

AGREEMENT BETWEEN

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT #2
CRAWFORD COUNTY
ROBINSON, ILLINOIS**

AND

THE COMMUNITY UNIT #2 EDUCATION ASSOCIATION

AUGUST 1, 2021 – JULY 31, 2024

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ARTICLE I

Recognition

1.1 The Board of Education of School District #2, Crawford County, Robinson, Illinois, hereinafter referred to as the "Board," recognizes Community Unit Two Education Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time certificated teaching personnel, hereinafter referred to as "employees," except for the Superintendent, other central office administrators or supervisors who devote more than fifty (50) percent of their time to supervisory duties involving recommendations or evaluations on staff, principals, assistant principals, reading consultant, aides, dean of students, and curriculum coordinator. The School-Based Mental Health Therapist is not considered certificated staff and shall not be included in the bargaining unit.

Part-time teachers employed on a yearly contractual basis shall be included in the bargaining unit but their benefits shall be prorated consistent with their fractional employment status. Individual employee insurance benefits shall be provided only to those teachers employed on a fifty (50) percent or more basis prior to June 1, 2000. Employee insurance shall be prorated consistent with their fractional employment status for all part time employees hired after June 1, 2000.

1.2 The Board agrees not to negotiate or to consult with any other employee's organization with regard to items contained in this Agreement.

ARTICLE II

Employee and Association Rights

2.1 Non-Discrimination

The Board nor the Association shall not discriminate against any employee for reason of race, creed, color, marital status, age, sex, or national origin, membership or non-membership in the Association. The Board shall not discriminate against any employee with respect to hours, wages, terms, or conditions of employment by reason of membership in the Association, or in negotiations with the Board, nor shall the Board discriminate against any employee for having instituted any grievance, complaint, or proceeding under this Agreement.

2.2 Right of Representation

When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's continued employment, or result in a loss of salary, the employee shall be entitled to have an Association representative of his/her choice present. Further, whenever an employee is required to appear before the Board, for the above-specified matters, the employee shall be advised in writing at least twenty-four (24) hours in advance of the reasons for the requirement. If required to appear before the administration regarding issues that may lead to reprimand, the employee will be allowed an Association representative of his/her choice. In addition, the employee will be allowed to attach an explanation to any such written comments placed in the employee's personnel file resulting from such required meetings. If the employee feels these meetings or reprimands are vindictive and not based on valid administrative judgments, the employee may appeal to the Superintendent at a meeting with the Superintendent, the administrator involved, the employee, and an Association representative of the employee's choosing.

2.3 Personnel File

Each employee shall have the right, upon request twenty-four (24) hours in advance, to review the contents of said employee's personnel file and to place therein written reactions to any of its contents. The review shall take place at a time agreeable to the Superintendent but within two (2) business days for the central office of the request. A representative of the Association may, at the request of the employee, accompany the employee for this review. The Superintendent or his designee shall also be present during the review. Reprimands, other than Board-approved notices to remedy, will be removed from the employee's file after three (3) years, provided that the employee has successfully eliminated the cause of the reprimand and has received no additional reprimands relative to that or a similar infraction during said three (3) year period. Board-approved notices to remedy will be removed from the employee's file after five (5) years, provided that the employee has successfully eliminated the cause of the notice to remedy and has received no additional notices to remedy relative to that or a similar infraction during said five (5) year period.

2.4 Censorship

If an individual or group attempts to censor any textbooks, library materials or other instructional materials, the following procedure will be implemented:

A. All complaints regarding the use of any instructional or educational materials shall be submitted to the administration by a resident of the district.

B. A committee of employees competent in the pertinent subject area will be appointed by the Superintendent. The Association may name one member to any such committee. The committee shall review the complaint and submit a written recommendation to the Superintendent.

C. The Superintendent shall review the committee's recommendation and shall forward it and the Superintendent's own recommendation to the Board. Disposition of the disputed material will be at the discretion of the Superintendent pending action of the Board.

2.5 Meetings, Notices, and General Information

The Association may have reasonable use of:

A. School buildings for meetings after school if it does not interfere with normal educational activities and if approved by the principal.

B. Employee mailboxes, electronic mail, and interschool mail for the purpose of internal communication to employees eligible for the bargaining unit. A bulletin board will be provided for the Association in each lounge area. It is the responsibility of the Association to furnish the building principal with copies of unsealed or visible materials twenty-four (24) hours in advance. If the principal deems the materials objectionable, and they are not sealed, the Association will not distribute it pending appeal to the Superintendent.

C. School equipment, if in the judgment of the principal it does not interfere with educational purposes.

2.6 Association Matters - Board Agenda

The Board will place as items for consideration under "New Business" an Association Report on a permanent basis and any matters brought to its attention by the Association, so long as these matters are made known to the Superintendent forty-eight (48) hours prior to the regular meeting. Prior to any final Board decision regarding adding or eliminating programs, revisions in teaching periods, or reduction in force, the Board will notify the Association at least forty-eight (48) hours prior to the next Board meeting, and will take no final action if the Association requests, until the Association is given the opportunity to make recommendations regarding these changes.

2.7 Board Meeting Notification

The President of the Association or the President's designee shall be given written electronic notice of all regular meetings of the Board together with an electronic copy of the agenda or statement of purposes of each meeting at least forty-eight (48) hours prior to the scheduled time of the regular meeting. In the event of a special or emergency meeting the Association will be notified and given the agenda or statement of purpose when the members of the Board are given notice.

2.8 Board Minutes - Association Copies

All minutes of open-session public minutes of the Board shall be provided to the Association within twenty-four (24) hours of their approval by the Board. This notice shall be in the form of an electronic communication.

2.9 Pertinent Information - Association

Upon one (1) week's advance written request to the Superintendent, the Association will be given copies of all public information at the time it becomes available. One copy of ISBE forms 50-35 and 50-36 will be provided each year at no cost to the Association.

2.10 Association By-Laws and News Releases

The Association shall furnish the Board or its designee copies of its bylaws. The Association shall also furnish the Board or its designee copies of news releases prepared by or under the control of the Association, which relates to Unit #2. The Board or its designees will be given the opportunity, with the approval of the Association Board, to be placed on the agenda of an Association meeting providing forty-eight (48) hours notice is given.

2.11 New Teacher Information and Orientation

A. Names and addresses of newly hired employees shall be provided to the Association one (1) week following the regularly scheduled August Board meeting. The Association shall be provided the names and addresses of employees who are hired after the regularly scheduled August Board meeting no later than one (1) week after the Board meeting at which they are employed.

B. A representative from the Association will be invited to speak with new hires at the initial new hire meeting and/or new teacher orientation for certified staff.

2.12 Contract Distribution

Within fifteen (15) days of ratification of this agreement, the Board shall have a typed draft copy of the agreement prepared for the Association. Within thirty (30) days from the date the chief spokespersons have approved the typed draft of this agreement, the Board shall have sufficient copies of the agreement prepared and delivered to the Association for its distribution to each employee in the district. The method of reproduction of the Agreement shall be a copy machine. The Association shall pay for materials expended to produce the final Agreement.

2.13 Association Rights - Exclusive

The rights granted herein to the Association shall not be granted to any other competing employee organization during the terms of this Agreement, subject to the Association retaining its representative status.

2.14 Association - Board Meetings

The Association and the Board recognize the importance of communication in maintaining good relationships and agree to call special board meetings to discuss issues relating to pupil welfare and requirements of the district.

2.15 Employee Physical Fitness

The Board may from time to time, for a specific reason, require an examination of any employee by a physician licensed to practice medicine and surgery in all its branches and shall pay the expenses thereof from school funds. The physician will be chosen by mutual agreement.

2.16 Parent and Citizen Complaint

Any written complaint lodged with the administration or Board, or complaint to be acted upon which will directly affect a teacher, shall be made known to the employee in writing as soon as all the particulars are known and charges made. The notice of receipt of a written complaint will carry the complainant's name and the particulars of that complaint.

2.17 Fair Share

A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and

through its own counsel, provided:

1. The Employer gives full and complete cooperation to the Association and permits the Association intervention as a party if it so desires; and,
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE III

Employee Evaluation

3.1 The framework for this article was bargained before PERA legislation (P.A. 96-861) was enacted. The parties intend that each provision contained herein be PERA compliant. To the extent anything in this article or the evaluation plan conflicts with PERA, PERA shall control. The PERA Joint Committee shall ensure that the use of data and indicators on student growth is incorporated into the evaluation plan as a significant factor in rating teacher performance for both tenured and non-tenured teachers in accordance with Article 24A-4 of the School Code. The Committee shall be composed of eight (8) members, with four (4) members appointed by the Superintendent and four (4) one member from each building appointed by the Association. The committee shall meet annually no later than May 1 of each school year. It is the goal of the committee to reach consensus on using data and indicators on student growth in the evaluation plan for both tenured and non-tenured teachers in accordance with Article 24A-4 of the School Code.

3.2 Procedure

A. Non-tenure employees, those not having attained continued contractual service, shall be evaluated at least twice each school year.

B. After receiving either an excellent or a proficient formal evaluation a tenured employee, defined as having contractual continued service, shall be formally evaluated once every third (3rd) school year and informally observed at least once in the course of the two (2) school years after receipt of the rating. This process shall begin with the 2021-2022 evaluation cycle provided that paragraph B of this section is allowable in the School Code.

3.3 Within one (1) month after the beginning of the school term or one (1) week prior to the first evaluation within the building, whichever is first, the building principal will acquaint each employee under said supervisor's supervision with the formal evaluation procedures, and the evaluation instrument(s) and/or methods used by the evaluator(s) for formal evaluation, and the principal or immediate supervisor shall advise each employee as to those who may observe and evaluate the employee's performance. No formal evaluation may take place until such orientation has been completed. Employees will be given at least two (2) weeks' notice of any changes in procedures, instruments, methods, or evaluators which affect their formal evaluation(s).

3.4 Formal and Informal Observations

A. The administration shall evaluate each employee in writing, using an evaluation instrument designed in cooperation with the Association. All formal evaluations will be preceded by an in-class observation of the employee's classroom performance. One calendar week notice is required for a pre-conference before a formal observation. Formal observations will be conducted for a minimum of forty-five (45) minutes at a time, a complete lesson, or an entire class period.

B. Within one (1) week of an informal observation, the qualified evaluator shall provide feedback to the teacher either orally or in writing (electronic or paper) and if the feedback is in a written format, also provide the teacher with an opportunity to have an in-person discussion with the evaluator.

3.5 The evaluator shall have a meeting with the employee following the evaluation to discuss the evaluation. The evaluator shall provide the employee a written copy of the evaluation. The evaluator will conduct the post conference within ten (10) working days following the completion of the evaluation. The post conference will be scheduled at a mutually agreeable time. The post conference will be conducted in privacy.

3.6 The evaluator will provide statements of deficiencies, will offer recommendations for improving classroom performance, and will discuss the ramifications of these deficiencies both in relationship to instruction and remediation.

3.7 Employee Rights – Post Evaluation

A. The employee shall have the right to attach an explanation to any evaluation.

B. A teacher who has received an unsatisfactory rating on his/her evaluation shall have the right to appeal the rating. The request for the appeal shall be made within fifteen (15) school days of the receipt of the summative evaluation. The teacher shall state the basis for the appeal and identify the evidence that supports the appeal.

Grounds for an appeal include procedural violations, inaccurate attribution of data, and/or inaccurate collection of evidence.

An Appeal Committee, shall be composed of two (2) qualified evaluators appointed by The Association and two (2) qualified evaluators appointed by the Superintendent. No one involved in the evaluation of the appealing teacher will be a member of the committee. The Appeal Committee shall meet to consider the appeal within ten (10) school days of the receipt of the appeal request. In addition to the written appeal, the teacher may address and provide evidence to the Appeal Committee in person. The teacher may be accompanied by a union representative when addressing the committee. The district shall provide the teacher and union with all evidence used by the qualified evaluator to determine the summative rating.

When considering the appeal the committee will:

1. Assess the original rating and review the documentation to ensure all of the state, Joint Committee, and contractual procedures were appropriately followed during the evaluation.
2. Review the evidence set forth in the summative evaluation to ensure (1) it is evidence and not opinion, interpretation, or bias; and (2) the chosen rubric was used to determine the performance for each domain based on the collected evidence.
3. Compare the performance rating to the student growth rating. These should not be significantly different.
4. Determine if procedures set forth by the district evaluation plan and/or collective bargaining agreement were not followed; if opinion, interpretation, or bias is found within the evidence; or if there is a significant difference between the performance and growth ratings.

If the Appeal Committee determines that there are significant procedural violations in the teacher's evaluation or there is insufficient evidence to support the unsatisfactory rating, the committee shall have the authority by a majority vote of the committee to overturn the teacher's unsatisfactory rating. If the committee overturns the rating, the committee shall have the authority to revise the rating as the committee deems appropriate. In the event of a tie vote, the rating will default to proficient.

The appeal process must conclude within thirty (30) school days after the Appeal Committee receives the teacher's written request for appeal.

An appeal shall not delay the development and implementation of a remediation plan. If the unsatisfactory evaluation rating is overturned by the Appeal Committee, the teacher's remediation plan shall stop immediately and be null and void. The remediation plan and all related documentation shall be removed from the teacher's evaluation and his/her personnel file. (Public Act 101-591)

3.8 No later than sixty (60) working days before the end of the school term, the administrator shall complete a written evaluation report and make recommendations as to employment of non-tenured employees. Evaluations of tenured employees shall be completed no later than forty-five (45) working days before the end of the school term.

3.9 Agreeing to the procedures delineated in sections 1-8 above does not limit the right of management to utilize informal observations, insubordination, or other evaluative criteria for considering competency of any employee. If any of these evaluations are to be used in evaluating the employment status of an employee, a written statement will be placed in the employee's file and the employee will be allowed to place a response in his/her file.

3.10 Grievance

Any grievance filed relative to this Article shall be limited to violations of the above specified reasons.

3.11

Dismissal for Performance

I. If a tenured employee has been given notice of dismissal for the following reasons specified in Section 10--22.4 of the School Code, "to dismiss any teacher on the basis of performance and to dismiss any teacher whenever, in its opinion, he is not qualified to teach," 105 ILCS 5/10-22.4, a hearing as mandated by law will be held within ten (10) days, at which the following shall be guaranteed:

- A. The hearing will be conducted by an impartial hearing officer selected according to procedures provided by Sections 24--12 and 24--16 of the Illinois School Code.
- B. The employee will have been formally evaluated at least once during the school year in which the hearing takes place.
- C. No evidence will be presented which was not made known to the employee prior to the hearing.
- D. The occurrence of the hearing constitutes a waiver by the employee of any further recourse through Article II or VIII.

II. Dismiss for Reason Other Than Teaching Performance

- A. No tenured employee shall be disciplined--including warnings, reprimands, suspensions, discharges, or other actions of a disciplinary nature--without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for the disciplinary action will be made available to the employee and the Association in writing.
- B. Except for dismissal, no non-tenured employee shall be disciplined--including warnings, reprimands, suspensions, discharges, or other actions of a disciplinary nature--without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. The specific grounds forming the basis for the disciplinary action will be made available to the employee and the Association in writing.

ARTICLE IV

Vacancies, Promotions, and Transfers

4.1 Vacancies and Promotions - Posting

The Superintendent shall have posted in all school buildings and shall send to the Association a notice of all vacancies, including vacancies in promotional positions, as they occur or as they are anticipated. The Superintendent shall post vacancies using the district's electronic mail system.

1. For vacancies occurring between August 1 and the first day of school, the posting period shall be five (5) week days.
2. For vacancies occurring between the first day of school and the last day of school, the posting period shall be ten (10) workdays.
3. For vacancies occurring between the last day of school and August 1, the posting period shall be ten (10) week days.

During the summer, the Association will notify employees of vacancies. The posted notices of vacancy will include a written assignment description.

Vacancies, transfers and reassignments shall be filled by the Board with preference given to the most senior legally qualified CUSD #2 staff. Tenured staff shall not be subject to involuntary transfers or reassignments.

4.2 Definitions

- A. Seniority--See Article 10.1 and 10.2.
- B. Promotional positions--Defined as those positions paying a salary differential and/or those, which are of an administrative or supervisory nature. The filling of said positions are not subject to the provisions of this agreement.
- C. Transfer--Defined as relocation from one building to another.
- D. Reassignment--Any change of position, assignment, or teaching area within a building.

ARTICLE V

Conditions of Employment

5.1 Legal Requirements and Qualifications

A. Credit hours earned by an employee that advances the employee on the salary schedule will be recognized two-times a year: September 15, and January 15. Grade reports shall serve as evidence of completion and shall be filed with the Superintendent provided such credits are filed with the Superintendent. Any college credit which improves the employee's professional development and which has the prior approval of the Superintendent shall be recognized on the salary schedule. Re-certification requirements shall be recognized as improving the employee's professional development and which have the prior approval of the Superintendent.

5.2 New Employees Credit for Experience

- A. New employees will be given credit for school teaching experience outside the District, including experience outside the State provided the employee held a valid teaching license or certificate while teaching.
- B. Credit for teaching experience will be retroactive for any current certified employee hired prior to 2021. The employee will be placed on the salary schedule commensurate with actual number of years taught, provided the certified employee has not applied for retirement. Proof will be provided by a letter from the previous school verifying years of service. Part B of this section shall be valid for the duration of this contract.

5.3 Employee Work Day

Each employee shall be in his/her building fifteen (15) minutes before the beginning of the students' school day, tending to professional obligations, except for those assigned supervisory duties. The employee's workday shall end when he/she feels that his/her professional obligations have been met but no earlier than fifteen (15) minutes after the final student class dismissal. Teachers will remain a reasonable period of time after dismissal for parent conferences, provided that the parents schedule the conference with the teacher in advance. Meetings or conferences required by the Principal or Superintendent will be called only when necessary, and every effort will be made by the administration and the employee to limit those meetings or conferences to forty-five (45) minutes.

5.4 Duty Free Lunch

Every employee shall be allowed a duty-free lunch period as required in Section 24--9 of the School Code of the State of Illinois. Any changes legislated in Section 24--9 will become effective on September 1 following the date at which it becomes law.

5.5 Employee Planning

The employee will plan and prepare lessons in advance and furnish accurate plans to assist substitutes. It is understood that lesson plans may be educationally valuable and that from time to time if requested an employee will report to the administrator on the current status of his/her course of study.

5.6 Health Records and Related Testing

It is recognized that the keeping of student health records and related testing is the function of the school nurse. The employee shall not be required to keep student health records or to manage or assist in health related testing.

5.7 Attendance Reporting

Daily attendance will be recorded by the employee in electronic form provided by the district and delivered to the office for monthly and annual computation. Preliminary attendance reports and other register information will be completed by the office personnel.

5.8 School Calendar

The Board or its designee shall submit to the Association president by February 1 of each year two (2) proposed school calendars for the next school year. The Association shall by March 1 recommend a calendar to the Board. The Board shall then establish a school calendar, which does not exceed 185 school days. If the five emergency workdays are not used for emergency purposes, they shall not become employee workdays. The Association will be consulted prior to discussions and decisions on the scheduling of these days off. The definition of emergency will be determined by the Board.

5.9 Conference Period

Employees may leave the building if the employee notifies the building principal or his/her designee indicating where they may be reached if needed. If in the judgment of the principal an individual employee is abusing this privilege, it may be withheld pending appeal to the Superintendent's judgment.

5.10 Elementary Released Time

Prior to final assignment of special employees, the Superintendent or his designee will, if requested, meet with a committee comprised of one (1) representative from each elementary building appointed by the Association to discuss the assignment and seek recommendations in an attempt to provide consistency between employees, special employees, and buildings. The Principal will attempt to secure substitutes whenever a special employee is unavailable.

When an employee is required by the administration to forfeit his/her preparation/planning time to fill in for a special employee or special education staffing, he/she will be paid at a rate specified in Schedule B.

Special education staffing at the K-5 level will not be scheduled during planning time created by the utilization of special employees. If no other time is available for staffings, the employee will be reimbursed as above. At no time will staffings occur during the employee's lunch time.

5.11 Inclusion

A. Substantially impaired students

When the District considers placing a "substantially impaired" student (as such term is defined below) in the classroom of a teacher who is assigned primarily to teach the non-disabled student population, the District shall cause at least one such teacher so affected to participate in the development of the child's IEP, and may also cause any such teacher to be a part of multi-disciplinary conferences for the purpose of developing or considering placement recommendations for such child. In elementary grades, such teacher(s) will usually be the child's classroom teacher, but special circumstances may require the use of other or additional teachers. For students other than elementary, the District may select a teacher or teachers it believes are significantly affected.

Substantial and burdensome disabling condition means a serious, non temporary condition of a student which condition necessitates regular and repeated changes to the teacher's activities in order to accommodate the student's educational needs. A student who is expected to achieve at grade or age level, with only modest special education assistance, such as a resource room, is not a student with a substantial burdensome disabling condition.

B. Attendance at MDC and IEP meetings

1. The District shall endeavor to solicit input from teachers who might be assigned (in future) to teach "substantially impaired" special education students prior to the development of an IEP. In addition, the District shall

endeavor to solicit input from teachers who have taught "substantially impaired" students whose IEPs are being reviewed. This input may include the teacher's written statements of ideas, concerns, suggestions and the like, and may include the teacher's participation in the IEP meetings. However, no IEP meeting may be delayed or postponed solely due to the unavailability of a teacher except as is otherwise required by law.

2. If a teacher believes another professional should be invited to an IEP or MDC, the teacher shall call the matter to the attention of the Special Education Coordinator.

3. If a teacher believes that a student's IEP is failing to provide an education from which a child can benefit, the teacher shall call the matter to the attention of the Special Education Coordinator.

4. Each teacher of the non-disabled student population who has a "substantially impaired" child assigned to his/her classroom or teaching area shall have access to a copy of the child's IEP.

C. Special Education Liaison Committee

A Special Education Liaison Committee shall be established consisting of up to three administrators, including the Special Education Coordinator, and three teachers appointed by the Association, to discuss problems related to "substantially impaired" students as defined herein. Such committee may not discuss individual students or student records but may discuss problems and suggest solutions or alternate techniques of delivering educational services. This committee shall meet at least once per semester and more frequently on joint agreement. An agenda will be developed for the meeting on the basis of either suggestions of the teachers or administration, but no new item will be added to the agenda fewer than five (5) school days prior to the meeting, unless by mutual agreement.

D. Nothing in the agreement permits the disclosure of any student record, including any IEP, to any person except where required by law including, but not limited to, grievance arbitrators.

5:12 Extra-curricular assignments

Extra-curricular duties shall be assigned on a voluntary basis.

5:13 Additional Work Day

An employee who is required to work additional days beyond the regular attendance year shall either be paid on a per diem basis or receive compensatory leave. The employee will elect. Use of compensatory time must be approved by the building principal and cannot be used to extend vacations, holidays, or any other time school is not in session.

5:14 Student Orientation

Student orientation will not be held prior to the first faculty attendance day.

5:15 Workshop Reimbursement

An employee who attends professional development activities encouraged by the administration on nonattendance days may choose a compensatory day in lieu of a stipend.

5:16 Multiple Class Assignments

No teacher shall be assigned multiple class sections during one (1) class period of block without consultation among the teacher, the association, and the administration. The consultation will be documented at least thirty (30) days prior to the beginning of class.

5:17 Conferences

Administration will schedule the October SIP day the day prior to parent-teacher conferences effective 2015-2016.

ARTICLE VI

Leaves

6.1 Sick Leave

- A. The Board shall grant up to twelve (12) sick leave days per school term without loss of pay, except that if a teacher has accrued and maintains a minimum of ninety (90) sick days, or has completed fifteen (15) years of continuous service having accrued and maintained a minimum of forty-five (45) sick days then that teacher shall be granted fourteen (14) sick leave days per school term. Sick leave shall accumulate to three hundred sixty (360) days. Sick leave shall be interpreted according to the school code. The immediate family, for purposes of this Article, shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, grandparents-in-law, daughters/sons-in-law, legal guardians, or a person residing in his/her household. No more than three (3) days per year of sick leave may be used for the funeral of a person not in the immediate family or household.
- B. Sick Leave Bank
The Sick Leave Bank shall provide paid sick leave for employees who have exhausted their accumulated sick and personal leave and are unable to return to work. Only active members of the Sick Leave Bank shall be allowed to withdraw days from the Bank. Employees may choose to participate as an active member when hired or whenever the Sick Leave Bank is opened. To become an active member of the Bank, an employee will donate one (1) day of his/her unused sick leave to the Sick Leave Bank. The employee will remain an active member until asked to donate another day based on the guidelines listed below.

Donated days are non-returnable and will be recorded as a used sick day in the employee's file. All donated days will remain in the Bank until they are needed. The Board shall not be liable for any days transferred and shall not contribute any days to the Sick Leave Bank.

The co-presidents of CUTEA shall maintain a list of active members and the number of days donated by each. When the total number of days in the Bank meets or exceeds fifty (50), the Bank will be closed. If the number of days drops below fifty (50), the Sick Leave Bank will be opened. To remain active at the time, teachers will be asked to donate one (1) day, according to the following guidelines, until the total number of days in the bank reaches at least fifty (50).

- 1st- All employees who have given zero (0) days.
- 2nd-All employees who have given one (1) day.
- 3rd-All employees who have given two (2) days.
- 4th-All employees who have given three (3) days.
- 5th- All employees who have given four (4) days.

If an employee elects not to donate when asked, he/she will not be an active member.

A committee consisting of two members of the Association and two members of the administration will govern the use of the Sick Leave Bank. No active member shall be allowed to withdraw more than ten (10) days during one (1) school year. To withdraw days from the Bank, an employee with his/her designee (family member, association representative or administrator) shall make a written request to the committee. The request should state the number of days needed and include a physician's written statement specifying the reason for the employee's inability to return to work. The Sick Leave Bank shall not be used for short-termed illness or maternity leave.

6.2 Bereavement Leave

In the event of a death in the faculty member's immediate family, the faculty member's spouse's immediate family, or the faculty member's household, the faculty members shall be granted up to three (3) days off with pay. For the purpose of this section, the immediate family and spouse's immediate family shall include spouse, parents, children, brothers, sisters, grandparents and grandchildren, daughter-in-law, son-in-law, aunt, uncle, niece or nephew. The Superintendent or his/her designee, upon presentation of an extenuating circumstance shall authorize additional bereavement days.

6.3 Personal Leave

The Board shall grant up to two (2) days of personal leave without loss of pay. Unused personal leave shall accumulate to a maximum of five (5) days. Unused personal leave days beyond this maximum shall accumulate as sick leave. None will be taken immediately before or after holidays or vacations. Requests for personal leave beyond three (3) days per year shall be made to the appropriate Principal in writing twenty-four (24) hours in advance of the day(s) for which the leave is requested. Such requests shall state the reason for the leave and shall be subject to the approval of the Superintendent. In case of emergency, and with the approval of the Superintendent, the above conditions may be waived. The Superintendent's decision to disapprove such an emergency request is final and cannot be grieved under any provision of this Agreement. Personal leave will be taken in no less than one-half (1/2) day increments.

*Reference to: See Retirement - Section 7.5

6.4 Leaves of Absence

Leaves of absence for up to one (1) year may be granted to tenured employees if requested at least three (3) months before the leave is to be taken, and subject to approval by the Board.

Leaves may be granted without pay for:

- A. Advanced study leading to a degree in an approved university.
- B. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel would improve the educational program.
- C. Military service
- D. Maternity
- E. Childcare, adoption
- F. Other reasons acceptable to the Board, which will improve the educational program in Unit #2.
- G. A notice of return from leave of absence for the coming school year will be supplied in writing to the Board by April 1.

Employees on such leaves may continue benefits if they reimburse the district for any prorated costs of benefits for which they apply.

Employees will not advance on the salary schedule while on any approved leave of absence without pay.

6.5 Sabbatical Leave

Sabbatical leaves may be granted as per Section 24--6.1 of the Illinois School Code.

6.6 Association Leave

The Board will provide fifteen (15) days of Association leave to be utilized at the discretion of the Association for attendance at official IEA conferences, workshops and legislative hearings according to the following schedule:

A. The first six (6) days the cost of substitute teacher to be shared equally by the Association and the Board.

B. Next nine (9) days with the cost of substitute to be paid by the Association. The Association President will be allowed a total of fifteen (15) days of released time distributed at the discretion of the Association at no cost if the Association provides substitutes from its members. If the administration is required to provide substitutes, and if substitutes are available, the President will be released if the Association reimburses the Board for the actual cost of the substitute.

The President of the Association shall submit a written request to the Superintendent at least one (1) week in advance of anticipated usage.

In case of emergency, and with the approval of the Superintendent, the above timeline may be waived. The Superintendent will notify the Principal of requested leave. The Superintendent's decision to disapprove such an emergency request is final and cannot be grieved under any provision of this Agreement.

6.7 Professional Leave

A. Upon seventy-two (72) hours advance notice, and if approved by the Superintendent or his/her designee, the Board shall grant a minimum of one (1) professional leave day per school term, without loss of pay, to be used to attend conferences, to complete oral exams required for advanced degrees or to attend workshops related to the individual teaching areas or professional growth if approved by the building principal. Employees may request additional professional leave days, which shall be subject to the approval of the building Principal and Superintendent.

B. Each Special Education employee who is responsible for the preparation of IEPs and/or special education testing will be granted a minimum of the equivalent of one day of release time annually for such work. Additional release time may be arranged upon the mutual agreement of the Special Education employee and building principal. Release time will be scheduled by the employee and the Principal.

ARTICLE VII

Employee Compensation and Fringe Benefits

7.1 Salary Schedule

The salary schedule shall be as set forth in Appendix "A" that is attached and incorporated into this Agreement. The schedule shall be based on 180 workdays and shall be effective on the first day of the school term, 2017. The supplemental pay schedule shall be as set forth in Appendix "B", which is attached and incorporated into this Agreement.

7.2 Pay Period Options

The Employee shall have the right to receive his/her pay in eighteen (18) or twenty-four (24) equal installments. The employee shall notify the business office of his/her preference by June 1. Each employee shall be given a copy of the federal and state income tax table used in calculating his/her pay. If there is any change in the tax table used in calculating pay, employees will receive a copy as soon as enough copies are received from the federal or state government.

7.3 Employee Insurance

The Board agrees to provide employee health and life insurance and the Board agrees to provide employees with the option to take dependent health insurance coverage. The Board will pay the full premium for the term life policy in the amount of \$50,000 per employee.

The Board shall offer a choice of plans to the membership: Traditional and HSA. For employees electing the individual HSA policy option, the difference in individual plan annual premium and individual HSA plan annual premium will be deposited into an HSA for that employee in two installments at the start of the school year and in January of the school year.

For the 2021-2022 school year, the Board agrees to pay up to \$910.29 monthly toward the individual premium and \$1722.26 towards family coverage.

For the 2022-2023 school year, the Board agrees to pay up to \$964.90 of the individual premium and \$1773.93 towards family coverage.

For the 2023-2024 school year the Board agrees to pay up to \$1022.80 of the individual premium and \$1827.15 towards family coverage.

Any increase in excess of 15% will be shared 50/50 by the Board and the employee. For example, if the premium increases by 17%, the Board will pay an additional 1% toward the premium.

The Board and the Association shall establish an employee health insurance committee comprised of Association members who represent the varied insurance options. The employee health insurance committee shall meet annually by April 1 or within two weeks of the date insurance renewal rates are available for the following plan year. The committee will evaluate and make recommendations for health insurance plan design options for the August 1 renewal. Any change to current plans offered will be approved by the Association.

The basic specifications for the health insurance program are set forth in Appendix C. If at any time the health insurance company discontinues the plan design stipulated in Appendix C, the insurance committee shall have the authority to specify a suitable substitute.

7.4 Employee Use of Personal Cars

Employees shall be reimbursed at the IRS rate per mile if such travel is required for the position. Only approved jobs will qualify for reimbursement.

7.5 Retirement

Any employee, at a minimum age of fifty (50), may choose either the local early retirement plan or a State early retirement plan. The employee shall choose only one (1) plan. Once an employee has selected an option, this selection is irrevocable.

Retiring Teacher Salary Enhancement Program

The Retiring Teacher Salary Enhancement Program is for the purpose of recognizing the service of those teachers who have been employed by the School District for 10 or more years and is made available in exchange for an irrevocable notice of resignation and retirement. The terms of the Retiring Teacher Salary Enhancement Program are as follows:

Qualifications

In order to be eligible for the District's Retiring Teacher Salary Enhancement Program a teacher must meet the following qualifications:

1. As of the date of retirement the teacher must have been employed by the Robinson CUSD#2 School District as a certified staff member for not less than 10 years.
2. As of the date of retirement the retiring teacher must not be participating in any retirement program, which requires a payment or contribution by the District (e.g., ERO or modified ERO). The district may require documentation of eligibility.
3. Whenever a teacher who has a minimum of ten (10) years of full-time service in the District is first eligible to retire without any penalty, he or she must retire within the first two years of eligibility in order to receive a 6% salary enhancement. Salary enhancement will be 5% for teachers retiring in the third or fourth year of eligibility. Salary enhancement will be 4% for teachers retiring in the fifth year of eligibility. Any teacher not retiring within the first five (5) years of eligibility to retire without penalty will be ineligible for a retirement incentive under this article.
4. Teachers electing to participate in the one-year program shall, by no later than the first day of March of the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the current school term.

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

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

Teachers electing to participate in the four-year program shall, by no later than the first day of March three years preceding the year of retirement, submit to the Board of

Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the school term three years out.

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

Salary Enhancement

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

1. Teachers qualifying and applying for this salary enhancement program shall have their prior year TRS creditable earnings increased in their final year(s) of employment by the percentage indicated in paragraph 3 under the "Qualifications" heading above. Where applicable to multiple years, the increase shall be compounded (for example if the teacher is eligible for the 5% enhancement, the TRS salary will be 105% of the previous year's salary for each year of eligibility).
2. The board will pay a post retirement, non-salary severance bonus of \$10,000 dollars not subject to TRS reportable income or district penalties. All non-salary post retirement severance bonuses will be paid no later than seven calendar days after the retiree's last regularly scheduled paycheck or the last day of employment, whichever is later, but in any event said payment will be made so as to preclude any school district penalty.

Other Conditions

In recognition that circumstances may change after a teacher has submitted an irrevocable letter of resignation and retirement in order to participate in the salary enhancement program, the following additional conditions are set forth:

1. In emergency situations, a teacher may submit to the Board a written request to withdraw the irrevocable letter of resignation and retirement. Acceptance of the request is at the sole discretion of the Board. If the request is granted the teacher will be required to reimburse the District all amounts received by the teacher under the Retiring Teacher Salary Enhancement Program in excess of what the teacher would have otherwise received in a salary increase. The teacher will not be eligible for future participation in the Retiring Teacher Salary Enhancement Program.
2. The calculation of the salary enhancement, as set forth above, presumes that during the year(s) in which the teacher is receiving the salary enhancement the teacher will be providing the same level of service as provided in the base year used in the calculation. It would be inequitable either for the District to require the teacher provide additional services or for the teacher to provide less services. Accordingly, the following will apply:
 - a) During the year(s) in which the retiring teacher is receiving the salary enhancement the Board will not require or compel the teacher to perform any additional duties which would otherwise increase the teacher's compensable earnings. (For example, the Board will not extend the teacher's contract or assign additional duties).
 - b) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is voluntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the

teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will be adjusted to reflect the reduction in the level of services being provided. (For example, if a teacher participating in the salary enhancement program received \$42,000 in TRS creditable earnings in the prior year, of which \$40,000 was salary and \$2,000 was for extra duties, but in the salary enhancement year(s) voluntarily discontinues performing the extra duty, then the percentage of salary enhancement shall be based upon the \$40,000 not the \$42,000.)

- c) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is involuntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will not be adjusted to reflect the reduction in the level of services being provided. (For example, if a teacher participating in the salary enhancement program received \$42,000 in TRS creditable earnings in the prior year, of which \$40,000 was salary and \$2,000 was for extra duties, but in the salary enhancement year(s) the District did not assign the teacher the extra duties or assigned extra duties with lesser compensation, then the percentage of salary enhancement shall be based upon the \$42,000, not the \$40,000.)

Other Considerations

In cases where salary increases to the negotiated salary schedule would be greater than the salary enhancements contained in the section, the retiring teacher will receive the greater of the two increases.

7.6 Employee Retirement Contribution

From the established salary schedule, according to authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher Retirement System on behalf of each teacher, the percentage of earnings specified by law for each teacher, and will shelter said amount for tax purposes. The Board will continue to pay to TRS from future established compensation schedules, on behalf of each teacher the percentage of the teacher's respective gross scheduled earnings specified by law. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

7.7 Homebound Teaching

When a student is confined to home due to injury or illness, that student's regular teachers shall have the right to first refusal on the assignment. Homebound teaching shall be reimbursed at a rate specified in Schedule B.

7.8 Tuition Reimbursement

The Board shall reimburse a teacher for a portion of the cost of tuition for courses taken at an accredited institution of higher education under the following conditions:

- A. The course is toward an advanced degree or the course is in the employee's teaching area.
- B. The course is toward an advanced degree, which improves the employee's professional development if approved by the Superintendent. Application for approval shall be made prior to the first course meeting date and a written response shall be made within five working days of receipt of the application.
- C. Other courses or workshops may be reimbursed if approved by the Superintendent. Application for approval shall be made prior to the first course meeting date and a written response shall be made within five working days of receipt of the application.
- D. The Board will reimburse a teacher for a total of no more than sixteen (16) semester credit hours per year. However, the teacher may only be reimbursed for six (6) credit hours in the fall semester and six (6) credit hours in the spring semester.
- E. Employees will be reimbursed no later than three months following submission of proof of completion.
- F. If available, tuition waivers must be utilized prior to reimbursement.
- G. Reimbursement will be at the rate equal to 75% of the credit hour tuition charge at Eastern Illinois University
- H. No tuition will be reimbursed for courses taken during leaves of absences under section 6.4.A.
- I. Former employees who are involuntarily released will be reimbursed no later than three months following submission of proof of completion.
- J. Two years after receiving the 75% reimbursement, teachers still employed by the District shall receive the remaining 25% reimbursement. Teachers involuntarily released within 2 years of receiving the 75% due to a reduction in force, non-renewal in the case of a non-tenured teacher, or a medical reason shall receive the additional 25% within 10 days of their last day of employment.

7.9 Speech Language Pathology

The Board shall reimburse speech language pathologists for the annual cost of American Speech Hearing Association certificate of clinical competencies.

7.10 National Board

Upon completion of the National Board for Professional Teaching Standards Certification, the employee shall receive college credit on the salary schedule as recommended by the National Board for Professional Teaching Standards. Employees who previously received college credit shall be credited on the salary schedule to match the current recommendation.

7.11 403B

- A. In the event the Board considers a change to the 403B plan or carrier (Third Party Administrator of the plan), a committee will be formed and will be comprised of one (1) representative from each attendance center (appointed by the Association), and an equal number of representatives appointed by the Superintendent to select and make recommendations to the Board.

- B. The BOE will match a fifty (50) dollar monthly deposit into either the local 403B plan or TRS SSP (when SSP becomes active). The employee may contribute up to the maximum allowed by federal regulations. Teachers may not first request initiating the \$50 BOE match within 5 years of their anticipated date of retirement.
- C. All contributions will be one hundred (100) percent vested upon participation in the plan.

7.12 Right of First Refusal

Certified teaching staff shall have right of first refusal for any paid position not on Schedule B Groups 1-6A, such as : ticket takers, summer maintenance, Saturday School, after-school detentions, Saturday Homework, tutoring, etc.

7.13 Athletic Pass

By the first day of school, certified teaching staff shall receive free athletic passes for themselves and one additional person.

7.14 Professional Organizations

Each certified employee shall be reimbursed for the (annual) cost of membership in professional organizations not to exceed one hundred (100) dollars. Requests must be made in writing to the Superintendent and will only be approved for professional organizations which are related to the professional duties of the teacher.

ARTICLE VIII

Grievance Procedure

8.1 Procedure

Any claim by the Association or any employee as to the meaning or application of any of the provisions of this Agreement shall be cause for a grievance. A grievance must be filed within sixty (60) working days of the violation or sixty (60) working days from the time the grievant should have become aware of the violation, whichever is later.

Should a grievance arise, the following procedure shall be placed in operation:

Step 1. The grievant shall present the grievance in writing specifying the article and clause alleged to have been violated and stating the remedy sought, to the principal immediately involved, who will arrange for a meeting to take place with the grievant within ten (10) days after the receipt of the grievance. The supervisor shall provide a written answer to the grievant within ten (10) days of the receipt of the grievance.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may refer the grievance in writing to the Superintendent within ten (10) days after the receipt of the Step 1 answer. The Superintendent will arrange for a meeting to take place with the grievant within ten (10) days after his receipt of the grievance. The Superintendent shall provide a written answer to the grievance within ten (10) days after the meeting.

Step 3. Should a grievance not be settled at Step 2, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

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

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

C. Each party shall bear the full costs for its representation in the grievance procedure.

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

E. Each party shall share equally the cost of the arbitrator and the AAA.

8.2 Time Limits

A. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

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

C. Time Bar - Failure of a teacher or the Association to act on any grievance within the prescribed time limits shall bar any further appeal.

D. Class Grievance - Class grievance involving more than one teacher and/or one or more supervisors shall be initially filed by the Association at Step 2.

E. Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2 if mutually agreed upon by the grievant and the immediately involved principal.

F. The time lines may be extended without penalty, if there is mutual written consent.

8.3 Report Form

In order to standardize grievance reporting, the Board and the Bargaining Unit agree to mutually develop and use a Grievance Report Form.

ARTICLE IX

Negotiations Procedure

9.1 The parties agree that their duly designated representative shall negotiate in good faith.* Failure of the Association or the Board to request that the contract be renegotiated prior to the April 1 preceding the termination date will automatically renew the Agreement for another year from the date of termination. Each party shall select its own representatives. Negotiations shall begin no earlier than April 1.

9.2 If agreement is not reached within forty-five (45) days prior to the termination of this Agreement, either party may declare to the other in writing that an impasse exists and call for a mediator.

9.3 When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as the mediator deems appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

*Good faith, for the purposes of this Agreement, is defined as the willingness of both parties to meet, discuss the issues, make proposals, and counterproposals. It does not imply acquiescence or concession to either party's demands, either in whole or in part.

ARTICLE X

Reduction in Force - Seniority Defined - Recall

10.1 Seniority Defined

- A. Seniority shall be defined as continuous length of service within the district and as a member of the bargaining unit in a position requiring licensure. Seniority shall begin with the first employee work day.
- B. Part-time teachers and any additional tenured teachers who have been, or will be reduced, to part-time status shall accrue seniority on a percentage basis. This percentage will be calculated by comparing the part-time teacher's assignment to the assignment of a full-time teacher having a similar assignment.
- C. Board approved leaves of absence shall not interrupt seniority.

10.2 Equal Seniority

Teachers having equal seniority and being in the same evaluation grouping shall be ordered by the following steps until the tie is broken:

- A. Length of public school teaching experience, which is allowed for credit on the salary schedule.
- B. Highest degree attained and recognized on the salary schedule.
- C. Most graduate hours attained and recognized on the salary schedule.
- D. Random selection (agreed upon by affected teachers)..

10.3 Reduction In Force Management Rights

The Association shall be provided with thirty (30) days' notice prior to any official Board action effectuating a reduction in force. The Board has the management rights to make reduction in force decisions, and the Association expressly and unqualifiedly waives its rights to bargain such decisions and the impact of such decisions.

10.4 Recall

If a position becomes available within two (2) years, recall shall be as follows:

1. Upon recall teachers with the most seniority will be placed in the first available position for which they are qualified. Qualified, for the purpose of this provision, is defined as meeting the requirements set forth by the Illinois State Board of Education.
2. The Board shall attempt to make contact with the teacher by certified mail, personal e-mail, and phone call. It is the employee's responsibility to keep the Central Office up-to-date with this information. Failure to respond within twenty (20) calendar days after the mailing of the Board's letter to recall sent by certified mail to the teacher's address on file with the Board recalling such teacher, shall result in termination of the teacher's rights of recall hereunder.

ARTICLE XI

Effect of Agreement

11.1 Effective Date

This Agreement shall become effective on August 1, 2021 and shall continue in effect until July 31, 2024 and year to year thereafter, unless either party executes written notification to the other party prior to April 1 that it wishes the Agreement to expire on the subsequent anniversary date, provided the Agreement may be continued by mutual consent if negotiations for the following year have not been completed.

11.2 Demonstrations

The Association agrees that during the dates of this Agreement it will not engage in any work stoppage, picketing, withholding of service in whole or part, strike, or take other concerted disruptive action to demonstrate against the employer or its representatives on school premises or at a meeting of the Board.

The Board agrees not to engage in any lockouts.

11.3 Terms And Conditions

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.

The terms and conditions shall be modified only through the written mutual consent of both parties.

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in effect. Any changes in existing laws, which affect the terms and conditions set forth in this Agreement, shall be subject to negotiations at that time.

11.4 Signing of Agreement

This Agreement is signed this 1st day of July, 2021.

In witness thereof:

FOR THE EDUCATION ASSOCIATION

Holly S. Gallagher
Co-President

Sarah Hemrick
Co-President

Holly S. Gallagher
Co-Chief Negotiator

David D. Fark
Co-Chief Negotiator

FOR THE BOARD OF EDUCATION
ROBINSON CUSD#2

Will J.A.
President

Amy Stone
Vice-President

Salary Schedule 2021-2022

Increase 1.05

Step	BS	BS+16	MS	MS+16	MS+32
1	38856	39277	41349	42016	43908
2	39389	39815	41915	42591	44508
3	39921	40353	42481	43167	45109
4	40460	40898	43054	43749	45718
5	41006	41450	43635	44339	46335
6	41559	41786	44225	44938	46961
7	42070	42174	44843	45568	47595
8	42587	42827	45471	46205	48238
9	43111	43491	46108	46853	48889
10	43656	44192	46761	47530	49566
11	44207	44895	47412	48206	50243
12	44753	45596	48062	48882	50918
13	45297	46299	48712	49560	51597
14	45863	47031	49387	50266	52304
15	46436	47769	50079	50978	53019
16	47017	48518	50779	51701	53745
17	47605	49280	51490	52435	54481
18	48208	50042	52219	53180	55227
19	48810	50829	52904	53933	55982
20	49412	51634	53682	54707	56753
21	50315	52362	54412	55434	57481
22	51205	53252	55299	56324	58371
23	52227	54314	56405	57450	59539
24	53272	55402	57533	58598	60731
25	54338	56511	58685	59772	61943
26	55425	57642	59856	60966	63181
27	56531	58793	61053	62184	64447
28	57663	59970	62276	63429	65734
29	58816	61168	63522	64698	67050
30	61460	63502	65785	67036	69599
31	61526	63642	66085	67313	69758
32	62759	64911	67409	68657	71153
33	64012	66211	68756	70031	72576

Salary Schedule 2022-2023

Increase 1.04

Step	BS	BS+16	MS	MS+16	MS+32
1	39857	40289	42414	43098	45040
2	40411	40848	43003	43696	45664
3	40964	41408	43592	44295	46289
4	41518	41967	44180	44893	46913
5	42078	42533	44776	45499	47547
6	42646	43108	45380	46113	48189
7	43221	43457	45994	46735	48840
8	43753	43861	46637	47391	49499
9	44290	44540	47290	48053	50168
10	44835	45231	47952	48727	50845
11	45402	45960	48631	49432	51549
12	45975	46691	49308	50134	52252
13	46543	47420	49984	50837	52954
14	47109	48151	50660	51542	53661
15	47697	48912	51362	52276	54396
16	48294	49679	52082	53017	55139
17	48898	50459	52810	53769	55895
18	49509	51251	53549	54532	56661
19	50136	52044	54307	55308	57436
20	50763	52863	55020	56091	58221
21	51388	53699	55830	56895	59023
22	52328	54457	56589	57651	59780
23	53254	55382	57511	58577	60705
24	54316	56487	58661	59748	61921
25	55403	57618	59834	60942	63160
26	56511	58771	61032	62163	64420
27	57642	59948	62251	63405	65708
28	58792	61144	63495	64672	67025
29	59969	62368	64767	65967	68364
30	61168	63614	66063	67286	69732
31	63918	66042	68416	69718	72383
32	63987	66187	68728	70006	72548
33	65269	67507	70105	71404	73999
34	66573	68859	71506	72832	75479

Salary Schedule 2023-2024

Increase 1.035

Step	BS	BS+16	MS	MS+16	MS+32
1	40679	41121	43290	43987	45969
2	41252	41699	43899	44606	46616
3	41825	42278	44508	45226	47262
4	42398	42857	45117	45845	47909
5	42971	43435	45726	46464	48555
6	43551	44022	46344	47092	49211
7	44138	44617	46969	47727	49875
8	44734	44978	47604	48371	50549
9	45285	45396	48269	49049	51232
10	45841	46099	48945	49735	51923
11	46405	46814	49630	50433	52624
12	46991	47569	50333	51162	53353
13	47585	48325	51034	51888	54081
14	48172	49080	51734	52616	54808
15	48758	49836	52433	53346	55539
16	49367	50624	53160	54106	56300
17	49984	51418	53905	54872	57069
18	50609	52225	54659	55651	57851
19	51242	53045	55424	56441	58644
20	51891	53865	56208	57243	59446
21	52539	54713	56946	58054	60259
22	53187	55579	57784	58887	61088
23	54159	56363	58569	59669	61873
24	55117	57320	59524	60627	62830
25	56217	58464	60714	61839	64088
26	57342	59635	61928	63075	65371
27	58489	60828	63168	64339	66675
28	59660	62046	64429	65624	68008
29	60850	63284	65718	66935	69371
30	62068	64551	67033	68275	70756
31	63309	65841	68375	69641	72172
32	66155	68353	70811	72158	74917
33	66226	68504	71134	72456	75087
34	67553	69870	72559	73903	76589
35	68903	71269	74009	75381	78121

APPENDIX B-1/EXTRA CURRICULAR PAY GROUPS

GROUP 1

RHS Head Football
RHS Head Boys Basketball
RHS Head Girls Basketball

GROUP 1-A

RHS Scholastic Bowl
RHS Band
RHS Math Team
RHS Head Boys Tennis
RHS Head Girls Tennis
RHS Head Boys Track
RHS Head Girls Track
RHS Head Cross Country (boys/girls)
RHS Head Golf (boys/girls)
RHS Head Baseball
RHS Head Soccer
RHS Head Softball
RHS Cheerleading
RHS Head Volleyball
RHS Head Wrestling
NMS Athletic Director

GROUP 2

RHS Robinello
RHS Newspaper (10 editions)
RHS Asst. Varsity Boys Basketball
RHS Asst. Varsity Football
RHS Asst. Varsity Girls Basketball
NMS 7th Grade Boys Basketball
NMS 7th Grade Girls Basketball
NMS 8th Grade Grade Boys Basketball
NMS 8th Grade Grade Girls Basketball

GROUP 3

RHS Asst. Football (4 positions)
RHS Asst. Volleyball
RHS Asst. Boys Track
RHS Asst. Girls Track
RHS Asst. Softball (1 position)
RHS Asst. Cross Country
RHS Student Senate
RHS Asst. Wrestling

GROUP 3 (Cont.)

RHS Ass't Baseball (1 position)
RHS Ass't Boys Tennis
RHS Ass't Girls Tennis
RHS Assistant Soccer
NMS Band
8th Grade Boys Track
8th Grade Girls Track
7th Grade Boys Track
7th Grade Girls Track
7th Grade Volleyball
8th Grade Volleyball
NMS Intramural Director (Pro-rated per quarter)
NMS Cross Country (boys/girls)

GROUP 4

RHS Junior Dean
RHS Beta Club
RHS Drama
RHS Interact Club
RHS Key Club
NMS Cheerleading
NMS Student Senate
NMS 7th/8th Softball
NMS 7th/8th Baseball

GROUP 5

RHS Asst. Boys Basketball
RHS Asst. Girls Basketball
RHS Asst. Cross Country
RHS Asst. Softball (3rd position)
RHS Asst. Baseball (3rd position)
RHS Speech/Debate
RHS Colorguard
RHS Chorus
RHS Assistant Drama
RHS FCCLA
RHS FBLA
RHS ACES Coach
RHS Library Forum
RHS TEAMS Coach
NMS Chorus
NMS Scholastic Bowl
Elementary Music – 2 stipends

APPENDIX B-1/EXTRA CURRICULAR PAY GROUPS

GROUP 6:

RHS Senior Dean
RHS Sophomore Dean
RHS Freshman Dean
RHS Dance Squad
RHS International Club
RHS Computer Club
RHS Auto Club
RHS Pride Club
NMS Assistant Cross Country
NMS Yearbook
NMS Volunteer Club
NMS Drama/Speech
NMS Colorguard
NMS Dance Squad
NMS Beta Club
NMS Team Leaders
NMS Gifted Coordinator
LGS Gifted Coordinator

GROUP 6-A

RHS Department Heads
NMS Ass't Scholastic Bowl
NMS 6th Grade Intramural Boys Basketball
NMS 6th Grade Intramural Girls Basketball

Group 7 – Miscellaneous

Employees who fill in for a class period or part of a day shall be reimbursed at a rate of \$22.50 per period except at RHS where one four-block class is equal to two periods.

An employee who works in a supervisory capacity (supervising students) that is in addition to his/her contractual work day will be compensated at a rate of \$30.00 per hour up to a maximum of \$75.00 per day.

Homebound teaching , Saturday school, and Consulting Teacher will be reimbursed at a rate of \$30.00 per hour.

(For each year of the contract, all groups in the schedule of Appendix B-2 will be increased by the same percentage bargained for Appendix A).

Following consultation with the Association, the Board may add newly created extracurricular pay positions to the group it deems appropriate during the life of this Agreement.

Appendix B-2
 Extra-Curricular Pay 2021-2022

Group		Unit Base		Responsibility Level		Differential
RHS AD		\$993	X	12.5	=	\$12,416
1		\$993	X	9	=	\$8,940
1A		\$993	X	7	=	\$6,953
2		\$993	X	5.5	=	\$5,463
3		\$993	X	4.5	=	\$4,470
4		\$993	X	3.6	=	\$3,576
5		\$993	X	2.6	=	\$2,583
6		\$993	X	1.6	=	\$1,589
6A		\$993	X	1	=	\$993

Extra-Curricular Salaries FY2022

RHS AD	\$12,416
Group 1	\$8,940
Group1A	\$6,953
Group 2	\$5,463
Group 3	\$4,470
Group 4	\$3,576
Group 5	\$2,583
Group 6	\$1,589
Group 6A	\$993
Raise	5.00%

Appendix B-2
 Extra-Curricular Pay 2022-2023

Group		Unit Base		Responsibility Level		Differential
RHS AD		\$1,033	X	12.5	=	\$12,913
1		\$1,033	X	9	=	\$9,297
1A		\$1,033	X	7	=	\$7,231
2		\$1,033	X	5.5	=	\$5,682
3		\$1,033	X	4.5	=	\$4,649
4		\$1,033	X	3.6	=	\$3,719
5		\$1,033	X	2.6	=	\$2,686
6		\$1,033	X	1.6	=	\$1,653
6A		\$1,033	X	1	=	\$1,033

Extra-Curricular Salaries
 FY2023

RHS AD	\$12,913
Group 1	\$9,297
Group1A	\$7,231
Group 2	\$5,682
Group 3	\$4,649
Group 4	\$3,719
Group 5	\$2,686
Group 6	\$1,653
Group 6A	\$1,033
Raise	4.00%

Appendix B-2
 Extra-Curricular Pay 2023-2024

Group		Unit Base		Responsibility Level		Differential
RHS AD		\$1,069	X	12.5	=	\$13,365
1		\$1,069	X	9	=	\$9,623
1A		\$1,069	X	7	=	\$7,484
2		\$1,069	X	5.5	=	\$5,881
3		\$1,069	X	4.5	=	\$4,811
4		\$1,069	X	3.6	=	\$3,849
5		\$1,069	X	2.6	=	\$2,780
6		\$1,069	X	1.6	=	\$1,711
6A		\$1,069	X	1	=	\$1,069

Extra-Curricular Salaries
 FY2024

RHS AD	\$13,365
Group 1	\$9,623
Group1A	\$7,484
Group 2	\$5,881
Group 3	\$4,811
Group 4	\$3,849
Group 5	\$2,780
Group 6	\$1,711
Group 6A	\$1,069
Raise	3.50%

APPENDIX C

Basic Health Insurance Specifications

Lifetime Maximum	Unlimited
Hospital Benefit Level	80% PPO, 60% Non-PPO
Deductible per Calendar Year	\$500 PPO, \$1,000 Non-PPO
Medical/Surgical Allowance	80% PPO, 60% Non-PPO
Emergency Room Care	\$150 Co-pay then 100% Deductible does not apply
Maternity	\$20 Co-payment for 1 st visit then 100%
All other maternity	80% PPO, 60% Non-PPO
Out-of-Pocket	\$1,000 PPO; \$2,000 Non-PPO
Dependent Covered to Age	26
Preventive Care	100% PPO, 60% Non-PPO
Physician Office Visits	
Family Practice, Internal Medicine OB/GYN or Pediatrician	\$20 co-pay then 100% PPO, 60% Non-PPO after deductible
Specialist Visits	\$40 co-pay then 100% PPO, 60% Non-PPO after deductible
Prescription Card	Co-Pay \$10/\$20/\$35

DISCIPLINE

Both parties agree that an effective but fair method to resolve discipline problems is essential to both the schools and the well-being of the students. However, the establishment and enforcement of District policy on discipline is the sole exclusive responsibility of the Board of Education.

Since both parties realize the importance of discovering possible breakdown in the process at the earliest possible time, the following channels of communication are hereby created:

1. The Board will appoint one of its members to be responsible for providing internal communications. Any teacher who feels the District's discipline policy is not being properly administered may inform his or her building representative, who will then in turn report it in writing to the Board representative. The internal communicator, upon investigation, will see that all the Board members are informed of the incident in question. The full Board will then pursue those steps it deems necessary.
2. Should the employee feel that he/she is being discriminated against solely because of his/her use of the discipline section of this memorandum, he/she will have the right to file a grievance under Article VIII, Grievance Procedure, as contained in the negotiated contract.

MEMORANDUM OF UNDERSTANDING

The Board of Education and Administration are sensitive to the fact that elementary teachers do not have the same preparation time opportunities during the student day as enjoyed by the middle and high school teachers. The Board of Education and Administration will continue to evaluate various options to address this important issue. The Board and Administration will involve the Association in the evaluation of the various options. The intent of the Board is to provide more elementary planning time as soon as feasible.

Each fall, the administration will consult with the Association Committee to schedule parent/teacher conferences.

This Memorandum of Understanding is not a part of the parties' collectively bargained agreement and is specifically exempt from the grievance Article of that Agreement.

FOR THE EDUCATION ASSOCIATION



Co-President



Co-President

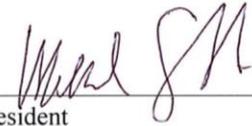


Co-Chief Negotiator



Co-Chief Negotiator

FOR THE BOARD OF EDUCATION
ROBINSON CUSD#2



President



Vice-President