

**CONTRACT BETWEEN**  
**THE BOARD OF EDUCATION OF DISTRICT NO. 6**  
**IROQUOIS COUNTY, ILLINOIS**

**AND**

**THE CISSNA PARK EDUCATION ASSOCIATION, IEA-NEA**

**2016 – 2017 SALARY**

**2016 – 2018 LANGUAGE**

## **ARTICLE I**

### **A. Recognition**

The Board of Education of District #6, Iroquois County, Illinois, hereinafter the "Board" hereby recognizes the Cissna Park Education Association, IEA-NEA, hereinafter the "Association" as the sole and exclusive bargaining representative for all regularly employed full and part-time certificated teaching personnel, hereinafter referred to as "Teacher" except Superintendent, Assistant Superintendents, Principals, and any other individual having authority in the interests of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, reward or discipline other employees within the appropriate bargaining unit and adjust their grievances, or to effectively recommend such action if the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment. The term "supervisor" includes only those individuals who devote a preponderance of their employment time to such exercising authority.

### **B. Part-Time Teachers**

Part-time teachers shall be included in the bargaining unit but shall receive pro-rata salary, pro-rata sick leave, pro-rata personal leave, and pro-rata insurance benefits. Beginning on January 1, 2016, only teachers who are contracted to work at least thirty (30) hours per week during the school year shall be eligible for any health insurance benefit. Part-time teachers shall receive no other benefits except as may be specifically stipulated elsewhere herein.

### **C. Organizational Rights**

Teachers shall have the right to organize, join, and assist the Association. Neither the Board nor the Association shall discriminate against any teacher for reason of membership or non-membership in the Association, participation in negotiation with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

## **ARTICLE II**

### **A. Use of Facilities**

The Association shall be permitted use of school facilities provided the following procedure is followed:

1. A request is made in advance and approval is obtained from the building principal.
2. Use shall not conflict with any other school activity or use or cause hardship or disruption.

3. The Association shall reimburse the District for any and all costs incurred by the District arising out of such use.

#### **B. Bulletin Boards**

A bulletin board shall be designated in each teacher lounge for Association use.

#### **C. Mailboxes**

The Association shall have access to employee mailboxes and email to distribute official Association correspondence and shall have use of the intra-district mail system provided same exists.

#### **D. Board Meetings - Right to Speak**

The Association shall have the same right to speak at board meetings as does any other member of the community or community group.

#### **E. Notice of Board Meetings**

The association President or his/her designee shall be notified of all special board meetings in the same manner and form as board members are notified.

#### **F. Board Packets**

The Association President or his/her designee shall be provided with an extended Agenda that includes old business and new business for each regular board meeting at such time as said documents are delivered to members of the board.

#### **G. Minutes of Board Meetings**

The Association President or his/her designee shall be provided with a copy of all open session board minutes within five (5) days approval.

#### **H. Right to Meetings**

Association representatives shall have the right to meet with administration or the Board on matters of concern. The Superintendent or his designee shall consult with the Association President when major clarifications of the contract are discussed with any member of the bargaining unit.

#### **I. Agreement - Distribution of**

There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

## **J. Agreement - Copies**

Within 45 days after the Agreement is signed, the Board shall prepare and transmit to the Association sufficient copies of the Agreement to allow the Association to distribute a copy to each teacher.

## **ARTICLE III**

### **A. Calendar**

The school year shall consist of not more than one hundred eighty (180) teacher responsibility days.

### **B. Work Day**

The teacher workday shall consist of no more than seven and three-fourths (7 3/4) hours per day including duty-free lunch except that teachers may be required to work a longer schedule on a given day to accommodate:

1. Faculty meetings
2. Extra duties (as provided for herein and as compensated in Appendix I-D)
3. Committee meetings
4. Special education staffings
5. Open houses
6. Conferences
7. Field trips
8. Fairs
9. Emergencies as defined by administration
10. Career nights
11. Teacher reports to the Board
12. PTO meetings

### **C. Duty-Free Lunch**

Every teacher shall be entitled to a duty-free lunch as provided for in 105 ILCS 5/24-9 of the School Code.

### **D. Assignment - Notice**

Teachers shall be notified of their tentative class and/or subject and room assignments as soon as possible. If an assignment change occurs after July 1, the teacher affected shall have the right to a conference with the Superintendent to discuss the change. If dissatisfied with the result of the conference, the teacher shall have the right to resign without penalty.

### **E. Involuntary Transfer - Notice**

A teacher shall be notified in writing of an impending involuntary transfer at the earliest feasible date.

### **F. Involuntary Transfer - Remedy**

A teacher notified of an involuntary transfer, but having objections to same, shall have the right to a conference with the Superintendent with or without representation, at the teacher's option, to discuss the transfer. If dissatisfied with the conference, the teacher shall have the right to resign without penalty.

### **G. Vacancies - Posting**

The Superintendent or his/her designee shall post in each teacher's lounge in the District each positional vacancy in the District as the vacancy occurs.

### **H. Reduction in Force**

The District shall comply with the School Code with respect to Reduction in Force. This section shall not be grievable.

## **ARTICLE IV**

### **A. Personnel Files**

There shall be only one (1) personnel file. Each Teacher shall have the right during regular business hours and upon request, to review the contents of his/her personnel file and to attach written reactions to any of its contents, provided such review does not interfere with the instructional program. Administration shall have a representative present at such review. The employee has the right to have an Association representative with him/her during the inspection of the personnel file. The teacher shall be provided a copy of any material contained in the file provided the teacher pays the regular district copying charge.

### **B. Disciplinary Appearances**

When a teacher is required to appear before the Board of Education or the Superintendent of Schools and the school attorney on a matter which might reasonably lead to the teacher's dismissal, the teacher shall have the right to have an Association representative present and the teacher shall be given at least 24 hour notice of the hearing and its purpose.

### **C. Evaluation Instrument**

No formal evaluation shall occur unless the teacher to be evaluated has first been acquainted with the evaluation instrument.

### **D. Evaluation Plan**

The teachers shall be evaluated using the evaluation plan developed by the Performance Evaluation Reform Act (PERA) Joint Committee. This plan may be amended year to year in accordance with the provisions of the Performance Evaluation Reform Act (PERA). The Building Principals will represent the Board on the PERA Joint Committee. The Association will appoint two teachers to serve on the PERA Joint Committee.

### **E. Grievances**

Any grievance filed relative to this Article shall be limited to violations of the specific procedures outlined in paragraphs A, B, and C above with proper supporting evidence. All other aspects of evaluation, including but not limited to criteria, instruments, decisions to reemploy or not reemploy, or personalities shall not be grievable.

## **ARTICLE V**

### **A. Sick Leave**

1. Each full time teacher shall be entitled to ten (10) sick leave days per year of full time teaching during their first fifteen (15) years in the District; fifteen (15) sick leave days per year of full time teaching for years sixteen (16) through twenty (20); twenty (20) sick leave days per year of full time teaching for twenty-one (21) through twenty-five (25); and twenty-five (25) sick leave days per year for each full time year of teaching above twenty-five (25) years.

Each full time teacher who has more than thirty (30) years of total teaching experience, including experience inside and/or outside of the District, shall be entitled to twenty-five (25) days of sick leave per year.

Sick leave shall accumulate to a maximum of three hundred seventy (370) days.

2. Sick Leave shall be interpreted and administered consistent with the Illinois School Code. In addition to the use of sick leave days for attendance of funerals of "immediate family " as defined by 105ILCS5/24-6, sick leave may be used for attendance of funerals of "extended family members." "Extended Family" shall include aunts, uncles, nieces, nephews, and first cousins. "Greats" and "in-laws" of the above definition shall be interpreted as part of "extended family."
3. Teachers may use sick leave to attend a non-family funeral if asked to present a eulogy, serve as a pallbearer, serve as an usher, or serve in any other capacity to

the family that is approved by the Superintendent when requested in writing to the teachers by the deceased's family. A copy of such request shall be filed with the Superintendent. With approval of the Superintendent, teachers may use sick leave to represent a professional association affiliated with school purposes when such teachers hold official capacities such as an officer in the organization.

**B. Sick Leave Accumulation - Notification**

Each teacher shall be notified at the beginning of the school year of his/her accumulated sick leave.

**C. Personal Leave**

Each teacher shall be entitled to three (3) personal leave days per year. Personal leave may be taken by notifying the Superintendent of intent to use personal leave as soon as practicable in advance of use so that substitute teacher may be obtained. The Board reserves the right to grant additional emergency leave days where need is demonstrated. Unused personal leave days shall be added to each teacher's accumulated sick leave at the end of each school year.

**D. Bereavement Leave**

Each teacher shall be allowed up to three (3) consecutive days per incident of death in their family. Leave may be taken up to and including the funeral and the teacher shall receive full pay. For purposes of bereavement leave, family shall include parents, parents-in-law, spouse, siblings, sibling's spouses, grandparents, grandparents-in-law, and children. Days taken for bereavement shall not be deducted from sick leave and shall not accumulate.

**E. Professional Leave**

The Board may grant professional leave days to teachers, including part-time teachers, who request use of such days to attend meetings, workshops, or other events, the subject matter of which would be beneficial to the District. The grant or denial of such days shall be at the sole, exclusive and absolute discretion of the Board. Such days shall be granted without loss of pay or benefits. Teachers shall complete a travel request form to obtain approval prior to making any plans to attend such activities. Vouchered expenses shall be reimbursed to the following:

- Meals:** Up to \$50.00 per day
- Mileage:** Current IRS rate per mile
- Lodging:** Up to \$125.00 per day downstate  
and up to \$175.00 per day in Chicago metro area

**Registration:** Full amount of fees

**Parking:** Full amount of fees

The Board shall not pay for membership dues that are a part of registration fees nor shall they pay membership dues that will result in the reduction in the registration fees. Teachers shall be reimbursed following the next regular board meeting following submission of receipts attached to the original travel request.

#### **F. Personal Improvement Leave**

Teachers shall be allowed to attend state and/or national workshops and conventions related to activities involving personal hobbies, civic responsibilities, outside school organizations, or crop and livestock organizations subject to the provisions and procedures of this section. Requests for such days must be made at least 30 calendar days prior to the event with a full written explanation of the nature of the request. Each teacher is limited to a maximum of three (3) school days and one event per school term. Teachers must use all unused personal days prior to being granted the use of a Personal Improvement Day. Teachers granted personal improvement days shall receive full regular pay during days missed and shall pay the district an amount equal to the established substitute teacher pay for each day missed. The maximum number of total days granted to all teachers collectively during any school term is 12. If the total requests made prior to September 15 of the current year exceeds the maximum of 12, the superintendent shall evaluate each request for substantive approval after which time the Association shall determine who shall be granted Personal Improvement Days. If requests total less than 12 total days prior to September 15, Personal Improvement Days shall be granted in the order in which the requests are received and substantively approved by the superintendent. Upon returning from personal improvement activities, teachers shall show proof of attendance at said meeting. This section shall not be grievable by the Association.

#### **G. Association Leave**

The Board shall grant the Association two (2) days district wide (i.e., one teacher, 2 days or two teachers, one day each), to attend to Association business.

#### **H. Leaves of Absence Without Pay**

Leaves of absence may be granted without pay to tenured employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months notice.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year duration may be granted to tenured teachers according to the following conditions:



1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.
2. Dates of departure and return must be mutually acceptable to the teacher and administration and determined prior to any final action on the request.
3. Leaves may be granted 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 will improve the educational program;
  - c. Military service;
  - d. Other reasons acceptable to the Board;
  - e. Maternity-Parental.
4. Employees on such leave may continue insurance benefits if they reimburse pro-rata costs of benefits for which they apply and providing the current carrier permits.
5. Employees will not advance on the salary schedule while on the approved leave of absence without pay unless working at least eighty-eight (88) days during the school year in which the leave was taken.
6. The Board may waive the above restrictions at its discretion.

### **I. Building Coordinators**

The building administrator(s) shall appoint a permanent building coordinator for each of the three grade levels to be utilized during administrative absence from the building.

### **J. Academies for Type 75 Employees**

The Board shall pay the registration cost for employees who hold general administrative Type 75 certificates to attend academies required to renew their administrative certificate not to exceed \$250 per year solely at the discretion of and written approval by the superintendent. Only employees providing quasi-administrative duties for the school district will be eligible to have their registration cost paid by the district.

## **ARTICLE VI**

**A.** A grievance shall be any claim by the Association or any teacher that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

**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, then time limits shall double and shall consist of all week days until school resumes.

### **C. Informal Resolution**

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the Grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

### **D. STEP I - Principal**

The teacher or the Association may present the grievance in writing within 30 days of the event giving rise to the grievance or the grievant's knowledge of same whichever is later to the immediately involved principal, who will arrange for a meeting to take place within eight (8) days after receipt of the grievance. The Association's representative may be present, the grievant, and the immediately involved principal shall be present for the meeting. Within eight (8) days of the meeting, the grievant and the Association shall be provided with the principal's written response.

### **E. STEP II - Superintendent**

If the grievance is not resolved at STEP I, then the grievant may refer the grievance to the Superintendent within eight (8) days after receipt of the STEP I answer. The Superintendent shall arrange with the Association representative for a meeting to take place within eight (8) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within eight (8) days of the meeting, the grievant and Association shall be provided with the Superintendent's written response.

### **F. STEP III - Arbitration**

If the Association is not satisfied with the disposition of the grievance at STEP II, the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service (FMCS), 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 II answer, then the grievance shall be deemed withdrawn.

### **G. Arbitration Zipper**

The arbitrator shall have no power to alter the terms of this Agreement.

## **H. Class Grievances**

Class grievances involving one or more teachers or one or more principals, and grievances involving an administrator above the building level may be initially filed by the Association at STEP II.

## **I. Participation - Representation**

The Board acknowledges the right of the Association grievance representative to participate in the processing of a grievance at any level.

## **J. Reprisals**

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

## **K. Release Time - Grievances**

Should the Board require that a teacher or an Association representative be released from his/her regular assignment, the teacher or Association representative shall be released without loss of pay or benefits.

## **L. Records - Grievances**

All records related to a grievance shall be filed separately from the personnel file of the teacher.

## **M. Grievance Withdrawal**

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

## **N. Failure to Respond - Grievance**

If no written decision has been rendered within time limits indicated by a STEP, then the grievance may be processed to the next step.

## **O. Expedited Arbitration**

Upon mutual agreement, the Expedited Arbitration Rules of the Federal Mediation and Conciliation Service (FMCS), shall be used instead of the Voluntary Arbitration Rules.

## **P. Arbitrator Selection**

The Board and Association shall agree to use the Federal Mediation and Conciliation Service (FMCS). The Board and Association shall use a list and choose a mutually agreed upon arbitrator.

## **Q. Arbitration Fees and Expenses**

The fees and expenses of the arbitrator shall be shared equally. Should either party request the creation of a transcript, the party shall pay the costs of the transcript, except that when both parties make such a request, the cost shall be shared equally. Each party shall be responsible for the cost of their representation.

## **ARTICLE VII**

### **A. Volunteer for Duty**

Class sponsorship and workers for events shall first be filled on a volunteer basis. If a sufficient number of volunteers fail to come forward, the District reserves the right to assign these extra duties.

### **B. Tuition Reimbursement**

The Board shall pay up to \$200.00 per semester hour for each hour of approved graduate level course work taken at a fully accredited university. The amount reimbursed will be equal to the actual amount of tuition and fees paid by the teacher up to \$200.00 per semester hour. Request for reimbursement shall be made to the Superintendent in advance. Approval of the Superintendent shall be a condition precedent to reimbursement and shall be based upon the value of the coursework to the Cissna Park School system. Payment shall be made only if the approval of the Superintendent is secured in advance and only after presentation to the Superintendent of proof of successful completion of the coursework and receipt for actual tuition paid. Teachers on leave do not qualify for tuition reimbursement benefit.

### **C. Lane Advancement**

Teachers eligible for lane advancement shall submit evidence of completion of coursework to the Superintendent prior to September 15 of any given year. Lane advancement shall be conditioned upon the approval of the Superintendent as to evidence of successful completion at an accredited university and usefulness of the coursework taken to the Cissna Park School System.

Any coursework to be considered for placement on the salary schedule at a lane beyond the Master's degree (Example: MA+15) must be completed after the date upon which the Master's degree was awarded. If a teacher has been placed at a lane beyond the Master's degree during the 1988-89 school year, this clause shall not have the effect of moving the teacher to a lane where they will receive less compensation.

Salary Schedule Lane Headings are designated in semester hours (e.g. 8 Sem. Hrs., 16

Sem. Hrs., 24 Sem. Hrs., and 15 Sem. Hrs.). For salary schedule purposes, quarter hours shall be converted to semester hours using the following ratio: One-quarter hour equals 2/3-semester hour.

The quarter hour/semester hour conversion clause does not apply to coursework completed by employees of District # 6 prior to the 1987-88 school year.

#### **D. Salary Schedule Placement**

Beginning with teachers first employed for the 1986-87 school year, the District shall grant full experience credit for previous public school teaching.

#### **E. Mileage**

Any teacher directed to use his/her vehicle for District business shall be compensated at the current IRS rate per mile.

#### **F. Insurance**

For plan year 2016, the Board shall pay the entire health insurance premium for each full-time teacher and shall pay a pro-rata health insurance premium for each part-time teacher who is scheduled to work 30 hours or more per week who select the Point-of-Service (POS) 2000 Premium Plan or a comparable self-funded plan offered by the district. During the term of this agreement, the Board retains the right to join a self-insured health insurance plan as long as benefits are comparable to the fully insured plan and the insurance network remains the same. Those staff members who stay on the Health Maintenance Organization (HMO) plan will be required to pay the difference in premiums between the POS plan and the HMO plan. Any current employees who decide to take the POS plan will not be able to select the HMO plan at a later date. All new employees will only be offered the POS plan. The Board shall pay any increase in the health insurance premiums for the POS plan over the length of the contract.

For the POS plan, the Board shall also pay up to \$1,000 of out-of-pocket expense annually once out-of-pocket expenses paid by the employee exceed \$2,000. The actual amount paid will be equal to the amount of out-of-pocket expense above \$2,000 not to exceed \$1,000 annually. In cases where the employee's copay is above \$250, the Board shall pay up to \$1,000 of out-of-pocket expense annually once the employ has paid his or her copay to Health Alliance. The actual amount paid will be equal to the amount of out-of-pocket expense above the \$250 copay not to exceed \$1,000 annually. If the Board chooses to enter a self-insured health insurance plan, any increase in the maximum out-of-pocket expense shall be split evenly between the district and teachers.

The Board shall offer a supplemental dental and vision plan at 100% cost to the employee.

When both husband and wife are employed by the district and each qualify for the insurance benefit, the two employees may request, and the board shall permit, both single

benefit amounts be combined and applied toward family group health coverage with the additional premium balance being paid through payroll deduction from one of the employees.

The Board shall provide an Internal Revenue Service Section 125 Program for the purpose of tax sheltering payroll deductions paid for family health insurance and any other insurance premium deductions approved by the board for inclusion in the program. The association agrees to designate such deductions as required by the Program administrator to be included in the maximum of seven (7) as allowed in Part I-Payroll Deduction below. The Association indemnifies the Board for any tax liabilities or penalties which may result from errors or omissions of the independent program administrator. The Association agrees to require all teachers to attend one 30 minute orientation meeting at the beginning of the year outside the school day for the purpose of explanation of the program to all eligible employees. All teachers shall sign a waiver of participation form if they choose to not participate in the Section 125 Program.

The Board shall allow any teacher to remain on the insurance policy in the event of retirement or disability according to Board Policy 4:100-Medical Insurance Participation by Retired Personnel and in compliance with COBRA. Teachers remaining on the group insurance policy during disability may participate in the Section 125 Program provided the premiums are paid by payroll deduction.

If during the term of this Agreement, a change in the rules, regulations, guidance, laws, and/or further interpretations of the Patient Protection and Affordable Care Act by the federal and/or state governments would cause the school district to pay an additional tax, penalty, fee, or cost, then the Board and Association agree to re-open the Agreement to renegotiate such affected provisions.

### **G. Insurance Review Procedure**

A committee of two (2) Board members, appointed by the Board, two (2) Association members, appointed by the Association and the Superintendent shall be selected to review the insurance program whenever it is deemed necessary by the Board or the Association.

### **H. Payroll**

Teachers shall be paid on the basis of 24 substantially equal installments. Payroll dates shall be the 15th and 30th of each month. If a payday falls on a holiday or weekend, payday shall be the last working day prior to the holiday or weekend. All employees shall be paid by direct deposit method for regular teaching duties and extra curricular assignments except irregularly paid duties such as ball games times, scorekeepers, ticket sellers, Saturday school, and other one-time payments.

## **I. Payroll Deduction**

Teachers who wish to establish a 403(b) tax sheltered annuity must choose from the approved providers listed in the District's Written 403(b) Plan. At the start of each school year, the Association may request a change or addition to the list of approved providers. The list of approved providers may be updated no more than once annually through official action by the Board. New providers must meet all new 403(b) guidelines established by the Internal Revenue Service, must accept direct electronic fund transfers as method of payment, and must complete all required paperwork provided by the District's 403(b) third party administrator. No more than seven (7) annuities may be listed at any one time in the District's Written 403(b) Plan.

## **J. Teacher Retirement Shelter**

The Board shall pay during the term of this Agreement as a benefit for the teacher the required contribution not to exceed 9% under 40 ILCS 5/16-152 (TRS Required Contribution) as per the "Salary Add-on-Method." The amount to be paid shall not exceed 9.8901% of the salary indicated on the salary schedule, the extra duty schedule, and any retirement incentives provided by the District.

## **K. Jury Duty**

Any teacher called for jury duty or subpoenaed to testify in court on a matter to which s/he is not a party, shall suffer no loss of pay or benefit by reason of such service or testimony. The teacher shall submit any payment received for such service, exclusive of mileage of expenses, to the District. Or in the event the teacher fails to do so, the District may deduct such amount from the teacher's pay.

## **L. Dues Deduction**

The Board shall deduct from each teacher's pay the current dues of the Association provided the teacher has an annual authorization provided by the Association which has been submitted in writing to the District by September 1 or within 15 days of initial employment whichever is later. The District is expressly relieved of all dues deduction liability with regard to:

1. Insufficient earnings to cover deduction;
2. Unpaid dues in arrears when the District has complied with its deduction responsibilities;
3. The dues of teachers no longer employed by the District or on leave of absence.

Collected dues shall be remitted to Association within ten (10) working days after the deduction.

## **M. Salary Information**

By October 15 of each school year, the Board shall furnish to each teacher, in writing, the following information:

1. Year on salary schedule;
2. Education credit on salary schedule;
3. Number of Federal and State tax exemptions;
4. Additional tax to be withheld;
5. Annuities to be deducted;
6. Basic salary;
7. TRS deducted from salary;
8. Taxable salary;
9. Other deductions from salary;
10. Paycheck amounts.

The Board shall furnish said information in the form of the paycheck stub and the teacher's master computer file printed from the computer.

## **N. Reduction of Track Coaching Staff**

If it is determined by the administration that only one coach is needed for both boys and girls Junior High Track, one coach will be appointed by the administration prior to the beginning of the season and compensation for the one coach to coach both boys and girls will be at a rate of 1.25 times the individual coach's compensation rate on the salary schedule.

## **O. Reduction of Assistant Coaching Staff**

If it is determined by the administration that only one coach is needed for certain athletic teams, the head coach will be appointed by the administration prior to the beginning of the season and compensation for the one coach will be at the rate of 1.25 times the head coach's compensation rate. To qualify for the extra compensation, the number of athletes in the program must meet or exceed the minimums established by activity and specified in this section. The qualifying athletic teams and minimum participation levels are as follows:

High School Boys Basketball	15 and above
High School Boys Baseball	20 and above



High School Girls Volleyball	15 and above
High School Girls Basketball	15 and above
Junior High Boys Basketball	15 and above

The Board and Administration retain the sole right to determine whether any or all of the extra duty positions shall be assigned.

**P. Non-Coaching Athletic Director**

If after coaching assignments are completed by the Board for a school year, the Unit Athletic Director is not assigned to any paid coaching duties, the rate of compensation for the Athletic Director shall be at a rate of 1.25 times the compensation level stated in this agreement. In this capacity the Athletic Director shall attend and be responsible for supervision of all home and away interscholastic athletic contests as assigned by the administration. The Athletic Director shall be reimbursed for approved mileage related to his duties as Athletic Director.

**Q. Co-Sponsors Pay**

When the superintendent approves the assignment of two sponsors to fill an activity in which only one sponsor is listed on the Extra Duty Unity Pay Schedule, the pay for the higher experienced sponsor shall be calculated by deducting one-half of the stipend of the lower experienced sponsor from the full stipend of the higher experienced sponsor. The lower experienced sponsor shall receive only one-half of a stipend. In no case, shall the cost of both stipends exceed the cost of the full stipend of the higher experienced sponsor.

**R. Website Coordinator Pay**

If the business education teacher employed by the district is not assigned the responsibility of website coordinator by the superintendent, then the staff member who fulfills the duties of website coordinator will be paid at the rate of the old junior high cheerleading sponsor position.

**S. Agriculture Education Teacher Extended Contract Pay**

If Senate Bill 2975 becomes law, the Agriculture Education Teacher will be given five (5) additional days of extended contract pay.

**T. Retirement Incentive**

1. Notice of Retirement

If a teacher gives the Board an irrevocable notice of retirement by September 1<sup>st</sup> three (3) years prior to the year he/she is first eligible for full retirement, whereby the District is not required to make an Early Retirement Option (ERO) contribution to TRS, the Board shall pay him/her a four percent (4%) retirement incentive, inclusive of any other increases in compensation for each of his/her remaining three years of

ERO contribution-free service. Any notice given after this date will result in the teacher only receiving three percent (3%) increases for up to his/her final three (3) years of ERO contribution-free service.

## 2. Calculation of Retirement Incentive

Once a teacher submits an irrevocable notice of retirement by September 1<sup>st</sup>, the teacher shall be removed from the salary schedules contained in Appendix 1A, B, and C and extra duty pay schedules Appendix 1D, E, and F of this Agreement and any other compensation clauses of this Agreement that yield Teacher Retirement Service (TRS) creditable earnings for the teacher. All calculations for salary increases will be based on the Teachers' Retirement System (TRS) creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the teacher submits an irrevocable notice of retirement, in no case will the teacher's TRS creditable earnings increase exceed four percent (4%) of the previous year.

If after submitting an irrevocable notice of retirement the teacher resigns from or is dismissed from activities covered in Appendix 1D, E, and F of this Agreement, the retirement incentive for the teacher will be recalculated accordingly. Any teacher on an extended contract (over 180 days) that is a result of an inter-district agreement between the District and another agency whose extended contract is reduced or eliminated due to changes or non-renewal of the inter-district agreement shall have their incentive recalculated accordingly.

The Board retains the sole right to assign teachers to extra duties for which TRS creditable earnings are paid including but not limited to class sponsorships and any other duties that are assigned based on volunteer basis during the teacher's years of service used to calculate final annual earnings for the basis of determining TRS pension.

## 3. Eligibility and Application Procedure

To qualify for the Retirement Incentive, the teacher shall have taught a minimum of twenty-seven (27) years in public schools subject to state teacher pension statutes and a minimum of fifteen (15) years in the Cissna Park Unit # 6 District. In addition, the teacher must meet one of the following conditions listed as a., b., or c. below:

- a. The teacher qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-five (35) years of upgraded TRS creditable service.
- b. The teacher qualifies to receive a full pension annuity by reason of being at least fifty-five (55) years of age and having attained thirty-eight (38) years of non-upgraded TRS creditable service.

- c. The teacher becomes sixty (60) years of age by July 1 of a school year and has five (5) or more years TRS creditable service.

Teachers retiring with an effective date prior to the end of any school term shall not qualify for the Retirement Incentive. To apply for the Retirement Incentive, the teacher must submit an irrevocable letter of resignation from all employment duties with the District by September 1<sup>st</sup>, which must be accompanied by a Teacher Retirement Service member requested, "Personal Statement of Benefits", and a "Benefits Estimate" confirmation of total years of service.

The application shall not be deemed complete by September 1<sup>st</sup> if the District does not receive all of the following three required items by the September 1<sup>st</sup> deadline:

1. Irrevocable Letter of Resignation from all employment duties
2. Teacher requested TRS "Personal Statement of Benefits"
3. Teacher requested TRS "Benefits Estimate"

4. Method of Payment

The retirement incentive shall be paid annually over 24 pay periods as provided in Appendix 1N "Payroll" of this agreement. All applicable deductions shall be made that are required by federal, state, and local statutes.

## **R. Music Solo/Ensemble Assistants**

If in the judgment of the Superintendent the number of junior high or senior high solo and ensemble entries exceeds the number manageable for the music director(s) to accompany, the superintendent shall authorize the use of extra personnel under the supervision of the music director(s) to provide accompaniment in preparation for and during contest at the rate of \$5 per entry (an ensemble consisting of 2 or more students is considered one entry).

## **S. Fair Share**

1. Each employee, 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 on the Association, including local, state, and national dues.
2. In the event that the employee does not pay his/her fair share fee directly to the Association by November 1 of the school year, the Board shall deduct the fair share fee from the wages of the non-member.

3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. 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:
  - a. The Employer give immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
  - b. The Employer give full and complete cooperation to the Association and it's counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and cost imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bon-a-fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, 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 on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Education Labor Relations Board.

## **ARTICLE VIII**

### **A. Conformity of Contracts**

No agreement, understanding, consideration or interpretation which alters, varies, waives or modifies any of the terms or conditions contained herein shall be made with any teacher or group of teachers, or by the Board of any of the Board's agents or representatives, unless it has been made, ratified and agreed to in writing by the Board and the Association or a successor duly recognized bargaining agent.

### **B. No Strike - No Lockout**

Neither the Association nor any teacher acting individually or in a group shall engage in any strike during the term of this Agreement. Neither shall the Board or its agents lockout any employee or group of employees during the term of this Agreement.

### **C. Savings Clause**

Should any article, clause, or segment of this Agreement be declared illegal or impermissible by a body of competent jurisdiction, that article, clause, or segment shall be stricken from the Agreement to the extent of its illegality or impermissibility. All other sections of this Agreement shall remain in full force and effect.

### **D. Complete Understanding**

This Agreement represents the full and complete understanding of the parties.

### **E. Effect of Agreement**

Any individual contract between the Board and teacher heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **F. Conformity of Policy**

The Board shall, within 60 days of ratifying this Agreement, delete, amend, or modify all Board policies which are not consistent with this Agreement.

### **G. Duration**

This Agreement shall be in full force and effect beginning with the first day of the school year 2016-2017 and shall remain in effect through and including the last day before the first day of school year 2017-2018 for salary and 2018-2019 for language.

### **H. Waiver of Additional Bargaining**

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2016.

In Witness Thereof:

For the Cissna Park Education  
Association, IEA-NEA

For the Board of Education  
Community Unit School  
District # 6, Iroquois County

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## **NOTES TO EXTRA DUTY PAY SCHEDULE**

1. No outside experience shall count as credit for placement on the Extra Duty Pay Schedule. The Board retains the right to pay above the negotiated amount if in the judgment of the Board it must do so to employ a candidate the Board wishes to attract or retain.
2. Assistant or junior high coaches, coordinators, sponsors, etc. shall receive full credit for all years served as they become promoted or are moved to other levels of the same activity.
3. Coaches who move to a different sport shall receive one-half year of credit for each year they served as coaches in other sports at any level.
4. Coaches who move on to athletic director shall receive one-half year of credit for each year served in coaching areas at any level.
5. No extra duty personnel shall be required to take a cut in pay due to the new contract (hold harmless).