval by the Board and the CEA.

During the 2018-2019 through 2021-2022 school years, the Board shall pay twenty percent (20%) for years 0-5, thirty percent (30%) for years 6-11, and forty percent (40%) for years 12-18 of the annual family medical coverage premium on behalf of the family coverage participants on the salary schedule. The Board shall pay fifty (50%) percent for participants off the schedule. The Board will not enter into any special arrangements or

refunds to participants electing not to participate in the provided insurance coverage. Years of experience will correspond to (1) years of experience credited to the certified staff member on the salary schedule, or (2) actual years of service as a certified staff member with District 26, whichever amount is greater. The Board shall provide payroll deduction for those certified staff members who desire family coverage. In the event both spouses are employed by the District, the Board will contribute an amount equal to the single coverage toward the family premium. These contribution percentages apply to the differences between full single and any insurance above full single such as single plus one, single plus two, or family coverage.

- B. Premium costs in excess of the amount the Board has agreed to pay, in future years, will be paid by the employee through payroll deduction to maintain an annual cost per full-time employee.
- C. The insurance benefit package provided by the Board will include:
1. Term Life Insurance and Accidental Death and Dismemberment (AD&D) coverage at a level of \$50,000. Additional Term Life insurance coverage shall be made available to certified staff members on an optional basis through payroll deduction.
 2. Long Term Disability Insurance policy to provide the lesser of sixty-six and two-thirds (66 & 2/3 %) of basic monthly earning; or seventy (70%) of basic monthly earnings, all source coordination; or the maximum minimum monthly benefit of \$5,000.
 3. Medical coverage per Appendix E (summary).
 4. Section 125 Flexible Benefit Plan with the set-up fee paid by the Board and the monthly fee paid by the participating certified staff member, will be provided as an option to staff members.
 5. Dental Insurance Coverage - The Board shall pay seventy percent (70%) single dental insurance for each full-time certified staff. The Board shall pay the following portions of family dental insurance. The Board shall provide payroll deductions for those certified staff who desire family coverage.
 - Twenty percent (20%) for years 0-5
 - Thirty percent (30%) for years 6-11
 - Forty percent (40%) for years 12-18
 - Fifty percent (50%) for those individuals off the schedule

These contribution percentages apply to the differences between full single and any insurance above full single such as single plus one, single plus two, or family coverage.

- D. With the approval of the insurance companies, part-time staff members working a minimum of twenty (20) hours per week, will be given the opportunity to participate in the insurance benefits full-time staff members receive, with the Board paying a pro-rated share of the premium based on the percent of time worked. The balance of the premium will be paid by the certified staff through payroll deduction. No option will be given to certified staff to make a selection of insurance coverages.

- E. A joint committee consisting of three (3) members appointed by the Association and three (3) members of the Board/Administration shall, be established to monitor the group health plan. The Insurance Committee will be responsible for evaluating and making recommendations regarding any changes to the benefits package to be presented to the Board and the CEA for approval.

ARTICLE XIV

DURATION AND RELATED TECHNICAL CLAUSES

14.1. Duration of Agreement

This Agreement shall become effective on the first day of the 2018-2019 school year and shall continue in effect until the day prior to the 2022-2023 school year.

14.1.2 The Professional Development Committee

A Professional Development Committee, comprised of certified staff members and administrators, will jointly plan all half-day and full-day in-service/institute days for content and structure as outlined in the School Code of Illinois. The PDC, as a joint committee, will also make recommendations in writing to the Superintendent regarding the content and structure of half-day and full-day in-service and institute days

14.2 Annual Contract Length

For the purposes of providing professional development, the contract length shall be one hundred eighty-one (181) days. Two (2) of these days will be used for certified staff in-service based on the recommendations of the Professional Development Committee (PDC).

14.3 No-Strike

Certified staff represented by the Association agree, during the life of this contract, not to strike.

14.4 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between 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. The Board, however, shall not take any action which shall violate any of the specific provisions of this Agreement.

14.5 Recognition of This Agreement

This Agreement supersedes and nullifies all previous written and verbal negotiation Agreements between the Board and the Association.

14.6 Severability

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

14.7 Individual Contracts

Terms and conditions of this Agreement shall be stipulated in individual contracts or employment agreements.

This Agreement is signed this 16 day of April, 2019 in witness thereof:

CARY COMMUNITY CONSOLIDATED SCHOOL DISTRICT 26, CARY, ILLINOIS

**FOR THE CARY EDUCATION
ASSOCIATION**

Lou Charbonneau
Co-President
Cary Education Association

Annette Bog
Co-President
Cary Education Association

KD Thomas
Secretary
Cary Education Association

FOR THE BOARD OF EDUCATION

Scott Coffey
President
Board of Education

Julie Jeltz
Secretary
Board of Education

APPENDIX A

2018- 2019 Table of Certified Staff Members' Salary for District 26
(without Board paid contribution toward Teachers' TRS)

New Contract for School Year 2018-2019										
	2.00% Base only		4.00% Steps 1-7		3.50% Steps 8-17		2.90% Steps +18			
	BA	BA+10	BA+20	BA+32	MA	MA+10	MA+20	MA+30	MA+45	ED
0	36,343	37,397	38,481	39,597	40,745	41,927	43,143	44,394	45,681	47,006
1	37,055	38,130	39,236	40,373	41,544	42,749	43,989	45,264	46,577	47,928
2	37,982	39,083	40,216	41,383	42,583	43,818	45,088	46,396	47,741	49,126
3	39,121	40,256	41,423	42,624	43,860	45,132	46,441	47,788	49,174	50,600
4	39,708	40,859	42,044	43,264	44,518	45,809	47,138	48,505	49,911	51,359
5	40,383	41,554	42,759	43,999	45,275	46,588	47,939	49,329	50,760	52,232
6	41,675	42,884	44,127	45,407	46,724	48,079	49,473	50,908	52,384	53,903
7	43,009	44,256	45,539	46,860	48,219	49,617	51,056	52,537	54,060	55,628
8	44,172	45,453	46,771	48,127	49,523	50,959	52,437	53,957	55,522	57,132
9	45,585	46,907	48,267	49,667	51,107	52,590	54,115	55,684	57,299	58,961
10	47,044	48,408	49,812	51,256	52,743	54,272	55,846	57,466	59,132	60,847
11	48,549	49,957	51,406	52,897	54,431	56,009	57,633	59,305	61,025	62,794
12	50,103	51,556	53,051	54,589	56,172	57,801	59,478	61,203	62,977	64,804
13	51,706	53,206	54,749	56,336	57,970	59,651	61,381	63,161	64,993	66,878
14	53,361	54,908	56,500	58,139	59,825	61,560	63,345	65,182	67,073	69,018
15	55,068	56,665	58,309	59,999	61,739	63,530	65,372	67,268	69,219	71,226
16	56,830	58,479	60,174	61,919	63,715	65,563	67,464	69,421	71,434	73,505
17	58,649	60,350	62,100	63,901	65,754	67,661	69,623	71,642	73,720	75,858
18	60,175	61,920	63,716	65,563	67,465	69,421	71,434	73,506	75,638	77,831
19	62,100	63,901	65,755	67,661	69,624	71,643	73,720	75,858	78,058	80,322

The certified staff members' salary schedule for the 2018-2019 school year reflects a 2.0% salary increase to the base cell, a 4.0% salary increase in steps 1-7, a 3.5% salary increase in steps 8-17, and a 2.9% salary increase in steps 18 and beyond. Teachers will be given these increases by moving from the step and lane on the previous year's salary schedule to the step and lane of the current year's salary schedule.

**2019-2020 Table of Certified Staff Members' Salary for District 26
(without Board paid contribution toward Teachers' TRS)**

Salary Schedule for 2019-2020										
	2.00% Base only		3.75% Steps 1-7		3.20% Steps 8-17		2.80% Steps +18			
	BA	BA+10	BA+20	BA+32	MA	MA+10	MA+20	MA+30	MA+45	ED
0	37,069	38,144	39,251	40,389	41,560	42,765	44,006	45,282	46,595	47,946
1	37,705	38,799	39,924	41,082	42,273	43,499	44,761	46,059	47,394	48,769
2	38,445	39,560	40,707	41,887	43,102	44,352	45,638	46,962	48,324	49,725
3	39,406	40,549	41,725	42,935	44,180	45,461	46,779	48,136	49,532	50,968
4	40,588	41,765	42,976	44,223	45,505	46,825	48,183	49,580	51,018	52,497
5	41,197	42,392	43,621	44,886	46,188	47,527	48,905	50,324	51,783	53,285
6	41,897	43,112	44,363	45,649	46,973	48,335	49,737	51,179	52,663	54,191
7	43,238	44,492	45,782	47,110	48,476	49,882	51,328	52,817	54,349	55,925
8	44,385	45,672	46,997	48,360	49,762	51,205	52,690	54,218	55,790	57,408
9	45,585	46,907	48,267	49,667	51,107	52,590	54,115	55,684	57,299	58,961
10	47,044	48,408	49,812	51,256	52,743	54,272	55,846	57,466	59,132	60,847
11	48,549	49,957	51,406	52,897	54,431	56,009	57,633	59,305	61,025	62,794
12	50,103	51,556	53,051	54,589	56,172	57,801	59,478	61,203	62,977	64,804
13	51,706	53,206	54,749	56,336	57,970	59,651	61,381	63,161	64,993	66,878
14	53,361	54,908	56,500	58,139	59,825	61,560	63,345	65,182	67,073	69,018
15	55,068	56,665	58,309	59,999	61,739	63,530	65,372	67,268	69,219	71,226
16	56,830	58,479	60,174	61,919	63,715	65,563	67,464	69,421	71,434	73,505
17	58,649	60,350	62,100	63,901	65,754	67,661	69,623	71,642	73,720	75,858
18	60,291	62,040	63,839	65,690	67,595	69,555	71,572	73,648	75,784	77,982
19	61,860	63,654	65,500	67,399	69,354	71,365	73,435	75,564	77,756	80,010

The certified staff members' salary schedule for the 2019-2020 school year reflects a 2.0% salary increase to the base cell, a 3.75% salary increase in steps 1-7, a 3.2% salary increase in steps 8-17, and a 2.8% salary increase in steps 18 and beyond. Teachers will be given these increases by moving from the step and lane on the previous year's salary schedule to the step and lane of the current year's salary schedule.

2020-2021 Table of Certified Staff Members' Salary for District 26
(without Board paid contribution toward Teachers' TRS)

Salary Schedule for 2020-2021										
	2.00%	Base only	3.50%	Steps 1-7	2.80%	Steps 8-17	2.70%	Steps +18		
	BA	BA+10	BA+20	BA+32	MA	MA+10	MA+20	MA+30	MA+45	ED
0	37,811	38,907	40,036	41,197	42,391	43,621	44,886	46,187	47,527	48,905
1	38,367	39,480	40,624	41,803	43,015	44,262	45,546	46,867	48,226	49,624
2	39,025	40,157	41,321	42,520	43,753	45,022	46,327	47,671	49,053	50,476
3	39,790	40,944	42,132	43,353	44,611	45,904	47,236	48,605	50,015	51,465
4	40,785	41,968	43,185	44,437	45,726	47,052	48,417	49,821	51,265	52,752
5	42,009	43,227	44,480	45,770	47,098	48,464	49,869	51,315	52,803	54,335
6	42,639	43,875	45,148	46,457	47,804	49,191	50,617	52,085	53,595	55,150
7	43,364	44,621	45,915	47,247	48,617	50,027	51,478	52,970	54,507	56,087
8	44,449	45,738	47,064	48,429	49,833	51,278	52,766	54,296	55,870	57,491
9	45,628	46,951	48,313	49,714	51,155	52,639	54,165	55,736	57,353	59,016
10	46,861	48,220	49,619	51,058	52,538	54,062	55,630	57,243	58,903	60,611
11	48,361	49,764	51,207	52,692	54,220	55,792	57,410	59,075	60,788	62,551
12	49,909	51,356	52,845	54,378	55,955	57,577	59,247	60,965	62,733	64,553
13	51,506	52,999	54,536	56,118	57,745	59,420	61,143	62,916	64,741	66,618
14	53,154	54,695	56,282	57,914	59,593	61,321	63,100	64,930	66,813	68,750
15	54,855	56,446	58,083	59,767	61,500	63,284	65,119	67,007	68,951	70,950
16	56,610	58,252	59,941	61,679	63,468	65,309	67,203	69,152	71,157	73,221
17	58,422	60,116	61,859	63,653	65,499	67,399	69,353	71,364	73,434	75,564
18	60,233	61,979	63,777	65,626	67,529	69,488	71,503	73,576	75,710	77,906
19	61,919	63,715	65,562	67,464	69,420	71,433	73,505	75,637	77,830	80,087

The certified staff members' salary schedule for the 2020-2021 school year reflects a 2.0% salary increase to the base cell, a 3.5% salary increase in steps 1-7, a 2.8% salary increase in steps 8-17, and a 2.7% salary increase in steps 18 and beyond. Teachers will be given these increases by moving from the step and lane on the previous year's salary schedule to the step and lane of the current year's salary schedule.

2021-2022 Table of Certified Staff Members' Salary for District 26
(without Board paid contribution toward Teachers' TRS)

Salary Schedule 2021-2022										
	2.00% Base only		4.00% Steps 1-7		3.50% Steps 8-17		2.90% Steps +18			
	BA	BA+10	BA+20	BA+32	MA	MA+10	MA+20	MA+30	MA+45	ED
0	38,567	39,686	40,836	42,021	43,239	44,493	45,783	47,111	48,477	49,883
1	39,323	40,464	41,637	42,845	44,087	45,366	46,681	48,035	49,428	50,861
2	39,902	41,059	42,249	43,475	44,735	46,033	47,368	48,741	50,155	51,609
3	40,586	41,763	42,974	44,221	45,503	46,823	48,180	49,578	51,015	52,495
4	41,382	42,582	43,817	45,088	46,395	47,741	49,125	50,550	52,016	53,524
5	42,416	43,647	44,912	46,215	47,555	48,934	50,353	51,813	53,316	54,862
6	43,689	44,956	46,260	47,601	48,982	50,402	51,864	53,368	54,916	56,508
7	44,344	45,630	46,954	48,315	49,716	51,158	52,642	54,168	55,739	57,356
8	44,881	46,183	47,522	48,900	50,318	51,778	53,279	54,824	56,414	58,050
9	46,004	47,338	48,711	50,124	51,577	53,073	54,612	56,196	57,826	59,503
10	47,225	48,594	50,004	51,454	52,946	54,481	56,061	57,687	59,360	61,081
11	48,502	49,908	51,356	52,845	54,377	55,954	57,577	59,247	60,965	62,733
12	50,054	51,505	52,999	54,536	56,117	57,745	59,419	61,143	62,916	64,740
13	51,655	53,153	54,695	56,281	57,913	59,593	61,321	63,099	64,929	66,812
14	53,308	54,854	56,445	58,082	59,766	61,500	63,283	65,118	67,007	68,950
15	55,014	56,610	58,251	59,941	61,679	63,468	65,308	67,202	69,151	71,156
16	56,775	58,421	60,115	61,859	63,653	65,499	67,398	69,353	71,364	73,433
17	58,592	60,291	62,039	63,838	65,690	67,595	69,555	71,572	73,647	75,783
18	60,116	61,859	63,653	65,499	67,399	69,353	71,364	73,434	75,564	77,755
19	61,979	63,777	65,626	67,529	69,488	71,503	73,576	75,710	77,906	80,165

The certified staff members' salary schedule for the 2021-2022 school year reflects a 2.0% salary increase to the base cell, a 4.0% salary increase in steps 1-7, a 3.5% salary increase in steps 8-17, and a 2.9% salary increase in steps 18 and beyond. Teachers will be given these increases by moving from the step and lane on the previous year's salary schedule to the step and lane of the current year's salary schedule.

APPENDIX B

MILEAGE RATES FROM BUILDING TO BUILDING FOR CARY SCHOOL DISTRICT 26 – SEPTEMBER 2018

SCHOOL	ADDRESS
Briargate	100 South Wulff Street
Cary Junior High	2109 Crystal Lake Road
Deer Path	2211 Crystal Lake Road
Oak Knoll	409 North First Street
Three Oaks	1514 Three Oaks Road

School	Destination	One Way	Round Trip
Briargate	Cary Junior High	3.2	6.4
Briargate	Deer Path	2.8	5.6
Briargate	Oak Knoll	1.2	2.4
Briargate	Three Oaks	2.1	4.2
Cary Junior High	Briargate	3.2	6.4
Cary Junior High	Deer Path	0.4	0.8
Cary Junior High	Oak Knoll	2.8	5.6
Cary Junior High	Three Oaks	2.4	4.8
Deer Path	Briargate	2.8	5.6
Deer Path	Cary Junior High	0.4	0.8
Deer Path	Oak Knoll	2.4	4.8
Deer Path	Three Oaks	2.3	4.6
Oak Knoll	Briargate	1.2	2.4
Oak Knoll	Cary Junior High	2.8	5.6
Oak Knoll	Deer Path	2.4	4.8
Oak Knoll	Three Oaks	0.9	1.8
Three Oaks	Briargate	2.1	4.2
Three Oaks	Cary Junior High	2.4	4.8
Three Oaks	Deer Path	2.3	4.6
Three Oaks	Oak Knoll	0.9	1.8
Briargate	Saints Peter & Paul	1.4	2.80
Cary Junior High	Saints Peter & Paul	2.4	4.80
Deer Path	Saints Peter & Paul	2.7	5.40
Oak Knoll	Saints Peter & Paul	289 Ft.	578 Ft
Three Oaks	Saints Peter & Paul	0.8	1.60

MEMORANDUM OF UNDERSTANDING

DAILY TEACHER SCHEDULE 2014-2015

ECE/Blended Preschool

Teacher Day	8:15 AM – 3:30 PM
Student Day AM	8:40 AM – 11:30 AM
Student Day PM	12:30 PM - 3:20 PM

Kindergarten

Teacher Day	8:15 AM – 3:30 PM
Student Day AM	8:45 AM – 11:35 PM
Student Day PM	12:40 PM – 3:30 PM
ALL Day	8:45 AM – 3:30 PM

1st – 5th Grade

Teacher Day	8:15 AM – 3:30 PM
Student Day	8:45 AM – 3:30 PM

6th – 8th Grade

Teacher Day	7:25 AM – 2:40 PM
Student Day	7:55 AM – 2:40 PM

Teacher Work Day = 7 hours, 15 minutes

Student Day = 6 hours, 45 minutes