

COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF EDUCATION

Of Community Unit School District No. 2

And

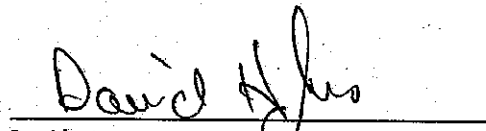
Community Unit No. 2 Teacher's Association
(for the years 2013-14 through 2015-16)

For: Board of Education
Of Community Unit
School District No. 2

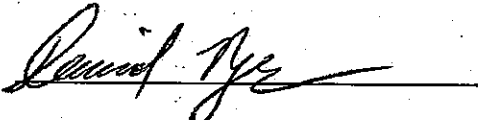
For: Community Unit No. 2
Teacher's Association



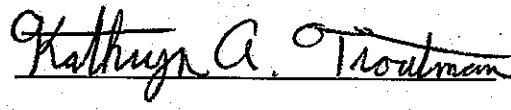
President



President



Secretary



Secretary

5/29/13

Date Signed

5/30/13

Date Signed

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ARTICLE 1

PURPOSE

- 1.1 This agreement between the Board of Education of Community Unit School District No. 2, LaSalle County, Illinois and the Community Unit No. 2 Teachers' Association, affiliated with the Illinois Education Association and National Education Association, incorporates a number of understandings which derive from the parties' mutual belief that each pupil is entitled to an education of the highest quality and the Board and the Association recognize that they have a common responsibility to work together toward the achievement of this goal. The Board and Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board and the Association. It is the intent of both parties that the relationship that results from this agreement be one of good faith and mutual respect.

ARTICLE 2

RECOGNITION

- 2.1 The Board of Education of Community Unit School District No. 2, LaSalle County, Illinois, hereinafter the "Board", hereby recognizes the Community Unit No. 2 Teachers' Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative for all regularly employed certificated classroom teaching personnel, including such employees employed on a part-time basis; but specifically excluding teacher aides, substitutes, other non-classroom personnel, the superintendent, principals, and any other personnel with the right to hire or fire or the implied right to effectively recommend hiring or firing.
- 2.2 The Board agrees not to enter into contract negotiations in regard to hours, wages, and working conditions with any individual, group or organization of teachers covered by this agreement, other than its negotiations representatives for the duration of this agreement. Nothing herein shall preclude individuals or other organizations from presenting their views and recommendations to the Board or administrative staff at any time.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 DEFINITION

- 3.1.1 A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misrepresentation, or misapplication of the specific provisions of this Agreement.

3.2 PURPOSE

- 3.2.1 Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

3.3 REPRESENTATION

- 3.3.1 The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

3.4 TIME LIMITS

- 3.4.1 A grievance must be filed within ten (10) days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step of the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.
- 3.4.2 During the school term, time limits shall consist of teacher employment days. Between school terms, time limits shall consist of days when the administration office is open.

3.5 CONSTRAINTS

- 3.5.1 Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption of the instructional program of the grievant or of the District's employees.
- 3.5.2 Failure of a grievant or the Association to act on any grievances within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
- 3.5.3 If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, the District shall not be required to process the same claim or set of facts through the grievance procedure.

3.6 PROCEDURE

3.6.1 STEP ONE

It is desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor.

3.6.2 STEP TWO

If the complaint cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the immediate supervisor, who shall verify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The filing of the formal, written grievance must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The

supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance.

3.6.3 STEP THREE

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the grievance, the Superintendent or his designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor.

3.6.4 STEP FOUR

In the event a grievance has not been satisfactorily resolved at the third step, the grievant shall file, within ten (10) days of the Superintendent's written decision at Step Three, a copy of the grievance with the Board of Education. Within thirty (30) days after receipt of the grievance, the Board shall meet with the grievant to resolve the grievance. The Board or its designee shall file an answer within ten (10) days of the fourth step grievance meeting and communicate it in writing to the grievant and the Superintendent.

3.6.5 STEP FIVE

If the grievance is not satisfactorily resolved at Step Four, the grievance shall proceed to binding arbitration. The Association shall submit to the Superintendent a written request on the behalf of the Association and the grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Step Four answer.

3.6.5.1 Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the Arbitrator. Expenses for the Arbitrator's services shall be borne equally by the Board and the Association.

3.6.5.2 The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

3.7 BYPASS

Any step of the grievance procedure may be by-passed and the grievance brought directly to the next step if both parties agree.

3.8 GRIEVANCE WITHDRAWAL

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

3.9 GRIEVANCE FORM

The form to be used to file a grievance is included as Appendix 1.

ARTICLE 4

NO STRIKE

- 4.1 No employee covered by the Agreement, nor the Association, shall engage in, authorize, or instigate any strike against the Board during the term of this Agreement. Likewise, the Board shall agree not to engage in a lockout during the term of this agreement, provided that the Board's exercise of its rights to close schools because of insufficient funds, to reduce the number of teachers, to discharge tenured teachers for cause, and/or refuse to renew the contract of a non-tenured teacher, shall not be construed as a lockout.

ARTICLE 5

VACANCIES AND VOLUNTARY TRANSFERS

- 5.1 Currently employed teachers in the bargaining unit who apply for vacant positions within the district shall submit their written applications to the Superintendent, who shall acknowledge in writing the receipt of all such applications.
- 5.1.1 An applicant not selected may request a conference with the administrator(s) with whom he/she interviewed and/or applied. At this conference, the reasons for the selection of another candidate will be given.
- 5.2 Positions temporarily filled with temporary teaching personnel to avoid undue disruption of the educational program are considered vacant positions within the district. As such, these vacancies are subject to the above procedures.

ARTICLE 6 - REDUCTION-IN-FORCE/SENIORITY POLICY

6.1 Definitions

- 6.1.1 Teacher is defined under this Article as an employee regularly required to be certified under The School Code, including administrators and employees holding school service personnel certificates.
- 6.1.2 Teacher Service shall be deemed to include service in both teaching and administrative positions.
- 6.1.3 Legal Qualifications or Legally Qualified includes all statutory and regulatory prerequisites for teaching service in a specific position, including the certification requirements of Article 27 in The School Code, the academic experience requirements of the State Board of Education Document No. 1 (or its successor or supplementary regulations), and any additional job description qualifications for the position established on or before May 10 prior to the school year during which the sequence of dismissal list is determined under Section 7.2.
- 6.1.4 Seniority shall be defined as follows:
- 6.1.4.1 Total years of continuous teaching service in the School District; provided, however, that less than full-time service shall be computed on a pro-rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- 6.1.4.2 If the years of total continuous teaching service with CUSD #2 are equal between two or more teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in (1) above.
- 6.1.4.3 If the years of total teaching service with CUSD #2 are equal between two or more teachers, then seniority shall be determined by other factors selected by the Board of Education. These include, in order, (1) the date on which employment was approved by vote of the Board of Education, (2) National Board Certification, (3) the total number of areas of certification, (4) the level of education, and (5) teaching service outside CUSD #2.
- 6.1.4.4 If two or more teachers remain equal after application of the factors set forth in (3) above, then seniority shall be determined by lot.
- 6.1.5 Vacant or Open Position is deemed under this Article to include all full-time and part-time teaching positions, but does not include any substitute position or any short-term position becoming vacant because of leaves, whether paid or unpaid, of less than ninety (90) days duration.

6.2 Sequence of Dismissal List Procedures

At least 75 days before the end of each school term, the Superintendent shall establish, in consultation with the SEA, and distribute to the SEA President(s) copies of a Sequence of Honorable Dismissal list ("SOD List"), categorized by teaching positions and the RIF groupings set forth in Section 5/24-12 of The School Code. Each teacher must be categorized into one or more positions which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established in a District job description. The District may move teachers from RIF group one into another RIF grouping during the period of time from 75 days until 45 days before the end of the school term.

6.3 Reduction-in-Force and Recall Procedures

If the Board's decision to decrease the number of teachers employed or to discontinue some type of teaching service requires the RIF dismissal of teachers, the Board shall dismiss teachers

in the position(s) affected by the RIF in order of the teachers' RIF grouping, with teachers in RIF grouping one dismissed first and teachers in RIF grouping four dismissed last.

The sequence of dismissal within grouping one is at the District's discretion. Within RIF grouping two, teachers with the lowest average performance evaluation ratings based upon the teacher's previous two performance evaluation ratings will be dismissed first. Within RIF groupings three and four, the teacher with the shortest length of continuous District teaching service as defined by Section 7.1(d) shall be dismissed first.

Teachers dismissed shall receive notices of honorable dismissal at least 45 days before the end of the school term in accordance with the requirements of Section 5/24-12 of The School Code. In addition, the Board shall hold a public hearing on the question of its dismissals prior to approving any reduction-in-force of teachers in which the number of proposed honorable dismissal notices exceeds five (5), or 150 per cent (150%) of the average number of teachers honorably dismissed in the preceding three (3) years, whichever is more.

Neither this reduction-in-force provision nor a teacher's tenure shall preclude the Board, in its discretion, from assigning or transferring teachers to positions for which they are legally qualified. If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following its reduction-in-force, the Board shall tender the vacant position to the honorably dismissed teachers in RIF groupings three or four who are legally qualified to hold the position in inverse order of RIF dismissal. Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the tenured teacher did not teach shall not be counted toward seniority.

To be eligible for recall, an honorably dismissed teacher must provide the Board of Education, in writing prior to the last day of the school term of dismissal, with the address where the teacher may be reached. The teacher must also notify the Board of Education in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position tendered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. Any teacher who rejects an offer of a full-time vacant position shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

ARTICLE 7

WORK DAY AND WORK HOURS

- 7.1 All teaching personnel shall be in their assigned buildings fifteen minutes before school starts and after school is dismissed for the purpose of fulfilling their professional responsibilities, with the exception of other professional responsibilities or extra-curricular assignments outside the normal work day which require their presence (i.e. freshmen orientation, parent teacher conferences). Any request for waiver of this rule shall be made to the building principal.
- 7.2 Teachers will not leave school for non-school business except during their assigned duty free lunch period unless prior permission is granted by the administration.
- 7.3 All bargaining unit members shall be entitled to unassigned planning and preparation time excluding ½ hour duty free lunch. All unassigned planning and preparation time must occur during student attendance hours.

ARTICLE 8

GENERAL RIGHTS

- 8.1 Except in emergency situations, the President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board together with a copy of the tentative agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting.
- 8.2 Copies of all Synopses of Board minutes, approved by the CUSD #2 Board of Education, will be available on-line via the CUSD #2 website within three days of approval.
- 8.3 The Board and the Association agree to share public financial information and any reasonable other information which may be necessary for the processing of a grievance or complaint.
- 8.4 Names and addresses of newly hired teachers shall be provided to the Association as soon as available and only with the consent of the teacher. The form to be used for this is Appendix 2.
- 8.5 The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided and located in a faculty work area in each building. The building principal shall have the right to remove objectionable materials at his or her discretion.
- 8.6 The Association shall have the right to reasonable use of the district mail service and mailboxes for communication purposes.
- 8.7 The Association shall be granted not more than four (4) school days of release time each school term for the purpose of conducting Association business. The release time shall be without loss of salary or leave credit providing that the Association shall reimburse the district for the cost of the substitute for the teacher. Full-day release time may be used by no more than one (1) member at a time, and half-day release time may be used by no more than two (2) members concurrently. A written notification shall be submitted to the Superintendent by the President of the Association in ample time for a substitute teacher to be found.
- 8.8 The Association and its members shall have the right to use school buildings for meetings. The Association and its members shall have the right to use school equipment, providing that such use shall not interfere with normal school operations, and provided that all cost incurred for supplies are paid. Such use as described above shall be subject to notification and availability as verified by the building principal, or Superintendent.
- 8.9 All teachers who are not members of the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall be required to pay to the Association a fair share fee for services rendered except that teachers employed after the beginning of the school term or who end employment before the school term ends will pay fees proportionate to the percentage of the year employed. If the fair share fee is not paid directly to the Association, the payment shall be deducted by the Board from the earnings of the non-member teacher in the same manner as Association dues deductions are made from members and paid to the

Association within ten (10) days following the deductions. The obligation to pay a fair share fee will not apply to any teacher who, on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such teacher is a member, objects to the payment of a fair share fee to the Association. Such teachers shall be required to pay an amount equal to the fair share fee to a non-religious charitable organization mutually agreed upon by the teacher and the Association. Acceptable non-religious charitable organizations include, but are not limited to the following:

1. American Cancer Association
2. American Red Cross
3. Easter Seal Society
4. Illinois Epilepsy Association
5. Illinois Heart Association
6. Illinois Lung Association
7. Juvenile Diabetes Foundation
8. March of Dimes
9. Multiple Sclerosis Society
10. Muscular Dystrophy Association
11. United Cerebral Palsy
12. United Way Palsy

If the teacher and the Association are unable to agree on a charitable organization, the Illinois Educational Labor Relations Board may establish an approved list of charitable organizations to which such payment may be made. The Association shall indemnify and hold harmless the Board from and against any and all claims, demands, actions complaints, litigation, or other forms of liability that may arise out of compliance with this provision of the agreement or in reliance on any list, notice, certification, or affidavit furnished under this provision, provided:

- (A) The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party as it so desires; and
- (B) 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.

8.10 The President of the Association shall be provided with one copy of the Board meeting agenda as soon as possible prior to the scheduled time of the Board meeting.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and Board of Education which are not specifically limited by the express language of this Agreement, are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of the Agreement.

ARTICLE 10

BOARD – TEACHER – ADMINISTRATOR DISCUSSION COMMITTEE

- 10.1 One teacher representative from each attendance center, one principal, President of the Association, Superintendent, and one or more board members may meet at least once during each semester to discuss concerns and ideas. Members of the committee shall be selected by the Superintendent of Schools in consultation with the President of the Association. The Board President, Association President, or Superintendent may request a meeting of the committee.

ARTICLE 11

TEACHER EVALUATION

- 11.1 In an effort to continue to work toward excellence in education and constant improvement of instruction, teachers in contractual continued service shall be evaluated according to the procedures set forth in this article and appropriate appendices.
- 11.2 The primary responsibility for the evaluation of the work of any teacher shall rest with the building principal. Itinerant teachers shall be notified in writing as soon as possible of the name and position of the appropriate evaluator(s) for them.
- 11.3 Only evaluators who have received the state provided in-service training may evaluate teachers.

11.4 EVALUATION PROCESS

Each teacher will receive as soon as possible after the opening of school an explanation of the evaluation process for his/her job classification, including a copy of the job description, the evaluation instrument to be used, the criteria and indicators for competency performance, and summative evaluation ratings of "excellent," "proficient," "needs improvement," and "unsatisfactory."

All teachers in contractual continued service will be evaluated at least once every two years based upon the performance of his/her job description.

Non-classroom teaching personnel in contractual continued service will be evaluated at least once every two years based upon the performance of his/her job description.

The evaluator(s) will meet with the individual evaluated to discuss the evaluation. The individual may request further written explanation by the evaluator(s) before signing the evaluation form. An individual may write a response to the most recent evaluation form and submit it to the evaluator(s) who will sign the response indicating he/she has read it and attach it to the evaluation instrument.

11.5 FORMAL OBSERVATION

A teacher's formal evaluation observation shall not be less than thirty (30) minutes in length. The evaluator shall notify the teacher not less than one day prior to the observation of the date and time of the observation. Formal observations shall be conducted between the beginning of the school term and the first day of May unless required by a redemption program. This section pertains to a formal observation program of teaching performance and nothing herein shall be construed as prohibiting or

limiting the normal day-to-day observation and evaluation of a teacher's overall performance as a district employee or the possibility of additional classroom observations not subject to the restrictions of this section.

The evaluator shall meet with the teacher to discuss the observation and provide the teacher with written comments concerning each formal observation as soon as reasonably possible. During such conference the evaluator and teacher will discuss and review the data recorded during the observation. The evaluator must provide specification on the teacher's strengths and/or weaknesses and must give supporting reasons for the comments made. The teacher may request further written explanation by the evaluator before signing the observation report. A teacher may write a response to the most recent observation report and submit it to the evaluator who will sign the response indicating he/she has read it and attach it to the observation report.

11.6 Any teacher may request the assistance of an evaluator in developing a program to improve his/her skills. The program should be formulated with at least one follow-up conference to discuss the progress of the program.

11.7 **UNSATISFACTORY EVALUATIONS:**

Within thirty (30) days after a tenured teacher is given an "unsatisfactory" summative evaluation rating, the school district must develop and begin a remediation plan to correct the deficiencies considered remediable and cited in the summative evaluation.

The evaluator will develop a remediation plan for review by the teacher and consulting teacher. The plan will identify the specific area(s) needing improvement, provide recommendations for improvement, indicate assistance that will be provided, and establish an improvement timetable. A copy of the remediation plan will be given to the remediating teacher, the consulting teacher, and the Superintendent.

The evaluator will conduct evaluations and ratings of the remediating teacher after 45 and 90 school days of the 90-school day remediation period immediately following receipt of the remediation plan in accordance with Section 5/24A-5 of the Illinois School Code. Each evaluation will be followed by a follow-up session of the evaluator, remediating teacher, and consulting teacher for the purpose of discussing progress, continuation of the remediation plan, and making written revisions to the remediation plan when necessary.

Consulting teacher(s) shall be available and utilized based upon the following provisions:

- (A) A consulting teacher will be agreed upon by the remediating teacher, evaluator, superintendent, and agreement by the consulting teacher. The consulting teacher must have at least five (5) years' teaching experience, a reasonable familiarity with the assignment of the teacher being evaluated, and received an "excellent" rating on his/her most recent evaluation.
- (B) The consulting teacher shall provide advice to the remediating teacher on how to improve teaching skills and to successfully complete the remediation plan.
- (C) The consulting teacher will participate in the follow-up conference of the quarterly evaluations with the evaluator and remediating teacher.

- (D) The consulting teacher shall be released for the necessary amount of time agreed upon by the remediating teacher, evaluator, and consulting teacher to perform his/her role as a consulting teacher. A consulting teacher shall suffer no loss of preparation time. It is realized that the amount of time required of a consulting teacher is dependent upon the area(s) under remediation. Any teacher who successfully completes a remediation plan and obtains a summative rating equal to or better than "proficient" in the school year following the "unsatisfactory" rating will be returned to the regular evaluation schedule. Any teacher who does not successfully complete the remediation plan shall be dismissed in accordance with Section 24-12 or 34-85 of The School Code.

ARTICLE 12

LEAVES

12.1 SICK / PERSONAL LEAVE

The Board of Education shall grant their full-time teachers sick leave provisions in the amount of fourteen (14) days of full pay in each school year, two of which may be used as personal days. After ten (10) years of continued service to the District, the Board of Education shall grant their full-time teachers sick leave provisions in the amount of seventeen (17) days of full pay in each school year, two of which may be used as personal days. After twenty (20) years of continued service to the District, the Board of Education shall grant their full-time teachers sick leave provisions in the amount of twenty two (22) days of full pay in each school year, two of which may be used as personal days. If any such teacher or employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of 350 days at full pay, including the leave of the current year. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Board of Education may require a physician's certificate, or if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

For the purpose of serious illness in the immediate family, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents-in-law, legal guardians, aunts, uncles, nieces and nephews.

12.2 PERSONAL LEAVE

Each full-time teacher shall be entitled to use two (2) days of sick leave each year without loss of pay for personal matters which cannot reasonably be handled during non-school days or hours. Unused personal leave shall accumulate to a maximum six (6) days. Such leave, if used, shall be deducted from sick leave. Written application for such leave shall be made to the superintendent or his designee at least two (2) teacher employment days prior to the desired onset of such leave, provided that in an emergency such application may be made at a later time with an explanation of such emergency. Such leave shall not be granted on a teacher employment day immediately preceding or following a school vacation, holiday, or recess period, nor on any scheduled in-service, institute or records day. Personal leave shall not be available for work stoppage of any kind or for recreation.

In extraordinary and exceptional circumstances, the Superintendent may grant personal leave outside the foregoing limits at his sole discretion and any such action shall not be appealable or precedential in any respect.

- 12.3 Any teacher called for jury duty during working hours or who is subpoenaed to testify during working hours in any school related judicial matter or who shall be asked to testify in an arbitration or fact-finding hearing as a result of a grievance against this contract, shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage. Daily rates received for such duties shall be reimbursed to the District only for those working days when the teacher was absent and do not include any compensation received for food or travel.
- 12.4 Bereavement leave shall be granted due to a death, other than in the immediate family or household, which personally affects the employee. Bereavement leave shall be deducted from sick leave.

Article 13

HEALTH AND LIFE INSURANCE

- 13.1 The Board shall pay the premium for full-time teachers for individual coverage from a group health/life insurance program selected by the Board.
- 13.2 Less than full-time teachers shall have an amount paid toward the group health/life insurance program in direct proportion to the percent of time that the teacher is employed.
- 13.3 If the insurance plan guaranteed by 13.1 becomes unavailable or if the Board determines that expense factors necessitate coverage change, then the Board shall inform the Association of those said expense factors. The Board shall select at least two (2) options for a new plan and present those options to the Association for final selection.
- 13.4 Any member of the bargaining unit that elects not to be part of the group health/life insurance program as offered by the Board shall forfeit any claims against the Board for payment of any losses incurred by the individual. In the event any member seeks re-admission to the group health/life insurance program, that member shall in addition meet all eligibility requirements as shall be included in the contract which the Board shall have with the company issuing that policy in force.

ARTICLE 14

SALARY

- 14.1 The Base Salary for August 20, 2013 – August 19, 2014 shall have an index salary of 1.00 = \$39,198.00.
- 14.2 The Base Salary for August 20, 2014 – August 19, 2015 shall have an index salary of 1.00 = \$39,786.00.
- 14.3 The Base Salary for August 20, 2015 – August 19, 2016 shall have an index salary of 1.00 = \$40,980.00.

- 14.3 The School District shall remit 9.5% of the total teacher's compensation as determined from the salary schedule and the schedule for out-of class responsibilities to the Illinois Teacher's Retirement System (9%) and the Teachers' Health Insurance Security Fund (.5%) and reduce the teacher's compensation by the amount of the remittance. The 9.5% "sheltered" amount, although designated as employee compensation to the Retirement System and the Teachers' Health Insurance Security Fund, shall be paid by the District in lieu of contributions by the teacher.

Should any additional obligations for retirement contributions result from the District's assumption of the teacher's contribution, it shall be paid by the teacher.

Any possible future costs resulting from decisions which may be made by the Internal Revenue Service or the Illinois Teachers' Retirement System shall not result in claims against the District. The Community Unit School District No. 2 Teachers' Association and individual teachers shall hold the District harmless from any claims or liabilities arising from the District's payment of teacher's retirement contributions.

- 14.4 All hours earned and credited toward movement on the Salary Schedule shall be approved by the Superintendent prior to enrollment in the course or workshop.
- 14.5 Movement on the salary schedule shall be limited to one (1) vertical step during each year of employment.
- 14.6 Movement on the salary schedule shall be limited to one (1) horizontal step during each year of employment.
- 14.7 Any newly employed teachers shall be placed in the educational column appropriate to his/her earned degree(s) and additional education-related hours. The teacher shall be placed at the appropriate experience level step unless the teacher agrees in writing to placement at a lower experience level step. Once placed, the teacher shall follow the regular advancement procedures.
- 14.8 Both the Board and Association recognize the special nature of extended contracts in regard to work day, work hours, and salary.
- 14.9 In each of the last four (4) years prior to a teacher's retirement from CUSD #2, a teacher's salary will be capped at a six percent (6%) increase in yearly earnings reported to the Teacher's Retirement System of the State of Illinois. In addition, if necessary, the Board of Education reserves the right to amend a teacher's earnings reported to the Teacher's Retirement System the last four (4) years of service to be no more than six percent (6%) over the previous year. If a teacher does earn over the six percent (6%) limit, the District will compensate the teacher after their retirement and their last regular payment from the District.
- 14.10 A teacher who attains a Master Teacher designation through the National Board Certification Program shall be granted movement of one (1) vertical lane change on the salary schedule for two consecutive years following such designation. The staff member may also move down a step per year if the lane change to the right puts them in a lane with more steps than their previous lane.

14.13 Index Schedule

	B.S.	+8	+16	+24	M.S.	+8	+16	+24	Adv. Dgr*
0	1.00	1.025	1.05	1.075	1.10	1.125	1.15	1.175	1.20
1	1.05	1.075	1.10	1.125	1.15	1.175	1.20	1.225	1.25
2	1.10	1.125	1.15	1.175	1.20	1.225	1.25	1.275	1.30
3	1.15	1.175	1.20	1.225	1.25	1.275	1.30	1.325	1.35
4	1.20	1.225	1.25	1.275	1.30	1.325	1.35	1.375	1.40
5	1.25	1.275	1.30	1.325	1.35	1.375	1.40	1.425	1.45
6	1.30	1.325	1.35	1.375	1.40	1.425	1.45	1.475	1.50
7	1.34	1.375	1.40	1.425	1.45	1.475	1.50	1.525	1.55
8	1.38	1.425	1.45	1.475	1.50	1.525	1.55	1.575	1.60
9		1.465	1.50	1.525	1.55	1.575	1.60	1.625	1.65
10		1.505	1.55	1.575	1.60	1.625	1.65	1.675	1.70
11			1.59	1.625	1.65	1.675	1.70	1.725	1.75
12			1.63	1.675	1.70	1.725	1.75	1.775	1.80
13				1.715	1.75	1.775	1.80	1.825	1.85
14				1.755	1.79	1.825	1.85	1.875	1.90
15					1.83	1.865	1.90	1.925	1.95
16					1.87	1.905	1.94	1.975	2.00
17						1.945	1.98	2.015	2.05
18							2.02	2.055	2.09
19								2.095	2.13
20									2.17

* Includes PH.D., E.D., C.A.S., or second M.S. of at least 30 semester hours.

ARTICLE 15

EXTRACURRICULAR SALARIES

15.1 Extracurricular salaries are based on the B.S. +0 experience (1.00) step on the salary schedule using the following percents;

High School Position – Athletics

Head Soccer	9.5%	Head Baseball	8.5%
Asst. Soccer	5.5%	Asst. Baseball	4.5%
Head Volleyball	9.5%	Head Softball	8.5%
Asst. Volleyball	5.5%	Asst. Softball	4.5%
Head Boys' Basketball	12.5%	Golf	5.5%
Asst. Boys' Basketball	10.5%	Athletic Director	15%
Head Girls' Basketball	12.5%	Spirit Squad	6%
Asst. Girls' Basketball	10.5%	Track	8.5%

Personnel who transfer from any athletic position identified in Article 15.1 to another will revert to the no experience step on the longevity schedule with the following exceptions:

- High School assistant soccer to head soccer;
- High School assistant volleyball to head volleyball;
- High School assistant boys' basketball to head boys' basketball;
- High School assistant girls' basketball to head girls' basketball;
- High School assistant baseball to head baseball;
- High School assistant softball to head softball.

Under the exceptions listed above, the number of continuous years as assistant will transfer to the head position if the individual moves into the head position the year following being assistant.

ARTICLE 16

DURATION AND EFFECT OF AGREEMENT

- 16.1 This agreement shall be effective as of August 20, 2013, and shall continue in effect until the 19th day of August 2016. This Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

The no-strike provision of this Agreement is waived after August 19, 2016, but only to the extent that the Association has met the requirements of Section 13, (a), (b), (c), and (e) of the Illinois Educational Labor Relations Act and then only with regard to the salary issues. As of such date, and for such limited purpose only, Section 13 (d) of the Illinois Education Labor Relations Act will be deemed satisfied for the purposes of the Association's legal right to strike pursuant to the Act.

- 16.2 The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and Association, for the life of this Agreement, each waive any obligation to bargain with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a Successor Agreement except that with the mutual consent of both parties, such matters may be discussed and the Agreement modified.
- 16.3 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and affect for the duration of this Agreement.

ARTICLE 17

RETIREMENT OPTION

- 17.1 A teacher may enroll in this program by providing a written irrevocable retirement resignation notice by August 1st of any year during the term hereof announcing his/her retirement from the District at the end of a school year not more than three (3) years later.
- 17.2 To qualify for this option, a teacher must meet the following criteria:
- 17.2.1 Individual employee must have a minimum of ten years of service to Community Unit District #2 immediately preceding retirement.
- 17.2.2 Individual must have at least twenty years of creditable teaching service
- 17.3 If the Board of Education will incur a payment penalty to TRS as a result of said teacher retiring, then that teacher will not be eligible for this retirement option. However, the teacher will still receive any increase to their salary they would be contractually entitled to in the last years of their employment
- 17.4 Teachers meeting the above criteria and whose applications are accepted will be given a salary increase for each of their last years of employment equal to three percent (3%) of their contractual salary as determined by the negotiated salary schedule. For teachers accepting this retirement option, their final salary for any year is capped at six percent (6%) above the reportable TRS earnings from the previous year.
- 17.5 The number of teachers who may elect the Retirement Option in any single school year will not exceed 10% of those eligible to elect those options with the right to participate being determined on the basis of seniority in the service of the Board. The Board reserves the right to allow more than 10% at its discretion.
- 17.6 In the event that legislation is passed with alters the TRS early retirement option, the parties agree that if those changes to the ERO would result in penalties being charged to the District, then this Article would be modified to eliminate those penalties.

ARTICLE 18

EXTRA DUTY COMPENSATION

- 18.1 Teachers who volunteer to serve as in-house substitutes during planning or lunch periods and teachers who serve as tutors for a school sponsored tutoring program outside normal school hours shall be compensated at the rate of thirty dollars (\$30.00) per hour.
- 18.2 Teachers who for one quarter or longer either (a) give up their unassigned planning and preparation time, as guaranteed by section 7.3 of this agreement, in order to teach an additional class or (b) teach an additional class beyond the normal school day, shall be compensated at a rate of 1/7 of their scheduled pay.

ARTICLE 19

PROFESSIONAL DEVELOPMENT

- 19.1 The Board agrees to pay for a certified teacher's professional development at the rate of \$100 per credit hour for reimbursement for tuition. To receive this reimbursement, the teacher must enroll and be accepted to a program of study from an accredited college or university that offers a Master's degree, an Ed.S or Ca.S degree. Individual classes not linked to any degree program will count for moving over and down on the salary schedule, but tuition reimbursement will not be offered.
- 19.2 If the teacher accepts tuition reimbursement for their professional development, then that teacher agrees to teach in CUSD #2 for the period of three (3) years after tuition has been reimbursed for the first class and/or after a degree has been awarded. If the teacher chooses to leave the employment of CUSD #2 before the three years has elapsed, then that teacher must pay back to the District the money given them for tuition reimbursement. The amount to be paid back will be proportionate to the number of years remaining on their three year commitment.

APPENDIX 1

GRIEVANCE FORM

Date and Time of Incident:

Nature of Grievance:

Clause(s) of Agreement Applicable:

Remedy Requested:

GRIEVANT	IMMEDIATE SUPERVISOR	WITNESSED BY GRIEVANT
DATE-TIME SUBMITTED	DATE-TIME RECEIVED	DATE-TIME WITNESSED
GRIEVANT	SUPERINTENDENT	WITNESSED BY GRIEVANT
DATE-TIME SUBMITTED	DATE-TIME RECEIVED	DATE-TIME WITNESSED
GRIEVANT	BOARD OF EDUCATION	WITNESSED BY GRIEVANT
DATE-TIME SUBMITTED	DATE-TIME RECEIVED	DATE-TIME WITNESSED

APPENDIX 2

TEACHER ASSOCIATION CONSENT FORM

I hereby grant permission for the Superintendent or his designee to provide my name and address to the Community Unity #2 Teachers' Association.

Signature of Employee

Date

EMPLOYEE'S NAME

ADDRESS

APPENDIX 3

RETIREMENT DECLARATION

Date _____

TO: Board of Education, Community Unit School District No. 2
Serena, Illinois 60549-0107

It is my intent to participate in the Retirement Option of the Collective Bargaining Agreement dated _____ . If my participation is accepted by the Board, please consider this as my written irrevocable resignation from my position in Community Unit School District No. 2, effective on the last day of the school term or extended service for the _____ school year.

Teacher

ATTEST

On this _____ day of _____, before me personally appeared _____, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Notary Public

The above letter of resignation received and placed on file on the _____ day of _____, _____.

Superintendent