

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**CRETE-MONEE
EDUCATION ASSOCIATION**

AND

BOARD OF EDUCATION

**CRETE-MONEE
SCHOOL DISTRICT 201U**

2023-2027

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PREAMBLE

The Board of Education of Crete-Monee School District 201U, Will County, Illinois, hereinafter referred to as the "Board", and the Crete-Monee Education Association, hereinafter referred to as the "Association", recognize that the aim of public schools is to provide the best education possible for children and youth in the district.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the education program in the district will be enhanced through the utilization of the abilities of teachers.

COMPONENTS OF OUR SHARED VISION

The Crete-Monee School District 201U and the Crete-Monee Education Association agree that collaborative decision-making should be fostered and promoted. Our goal is to nurture and groom relationships that form and embrace a collaborative culture.

1. The district and the Association believe the cornerstone of a collaborative culture is dialogue. Opportunities for dialogue should provide an increased role for matters that affect them. Two-way dialogue should result in sharing experiences and knowledge where employees are valued and empowered. A collaborative culture will foster the exchange of ideas and information that is necessary to improve education for students and to increase employee job performance, satisfaction, and morale.
2. The district and the Association agree that better decisions will be made through continuous two-way dialogue and should be fostered utilizing the framework for systemic change.
3. In support of these goals, the parties agree that the Superintendent, Association president, and any additional representatives designated by the district and the Association respectively, shall regularly meet in formal and informal avenues.
4. Communication avenues available throughout Crete-Monee School District 201U:

Formal Avenues

District Leadership Team:

This is a group of stakeholders comprising of community members, parents, staff, administration and students who will meet periodically throughout each school year to monitor the progress of the district's strategic plan.

Joint-Council Meetings: This Council shall consist of the Superintendent, the Association president, Association vice president, and occasionally other Association officers/members, central office administrators and the School Board president. The Council shall meet on a monthly basis.

School Improvement Team: The team is comprised of the building principal, other administrators designated by the principal and up to eight (8) key building personnel chosen by the building principal who are responsible for the development and deployment of the School Improvement Plan. Major elements of the school improvement process may include: but are not limited to: examining school data, clarifying and communicating goals, decision-making, facilitating improvement efforts with fidelity, and monitoring the progress of the school as a system.

School Management Meetings: This is a monthly meeting that will take place in each school between the school principal and/or administration and the building Association Representative(s). The agenda of each meeting will be to discuss two things---1) Any possible violations of the contract, 2) discussion of the effective overall operation of the building. Personnel issues cannot be discussed in these meetings. Minutes of these meetings will be distributed to staff.

Informal Avenues

Staff Meetings: Includes all staff that is assigned to the building.

Open Door Policy: Referencing the administration of the district via phone calls, personal appointments, and e-mail.

ARTICLE I

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive negotiating agent for all certificated/licensed teaching personnel including deans, counselors and nurses with a teacher certificate/license employed as teachers, school psychologists, school social workers and speech/language pathologists. The foregoing shall not include teacher aides, substitutes, paraprofessionals, assistant principals, principals, central office administrators or personnel, the Administrative Assistant for Student Management Services, athletic director(s) who have no teaching duties, instructors of the NJROTC program, and positions designated by the Board as having the responsibility to make recommendations for the hiring, dismissal, or promotion or transfer of teachers as defined under the Illinois Educational Labor Relations Act. The foregoing shall not be construed as to preclude the Association seeking representation

rights of other Board employees or to imply that such recognition rights shall be granted by the Board. The Board agrees that employees who are not members of the bargaining unit shall have the right to join the Association.

- 1.2 The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Paragraph 1.1 above.
- 1.3 The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement. The Board further agrees not to negotiate with any teacher individually or collectively during the duration of this Agreement on any subject matter covered herein, provided the Board may issue contracts to non-tenured teachers pursuant to Section 8.17.

ARTICLE II

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- 2.1 A teacher shall not be required, except in an emergency, to teach outside the general confines of the teaching disciplines for which he has been trained, except where certification procedures have not been established, for at least two (2) calendar years prior to the commencement of such instruction or innovative programs have been initiated by the Board.
- 2.2 A teacher shall not be obligated to accept an assignment for summer school courses.

ARTICLE III

EVALUATION

The Board of Education, Crete-Monee School District 201U and the Crete-Monee Education Association hereby agree to the following terms regarding teacher evaluation. Video surveillance and cameras that have been installed for safety and security purposes will not be used in the teacher evaluation process in any school and surveillance equipment will not be housed in the offices of administrators who evaluate teachers.

- 1. Teachers shall be evaluated according to the terms of the Evaluation plan developed by the District Evaluation Committee.
- 2. The program shall continue to be reviewed and modified annually by the DEC.
- 3. The District Evaluation Committee will meet at least quarterly to monitor the program for the tenured teacher evaluation.

- 3.1 The evaluation of teachers shall be conducted in accordance with the Professional Development Program (PDP) for Evaluation
- 3.2 Nothing in the PDP shall be construed as to apply to the dismissal or non-retention of any teacher because of a decrease in the number of teachers employed or the discontinuance of some particular time of teacher services or programs.
- 3.3 The sole remedy for testing alleged violations of the PDP is by processing grievance through the second step of the grievance procedure. This clause is not meant to eliminate the right of a tenured teacher to a hearing before a hearing officer as provided by the State Tenure Act, nor is this article intended to eliminate the rights of non-tenured teachers under applicable law.
- 3.4 By the end of the third school week, the immediate supervisor will meet with those pre-tenured and tenured teachers who will be evaluated during the school year. The purpose of this meeting will be to establish an awareness of the procedures involved in the program.

No formal evaluation shall take place until such meeting has been held. If a teacher is employed to begin work after the start of the school term, the three (3) weeks referred to in the first line of this paragraph shall commence on the first day of employment.

- 3.5 Formal observation of teacher classroom performance shall be conducted with the knowledge of the teacher. Teachers shall not be assigned to evaluate other teachers.
- 3.6 Any informal observations, which are to be used to evaluate the teacher, shall be reduced to writing within ten (10) teacher employment days. Such written report may contain references to prior occurrences of similar incidents without regard to the ten (10)-day limitation so long as the prior occurrence was put in writing at the time. A copy shall be given to the teacher, and the teacher in turn shall sign the official report to acknowledge receipt. The teacher shall have the right to place a response with it in his/her personnel file after such response shall be acknowledged by the appropriate administrator and provided that such response shall be filed within thirty (30) teacher employment days after the filing of the evaluation.
- 3.7 A pre-tenured teacher shall be observed at least three (3) times during each year at reasonable intervals. Two (2) formal observations and one (1) informal observation shall be conducted according to the procedures and timelines set forth in the Professional Evaluation Program, the first formal observation being completed by November 30 of each year. The formal evaluation procedures shall be completed by March 1st of each year. Tenured teachers will normally be formally evaluated once every three (3) years on a rotating basis. In those cases

where the administrator determines that one or more deficiencies exist, the teacher will be informed of the deficiencies in writing with reasons given which are supported by evidence collected by the administration (for example, observations in the classroom, observations of professional behavior outside of a classroom, documents of teacher work, documents of student work given by the teacher, attendance records, memos of expectations, correspondence given to staff or individual by administration, summaries of investigative meetings, etc. If the administrator decides it is necessary to formally evaluate the teacher on a yearly basis that decision will be made known to the teacher in writing based on the written notification given to the teacher previously concerning the areas of deficiency that were brought to the teacher's attention. Such yearly evaluations shall be conducted at a frequency determined by the administrator and made known to the teacher in writing until such time as the deficiencies are remediated.

- A. If, during the observation period involving either tenured or non-tenured teachers, deficiencies in the teacher's performance become apparent, the administrator will assess the deficiencies and notify the teacher of same in writing within a ten (10) school day time period.

- 3.8 All evaluations and observations of tenured teachers shall be conducted according to the timelines outlined in the district's "Professional Development Program Evaluation" booklet.

All formal evaluations of non-tenured teachers will commence prior to the end of the first quarter unless the teacher is employed after November 1, in which case the established time lines would not apply.

Each formal written evaluation of classroom performance of a teacher shall be preceded by a classroom observation of the teacher in his or her classroom for a minimum of 45 minutes at a time; or an observation during a complete lesson; or an observation during an entire class period. A copy of each such formal written evaluation shall be given to the teacher, and a conference shall be held between the teacher and the designated administrator within ten (10) school days following the conclusion of the classroom observations excluding any day that the teacher or the administrator shall be absent. Such evaluation shall include an enumeration of specific deficiencies that may exist. Where feasible, the administrator shall suggest remedial steps which the teacher might take to overcome such deficiencies. A copy signed by the administrator shall be given to the teacher. The teacher shall sign the administrator's copy of the evaluation acknowledging receipt of the evaluation. If the teacher feels the formal written evaluation is incomplete, inaccurate, or unjust, the teacher may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file, provided such objection shall be filed within fifteen (15) school days of the acknowledgment of receipt of the evaluation.

For the purposes of RIF, it is the last summative evaluation for a school year that shall serve as one of the summative evaluations (if more than one exists) that counts with respect to evaluations relevant to grouping in a RIF.

- 3.9 The building principal or appropriate supervisor shall attempt to provide the teacher with assistance to improve the quality of teaching and to eliminate deficiencies noted in the evaluation. An administrator shall acknowledge in writing an appropriate summary of his/her recommendations relative to the preceding sentence should the teacher elect to prepare the same written within ten (10) teacher employment days, and a copy shall be placed in the teacher's personnel file attached to the relevant evaluations.
- 3.10 Prior to the submission of a recommendation to the Board not to rehire a pre-tenured teacher, the teacher must be afforded an opportunity to have a conference with an appropriate administrator to discuss the reasons for the recommendations. At the request of the teacher, he/she may be accompanied at such conference by a representative of the Association. The conference shall take place at least five (5) days prior to the meeting of the Board. In the case of teachers not honorably dismissed such recommendations shall be released in writing only to the teacher, administration, Board, and CMEA president.
- 3.11 A pre-tenured teacher given notice of termination shall, upon written request, be afforded an opportunity to appear before the Board, with or without counsel, to present such information or witnesses as he/she desires. The appearance shall be at a closed session at the option of either the teacher or the Board. The teacher shall have the right to cross-examine any witnesses appearing for the Board, and the Board shall have the right to cross-examine any witnesses appearing for the teacher. Nothing in this section shall be construed as to impose a burden or standard of proof with respect to such termination upon the Board not otherwise imposed by the statutes of the State of Illinois or the United States.
- 3.12 Tenured teachers and their supervisors will attempt to complete the program sequence by March 1st of each year.
- 3.13 Remediation
- A. Identification
- A teacher shall be placed upon a remediation plan upon receiving an overall evaluation rating of unsatisfactory.
- B. Process
1. The Superintendent and/or designee(s) shall develop, with participation of the teacher rated "unsatisfactory" and a consulting teacher, a

remediation plan within thirty (30) school days of issuing the unsatisfactory rating.

2. The plan shall be 90 school days in duration within the classroom.
3. The plan shall identify the qualified administrator(s) who will conduct the evaluations.
4. The participating administrator(s) of the remediation plan shall select a qualified consulting teacher from the list provided by the Association.
5. The participating administrator(s) shall, at a minimum, evaluate the deficient teacher at mid-point and the end of the remediation period.
 - a. When a remediation schedule requires an evaluation after the close of the school year, but on or before July 15, such evaluation shall be scheduled to occur no later than two (2) weeks prior to the close of the preceding school year.
 - b. When a remediation schedule requires an evaluation after the close of the school, but after July 15, such evaluation shall be scheduled to occur not later than two (2) weeks after students' attendance commences in the following school year.
 - c. Failure to strictly comply with the time lines for the required evaluations because of events such as summer months, illness, or certain leaves granted teachers under a remediation plan shall not invalidate the results of the remediation plan.
6. If the teacher has attained a rating of "proficient" or better in the final remediation evaluation, he/she shall be reinstated to the regular evaluation schedule. If he/she fails to complete the 90 day remediation plan with a rating of "proficient" or better, he/she shall be dismissed in accordance with Section 24-12 of the *Illinois School Code*.

C. Consulting Teacher

1. The Board and/or its agent(s) shall select the consulting teacher from a list provided by the Association in accordance with Section 24-A of the *Illinois School Code*.
2. The consulting teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary.

3. Where no consulting teacher is available in the district, the district shall request the State Board of Education to provide a consulting teacher. The State Board of Education shall thereupon provide a consulting teacher who meets the requirements as listed in this document. The consulting teacher shall be governed by all relative parts of the Collective Bargaining Agreement.
4. The consulting teacher shall provide advice to the teacher rated as unsatisfactory on how to successfully complete the remediation plan. Where appropriate, such advice may include the improvement of teaching and classroom instruction skills.
5. The consulting teacher shall not participate in any of the required evaluations nor be engaged to evaluate the performance of the teacher under remediation.
6. The consulting teacher shall be informed, through conferences with the qualified administrator and the teacher under remediation, of the results of the evaluations and formal and informal observations in order to continue to provide assistance to the teacher under a remediation plan.
7. If the consulting teacher becomes unavailable during the course of a remediation plan, a new consulting teacher shall be selected in the same manner as the initial consulting teacher. The remediation plan shall be amended as necessary upon consultation with the new consulting teacher.
8. The consulting teacher shall receive a predetermined amount of released time per week to perform the duties of a consulting teacher. Consulting teachers shall suffer no loss of any assigned preparation time to which they would regularly and ordinarily be entitled. In addition, they shall be provided clerical assistance necessary in performing the functions of a consulting teacher.
9. The consulting teacher shall not participate in the formal evaluation process; however, the consulting teacher will be allowed to observe the remediating teacher's performance during the remediating teacher's regular classroom time. The sole purpose of such observations by the consulting teacher would be to provide the remediating teacher with feedback and suggestions for improvement.

The consulting teacher shall not make any statements or comments about the performance of the remediating teacher to anyone other than the teacher his/herself or the teacher's exclusive bargaining unit representative.

10. As provided in Section 10-20.20 of the *Illinois School Code*, a consulting teacher shall be indemnified and protected from suits arising from civil rights damage claims, constitutional damage claims, and the like.
- 3.14 The evaluation instrument and process for evaluating a special subject teacher, co-teacher and staff will take into consideration the special nature of the position. For social workers, speech language pathologists and school psychologists, the district will ensure that the evaluator has successfully completed the pre-qualification program provided or approved by the State Board of Education and is recognized by the Illinois State Board of Education as a “qualified evaluator.” The district will attempt to ensure that the evaluator for social workers, speech language pathologists and school psychologists has similar or appropriate background experience to be able to properly consider and understand the special nature of these unique positions.
 - 3.15 A tenured teacher in contractual continued service who receives a “needs improvement” rating at the completion of an evaluation cycle will be placed back on the evaluation cycle the following year. Within 30 school days after the completion of an evaluation rating in which a tenured teacher in contractual continued service receives a “needs improvement” rating, a professional development plan must be developed, by the evaluator, in consultation with the teacher and the association President or designee. The purpose of the plan is to give emphasis and guidance on the areas that need improvement for the following evaluation cycle period. The plan will require more time for observations and discussion of instruction between the tenured teacher and the evaluator and will include specific supports that will be put in place that will assist the teacher in addressing any areas of noted deficiency. The tenured teacher who is placed back on the evaluation cycle the following year due to a “needs improvement” rating will be evaluated on all components of the evaluation framework and all timelines, procedures and protocols embedded in the district’s teacher evaluation program will be followed including the date that the teacher will receive a final summative rating for their performance which will be no later than March 1 of the following year. The professional development plan will start and end concurrently with the regularly scheduled evaluation cycle that is outlined in the Teacher Evaluation Program Handbook. The plan must take into account the teacher’s ongoing professional responsibilities including his or her regular teaching assignments. The components of the plan must consist of the following:
 1. Delineate the areas that need improvement.
 2. Provide specific recommendations of action that need to be taken to correct the area(s) of deficiency.
 3. Describe the supports the district will provide the teacher to address the areas identified as needing improvement.
 4. Provide a timeline which will include:

- How many formal observations will take place by the evaluator during the implementation of the plan and when will each component of the formal observation process take place.
- The frequency of informal observations and the time frame in which they will take place.
- When feedback conferences will take place and how often they will take place. The purpose of the feedback conferences will be to provide the tenured teacher information concerning the progress of satisfactorily meeting the goals set forth in the plan.

3.16 In accordance with section 24-A of the School Code, the District and the Association will establish a PERA Joint Committee to develop an evaluation system incorporating student growth as a significant factor in evaluating teacher performance.

ARTICLE IV

TEACHER PERSONNEL FILE

The teacher's personnel file shall minimally contain all formal and informal evaluations and any other materials relating to the continued employment of the teacher and shall be maintained under the following conditions:

4.1 One (1) personnel file shall be kept for each teacher.

4.2 Each teacher shall have the right, upon request, to review the contents of his/her personnel file. Such review shall be during normal office business hours, by appointment, and in the presence of an employee designated by the Superintendent.

A representative of the Association may, at the teacher's request, accompany the teacher in this review.

4.3 Materials related to a teacher's employment status, training, or discipline may not be placed in the teacher's personnel file without notifying the teacher of such action. The teacher shall sign any such material to acknowledge receipt and shall initial all pages of any multi-page document(s). By signing such documentation does not mean the teacher agrees with the content contained within. If the teacher refuses to sign such documents, this does not prevent the administration from placing the documents in the teacher's file, noting that the teacher refused to sign; however, the teacher shall be afforded an opportunity to respond in writing to any material placed in his/her file and to have such response included in his/her file. The teacher may challenge the relevancy of any document placed in his/her file and may also grieve hereunder the inclusion

of any document which he/she asserts to be irrelevant by reason of its content not being germane to his/her activities or responsibilities as a teacher.

- 4.4 No teacher shall remove any material from his/her file. However, a teacher shall have the right to copy any material available to the teacher under this section of the Agreement or have such copies made by the office personnel at the usual and customary cost.
- 4.5 Confidential material, such as recommendations by colleges or universities or evaluations of a teacher by a previous employer, shall be a supplement to the teacher's personnel file. There shall be no other personnel file. This clause shall not waive the rights of any teacher to review all material in his/her personnel file allowable under law.
- 4.6 The teacher's personnel file shall not be copied or otherwise made known to any person without the teacher's consent except as necessary for the regular conduct of district business and affairs or upon subpoena. Teachers shall be notified in writing when a copy(ies) is (are) made of material from his/her personnel file and the reason(s) for copying said material.

ARTICLE V

CURRICULUM AND INSTRUCTION

- 5.1 Curriculum timelines are to be considered as guidelines which may be adjusted to meet the needs of students with the approval of the department chairperson or division leader at the secondary level and the principal or his/her designee at all levels. Electronic access to current adopted course curricula shall be available to each teacher.
- 5.2 In order to facilitate the maintenance of a well-rounded curriculum designed to meet the needs of all students (e.g., average, gifted, and all classified), certified/licensed personnel in the following areas will be maintained in each building provided it is deemed financially feasible by the Board: music, physical education, art, counseling, remedial reading and/or math and gifted education.
- 5.3 The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program.
- 5.4 The following criteria and procedures, among others, shall be used to determine efficient class size:
- A. The capacity of the teaching facilities and the number of adequate teaching stations and pupil stations in a room;

- B. The appropriateness of the room to the content of the course or purposes to be served and the methods to be employed;
- C. The general conditions which affect the health, safety, and effective supervision of the pupils;
- D. The availability of sufficient books, supplies, and equipment;
- E. The ability level of the students;
- F. The availability of alternative teaching stations within the building;
- G. The financial and administrative restraints as determined by the Board;
- H. Special considerations resulting from the inclusion of special needs students in the regular classroom; and
- I. Procedures
 - 1. Class size issues will be addressed the first Friday after Labor Day.
 - 2. If, on the first Friday after Labor Day or prior to that date, classes are deemed too large for an aide to be an effective alternative, the recommendation for hiring another teacher at this grade level will be made.
 - 3. Class size recommendations will be as follows:
 - a. When class size in kindergarten- 2nd grade exceeds an average of twenty-five (25) students per class across a singular grade level within a particular school, the employment of an aide will be recommended.
 - b. When class size in grades 3-5 exceeds an average of twenty-eight (28) students per class across a singular grade level within a particular school, the employment of an aide will be recommended.
 - 4. If during the registration process and/or enrollment process, a newly enrolled student's attendance would result in a class size above the recommendations set forth above, the District will consider enrolling the student(s) into a different school within the District which has class sizes below the recommended levels.

5. Aides will be employed for one (1) semester. At the end of the semester, enrollments will be reviewed and a decision for continued employment will be made.
6. Class size will be continuously monitored throughout the year.
7. The Board shall make reasonable efforts to maintain middle school and high school class sizes (other than special education classes, physical education classes, band, choir, and JROTC classes) with a minimum of eighteen (18) students and not to exceed 30 students.

5.5 When class size becomes excessive in the opinion of the teacher involved, the teacher is encouraged to call this to the attention of the building principal in writing and include possible solutions to the problem. The building principal shall meet with the teacher within five (5) days to discuss the situation.

In the event the situation is not resolved, the teacher may, within five (5) days, appeal the matter in writing to the Superintendent.

ARTICLE VI

PROFESSIONAL COMMITTEES

6.1 The Board agrees to the establishment of Professional Association Committees for the following areas: teacher evaluation (including PERA and SB 7), health and medical insurance, employee handbook, school climate/student discipline and the annual school calendar. Association members of any Professional Association Committee will be selected by the Association. Professional Association Committee(s) will be empowered to make recommendations in the above-mentioned areas to the Board or its designee.

District-Level Committees may be convened for purposes related to district improvement, and curriculum and instruction. Teachers for District-Level Committees will be collaboratively chosen and determined by both administration and the Association, or designee based on teacher interest, teaching assignment, and expertise/experience related to the scope of the committee work. These District-Level Committees will be empowered to make recommendations for the above-mentioned areas to the Board or its designee.

It is agreed that the Association retains the right to name teachers who will serve on any committee that is discussing matters which are mandatory topics of bargaining.

6.2.1 District Level Committee Procedures

Teachers serving on District-Level Committees that meet before school, after school or during the summer shall be paid at the extended day rate. District-Level Committees may meet on institute days, early release days, or the Board shall provide a substitute teacher for participation when students are in attendance. Pay for any other committees will be dependent upon available grant monies.

6.2.2 Professional Association Committee Procedures

In order to achieve maximum use of the creative and professional resources of the district through meaningful collaborative efforts, the following Professional Association Committee procedures shall be instituted:

- A. No later than October 1, annually, the Superintendent or designee and the Association president shall meet to review those Professional Association Committees which will be utilized during the school year and to determine whether the recommendations of each committee are advisory or final.
- B. For each Professional Association Committee the Superintendent or designee and the Association president shall determine:
 1. A specific charge;
 2. Suggested timelines for completing committee work;
 3. Specified decision-making authority (i.e., advisory or final);
 4. A description of the committee composition; and
 5. A description of the method to be used by the committee in making decisions.
- C. Committee co-chairpersons will be selected by the committee members.
- D. The Superintendent or designee and the Association president may discuss which individuals might be appointed to each Professional Association Committee to establish the committee membership or fill committee vacancies. The Superintendent or designee and the Association president shall jointly select the members of each Professional Association Committee using a list of teachers submitted by the Association as the basis from which the teachers shall be chosen. Teachers will be chosen for Professional Association Committees based

upon teacher interest, teaching assignments and expertise/experience related to the scope of the committee work.

- E. The parties recognize that it is most desirable to seek volunteers for appointment to a committee. Other persons may be requested to accept appointment to a committee based upon the above-listed criteria. A Professional Association Committee appointment will extend for the period of the Professional Association Committee's specific charge, or until the day prior to the first student day of the next academic year, whichever is shorter, unless otherwise agreed by the Superintendent or designee, the Association president, and the appointee.
- F. In order to best maintain communication throughout the district, each Professional Association Committee will routinely prepare committee meeting minutes or periodic reports. Copies shall be sent to the Superintendent or designee and to the Association president. Each Professional Association Committee shall issue a final report when the work of the committee is concluded.
- G. Prior to the end of each school year, the Superintendent or designee and the Association president shall meet to review the work, progress, and effectiveness of each Professional Association Committee.
- H. The school climate/discipline committee will serve as the district discipline review committee. This committee shall consist of administrators, members of the Board of Education, community members and teacher representatives from each of the elementary, middle, and high school levels. This committee will meet at least quarterly and will be led by the Superintendent or a designee. The committee will present a report to the Board near the midpoint and the end of the school year.

ARTICLE VII

PUPIL DISCIPLINE

- 7.1 Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.
- 7.2 A teacher shall be responsible for the reasonable conduct of his/her class and for maintaining discipline and order in his/her presence in the school building and on the school grounds. The Board also recognizes its responsibility to give reasonable support and assistance to the teacher with respect to the maintenance of control and discipline. The Board recognizes that the teacher

may not fairly be expected to undertake those duties which can only be performed by a psychotherapist certified in accordance with Illinois law.

- 7.3 A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to a student or district employee or school visitor. Physical contact or force may not be used as punishment.
- 7.4 Procedures for suspension and expulsion of pupils from school will be made known in writing.
- 7.5 In accordance with state statute, teachers shall not use corporal punishment.
- 7.6 Before discipline referrals are made to the building administrator and/or his/her designee, the teacher shall be responsible for giving the student fair warning, clear and explicit instructions of what behavior is expected in the classroom, and a reasonable time to comply with the instruction. In cases of student discipline involving a teacher's regular classroom, which are neither gross nor violent in nature, the teacher shall attempt to contact the parent or guardian in an earnest effort to resolve the problem before issuing a referral. Such attempts shall be documented by the teacher and be available as needed for discipline proceedings related to the student.
- A. A teacher may have a pupil removed from class when the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the learning environment intolerable and which conduct results in the issuance of a referral.
- B. When a pupil is ordered removed by a teacher, the teacher shall follow appropriate policies to effectuate the removal of the student from the classroom and to ensure that the student is accompanied to the building administrative office. The teacher shall refer the problem in writing to the building principal or designee by fully completing the teacher section of the designated behavior referral form and electronically submitting it at the next available break in instruction or the end of the current class/subject period, whichever comes first.
- C. The building principal or his/her designee shall take appropriate action seeking to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to class, the teacher shall be notified in a manner and at a time appropriate to the circumstances under which re-admittance is granted but not later than the time of re-admittance of the student.
- D. If the disobedience or misconduct continues or the conditions for re-admittance are not met by the pupil, the teacher will notify the administration of such misconduct and request a disciplinary conference

to discuss the situation and determine future action. This conference will be held within 5 school days of the teacher request.

- 7.7 There shall be an after-school detention program at the High School and the Middle School. This program shall operate two to four days per week at each school on days when athletic buses are available. The program will be staffed by four teachers, one at each site on each day of detention, for the length of afterschool activities at each building each day. Teachers shall be chosen for the program in the same manner as teachers are chosen for the Saturday detention program. Teachers shall be paid at the extended day rate of pay for after school detention. After-school detention will be held at all applicable buildings with a means of communication available to the administrator in charge.
- 7.8 The district's administrators and the district's teachers agree to exert earnest effort toward following and implementing the district's rules, regulations, and policies regarding student discipline.

ARTICLE VIII

ASSOCIATION AND TEACHER RIGHTS

A. Association Rights

- 8.1 With the approval of the Superintendent, the Association may place any matter on the agenda for regular meetings of the Board so long as such matter is made known in writing to the Superintendent five (5) working days prior to such meeting. Upon request of the Superintendent, Association representatives will meet with the Superintendent within seventy-two (72) hours of his/her request in an attempt to resolve the matter. The Association may invite a reasonable number of affected persons to such meeting.
- 8.2 The president of the Association or his/her designee shall be given a copy of the annual calendar of regular meetings of the Board by June 30th of each year. This calendar of meeting dates will also be posted on our website. The president of the Association will be given the financial cycle calendar of the district which will designate for the president which meetings will conduct the following action items of the Board which are required by law—(1) the review and presentation of the tentative annual budget, (2) the annual adoption of the district budget, (3) the annual presentation and posting of the financial audit, (4) the adoption of the annual levy. All other meetings of the Board of Education, or committee meetings of the Board, will be posted electronically on our district website and the president will receive an electronic notice of such meetings. A public notice of such meetings will be posted on the district website along with the meeting agenda and any other documents pertinent to each agenda item of

business will be available on the district website to the public and the association for their review and perusal. The minutes of all meetings of the Board of Education, including their committee meetings, are posted on-line, on the district website within 30 calendar days of when the meeting took place. The president of the Association shall receive electronic copies of all Board of Education materials when they are posted to the district website.

- 8.3 The Superintendent or his/her designee shall meet with the representatives of the Association to seek their suggestions for a calendar to be subsequently recommended to the Board for approval. Such schedule shall not include more than one hundred eighty-five (185) teacher employment days. The Board acknowledges the existence of its policy to delete from its calendar the unused emergency days at the end of the school term.
- 8.4 The Association President shall be provided with a copy of the draft High School Schedule by July 15 of each year. A committee of no more than five teachers, serving without pay, may thereafter meet with the Administration to discuss the schedule prior to July 31 of each year. During that period, the committee of teachers may make recommendations regarding the schedule but shall not have any decision-making authority with regard to the schedule.
- 8.5 The Association's views on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.
- 8.6 Names and addresses of newly-hired teachers shall be made available to the Association within seven (7) working days after approval of their contracts by the Board.
- 8.7 In the event the Association desires to send representatives to its state conferences, these representatives shall be excused without loss of salary, providing the Association reimburses the district in advance for the cost of the substitute, provided no teacher shall be absent hereunder more than two (2) days and the total days used hereunder shall not exceed twelve (12), and provided further that, with the concurrence of the building principal, other teachers may internally substitute for the absent teacher(s). In addition to the foregoing, the president of the Association shall be granted one (1) released day per month of leave to attend to Association business. The Association shall reimburse the Board the cost of the substitute. Such days shall not accumulate, and the president shall give his/her building principal forty-eight (48) hours' notice of such use.
- 8.8 Within ten (10) school days of ratification of the Agreement, the Board and the Association agree that a print-ready copy of the ratified Agreement shall be prepared in a manner acceptable to both parties. Within thirty (30) days of receipt of such print-ready copy, the Association shall provide forty-five (45) copies to the Board.

- 8.9 The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.
- 8.10 Equipment for duplicating and audio-visual purposes of a type and number determined by the Board shall be provided and maintained in each building for educational purposes. Association officers may use available duplicating and audio-visual equipment in each building, provided this use does not interfere with the basic purpose for which the equipment is provided, or the rules for operation, and that any expense for supplies and materials used by the Association is paid by the Association.
- 8.11 Association officers may use district phones, school office fax machines, district e-mail, and regular building messenger service along with teacher mailboxes for the purpose of official communications with members of the Association. Materials shall be sorted and placed in the mailboxes by Association building representatives. However, if the Association wants a private phone line and fax line to conduct Association business, the cost and installation of this line will be at the Association's expense, with the exception of a district/building required relocation of the president.
- If relocation is at the request or choice of the president or based on election of a new president, the CMEA will be responsible for the cost and installation of this line.
- 8.12 The Association shall have the use of a specific bulletin board in the teacher workroom/lounge in each building.
- 8.13 The Association shall have the right to hold its meetings on district property provided that such meetings in no way interfere with any aspect of the instructional program, that such meetings entail no additional maintenance or custodial expenses, and that the facilities are available. When such meetings entail additional maintenance or custodial expenses, the Board may make a reasonable charge therefore. The designated Association building representative shall contact the building principal regarding the availability of the desired district facility and make advance reservations for such prior to scheduling any meeting which is to be held on school property. This paragraph shall be inapplicable to any meeting of more than twelve (12) persons where less than ninety percent (90%) of those attending are employees of the district.

B. Teacher Rights

- 8.14 Teachers shall have the right to organize, join, and assist the Association; to participate in professional negotiations with the Board through representatives of their own choosing; and to engage in other lawful activities, individually or in

concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service and the quality of the educational program.

- 8.15 Nothing contained herein shall be construed to deny any teacher his/her rights under the *Illinois School Code* of the State of Illinois or under other applicable laws and regulations. This paragraph shall not be construed to incorporate into this Agreement the *Illinois School Code* or any other law, regulation, or judicial decision grievable under this Agreement.
- 8.16 The Board shall not discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason for his/her membership or lawful activity in the Association.
- 8.17 Individual teacher contract or employment agreement issued to any teacher shall conform to this Agreement.
- 8.18 Teachers shall be permitted to leave the building during a preparation period upon following the established sign-out procedures in that building. Notification and authorization, from an administrator, to leave the building is part of each building's sign out procedures.
- 8.19 Teachers shall not be required to work under clearly hazardous conditions or to perform tasks which endanger the health or safety provided this paragraph shall not be construed to terminate, reduce, or otherwise affect a teacher's obligation toward students. If any hazardous conditions are found to exist, such shall be reported immediately to the appropriate administrator. Members will be notified of the district cooling plan for non-air-conditioned facilities via the staff handbook.
- 8.20 When any teacher is required to appear before the Board or any Board committee concerning any matter which could directly affect the continuation of that teacher in his/her employment or his/her salary and benefits, the teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.
- 8.21 Any serious and substantive complaint which may reasonably be anticipated to affect the parent-teacher relationship shall be made known to the teacher. If requested by the teacher, a teacher-administrator conference shall be held. If the teacher requests a parent-teacher conference and the parent agrees, the administrator may attend at his/her discretion if requested by the teacher. When an administrator directs that a teacher-administrator conference be held for the purpose of discussing a parent complaint or concern, the parent may be invited to attend.

The administrator shall seek to provide counsel to both the parent(s) and the teacher in finding a solution to the problem which created the complaint.

If, during such a conference, any individual present shall utilize profane language, exhibit threatening gestures, or otherwise becomes abusive, the administrator shall cause the conference to be concluded.

8.22 Teacher Discipline and Rights

A. Fundamental Principles

1. The Board, Superintendent, or designee may discipline teachers through oral reprimands, written reprimands, or suspension with or without pay, provided, however, that no teacher shall be disciplined without just cause.
2. The disciplinary actions and procedures found herein shall be subject to the grievance procedure, except for teacher dismissal, which shall be governed by the requirements of the *Illinois School Code*.
3. The district recognizes the use of progressive discipline where appropriate.
4. No disciplinary action shall be taken for violations of school or district policies unless such policies are in writing and have been made available to each teacher.
5. When the Board, Superintendent, or designee determines that a teacher's continued presence poses a threat to himself/herself or to others, or poses a threat of disruption to the educational process, school officials may immediately take appropriate action to resolve such threat. Resolving the threat may require immediate attainment of information from the teacher for the purpose of protecting student or staff safety, de-escalation, or resolution of the proposed threat.
6. No disciplinary action will be taken against a teacher for asserting his/her constitutional rights.
7. In accordance with the provisions of Section 3.3 of this Agreement, written documentary evidence relating to the contemplated discipline shall be used as the basis for teacher discipline when such documentation has previously been provided and discussed with the teacher.

B. Reprimands

1. The Superintendent, principal, or designee may issue oral or written reprimands to discipline a teacher.
2. Prior to the issuance of written reprimands, the administrator shall conduct an investigatory meeting. Prior to such meeting, the teacher shall be given written notice, specifying the reason for the meeting. The teacher shall have a reasonable time, up to two (2) business days, to review the charges with representatives. At the meeting, the teacher shall be given an opportunity to respond to the information provided. The teacher shall have the right to representation during any investigatory meeting.
3. If a decision is made to issue a written reprimand, the teacher shall receive a copy of the written reprimand, which shall specify the reason(s) for the reprimand and the length of time it shall remain in the teacher's file.

C. Suspension with Pay

1. The Board, Superintendent, or designee may suspend a teacher with pay.
2. Prior to the issuance of a suspension with pay, the administrator shall conduct an investigatory meeting. Prior to such meeting, the teacher shall be given written notice specifying the reason for the meeting. The teacher shall have a reasonable time, up to two (2) days, to review the charges with representatives. At the meeting, the teacher shall be given the opportunity to respond to the information provided. The teacher shall have the right to representation during any investigatory meeting.
3. If a decision is made to suspend with pay, the teacher shall receive written notice of the suspension with pay which shall specify the reasons for the duration of the suspension with pay and the length of time it shall remain in the teacher's file.

D. Suspension without Pay

1. Following an investigation appropriate to the circumstances, the Board, Superintendent, or designee may suspend a teacher without pay subject to the following procedures:

- a. Pre-Suspension Meeting. The Superintendent or designee shall provide the teacher with reasonable written notice of the charges against the teacher and schedule a meeting to be held with the teacher to review the charges. The parties, including the teacher's representative(s), shall meet prior to the suspension, or if circumstances require the teacher's immediate removal from the premises, as soon thereafter as practicable, to advise the teacher of the evidence in support of the suspension. The teacher will be given an opportunity to respond to the evidence presented.
- b. Notification. If, after such pre-suspension meeting, a decision is made to suspend the teacher without pay, the teacher shall receive written notification of the suspension decision which shall specify the reason for the suspension, the date(s) and duration of the suspension, the teacher's right to a hearing with the Board of Education with representation to review the suspension decision, and a notation that the specific procedures to be followed in conjunction with the review hearing are found in this section of the Agreement.
- c. Review Hearing. The teacher shall be granted a hearing with the Board of Education to review the suspension unless the teacher agrees, in writing, to waive his/her right to such a hearing. Hearing dates shall be promptly scheduled. The teacher shall be given written notice of the time and place of the hearing at least seven (7) calendar days prior to the hearing, providing, however, that nothing herein shall require a delay of the implementation of the suspension pending such Board review.
- d. Procedures to be followed at the hearing shall include:
 - i. The hearing shall be conducted in closed session.
 - ii. The teacher may be accompanied by a representative(s) of his/her choice.
 - iii. The school officials and teacher may each make a short opening statement and closing statement.

- iv. The school officials shall first present their evidence in oral or written form.
- v. The teacher may then present oral or written evidence to refute the charge.
- vi. A reasonable number of witnesses may be called and questioned by either party.
- vii. All relevant evidence presented shall be received by the Board without regard to the technical rules of evidence in such a manner as is appropriate under the circumstances.
- viii. The hearing may be recorded by either party at its own expense.
- ix. The Board may uphold, modify, or reverse the suspension. If the suspension is reversed, any lost salary and benefits shall be restored to the teacher, and the personnel record/file shall be expunged of any notices or material relating to the suspension.
- x. The teacher may request reconsideration by the Board upon discovery of new information which was not available at the time of the review hearing.

E. Teacher Dismissal

Any teacher who is dismissed or discharged shall be entitled to a pre-termination meeting with the Superintendent or designee at which time the teacher shall be advised of the evidence in support of his/her dismissal and shall be given an opportunity to respond to the evidence presented. The teacher may be accompanied by a representative(s) of his/her choice.

Any teacher who is dismissed or discharged shall have all rights provided under the *Illinois School Code*. The decision to dismiss or discharge a teacher shall not be subject to the grievance procedure found in this Agreement.

ARTICLE IX

TEACHER PROTECTION

- 9.1 The Board agrees to protect teachers against death and bodily injury and property damage claims and suits, including the defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. The teacher has an obligation to report incidents which he/she may reasonably expect to result in possible litigation. The report shall be made in writing in accordance with the district form. The report shall be submitted to the building principal within one (1) school day subsequent to the occurrence of the incident. The principal shall sign the form to indicate receipt and shall provide a signed copy to the teacher. Such forms shall be filed separate from the teacher's personnel records.
- 9.2 Any case of threatened or actual physical assault upon a teacher shall be reported to the building principal in writing within one (1) school day subsequent to the incident. If requested by the teacher in writing, the administration will seek legal advice through the Board's attorney concerning the teacher's legal rights with respect to such assault or threatened assault. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. Teachers are encouraged to file charges with the local Police Department, and the administration will file other reports/charges as required by law. The Board shall provide release time to the teacher for all necessary appearances related thereto at no loss of salary, benefits, or leave days for such absence from duties. Every effort shall be made to schedule those appearances at times when said teacher is not involved in assigned student-related responsibilities. At the request of the teacher, a representative of the Board of Education will accompany and assist the teacher at all proceedings.
- 9.3 The district shall render all reasonable assistance in aiding a teacher to reclaim personal property loss suffered while performing duties. The district shall not be held responsible for reimbursement of said property loss.

ARTICLE X

CITIZENSHIP

Nothing in this Agreement shall be construed to interfere with the right of a teacher to exercise such rights as registering and voting, participating in party organizations, discussing political issues publicly, campaigning for candidates, contributing to campaigns of candidates, lobbying, organizing political action groups, and running for and serving in public offices which are not incompatible with his/her current employment,

provided that the foregoing shall not be construed so as to authorize a teacher to improperly use institutional or classroom privileges or facilities to promote political candidates or to further partisan political activities, or to inculcate personal political views in the mind of any student.

ARTICLE XI

VACANCIES, PROMOTIONS, ASSIGNMENTS, AND REASSIGNMENTS

11.1 For the purposes of this article only, the following terms shall have the following meanings:

Vacancy. Either: 1) a new or unfilled promotional position outside of the bargaining unit, or 2) a new or unfilled bargaining unit position which cannot be filled by an honorably dismissed teacher who has recall rights.

Assignment. The building and grade-level or departmental placement of a teacher.

Transfer. A change in the building and/or grade-level and/or departmental placement of a teacher which is made known to the teacher by the end of the school year prior to the effective date of the change.

Reassignment. A change in building and/or grade-level and/or departmental placement of a teacher which is made known to the teacher after the end of the school year.

Split Assignment. An assignment that involves more than one grade level at the elementary level or more than one department at the high school or junior high school level.

Double Assignment. Combining more than one level of a given course (e.g. Latin III and IV).

Promotional Position. One that pays a salary differential or one that is of an administrative or supervisory nature or both, but not including extended-year contracts.

Traveling Position. One that requires a teacher to perform duties in more than one building.

11.2 The Superintendent or his/her designee shall have posted an online posting/application system a notice of all vacancies in promotional and new positions, or any other open bargaining unit positions which cannot be filled by honorably dismissed teachers having recall rights as they occur or as they are

anticipated. Such notice shall be accompanied by a job description and a statement of minimum qualifications and salary range. Vacancy notices shall be sent via email also. No such vacancy shall be filled on a permanent basis without such vacancy having been posted for at least ten (10) teacher workdays or ten (10) calendar days during the summer vacation period. In case of emergency, the vacancy shall be posted for at least five (5) days. Temporary appointments shall not extend for more than three (3) months after they are made.

- A. The Association president or his/her designee shall be regularly furnished the updated listing of all vacancies of whatsoever nature prepared by the Assistant Superintendent or his/her designee. The Association president or his/her designee shall also receive written or electronic notice of all teacher letters of resignation within seven (7) days of the Superintendent's receipt of the same unless the teacher requests the resignation be kept in confidence.
- B. Any teacher applying for a transfer who is not selected to fill the requested position may request, and upon such request shall receive, a written response from the Superintendent or his/her designee stating the reasons for the denial.

- 11.3 Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer where a vacancy exists. Such application shall be in writing to the Superintendent or his/her designee. Any such teacher may also submit in writing to the Superintendent or his/her designee a request for reassignment, if a vacancy should arise, and an appropriate register of such requests shall be maintained. The register shall be reviewed prior to the employment of new personnel and prior to the finalization of the assignment of teachers.
- 11.4 Involuntary transfers or reassignments shall be made known to teachers in the same manner that assignments are made known and pursuant to the same rights and conditions set forth in this Agreement.
- 11.5 The Board and the Association acknowledge that it is most desirable to have employees teaching in positions for which they volunteer; however, it is not always possible to accommodate such wishes due to legal qualifications, staff reductions, and the like. However, reasonable effort shall be undertaken to avoid involuntary transfers or reassignments except where the same are required for the effective operation of the schools as determined by the board of education and the superintendent.
- 11.6 The Board acknowledges it is frequently desirable to fill promotional positions from the existing district staff and to this end will continue to receive with enthusiasm applications from teachers for promotional positions.

- 11.7 The Board will make a reasonable effort to avoid the use of split-grade-level assignments and double assignments. Where split-grade-level assignments are necessary, the affected grade-level teachers will be notified and qualified volunteers sought. The term "qualified" is not limited to legal qualifications. If no volunteers are available, the building principal will assign a teacher to the split-grade-level position. This paragraph is not intended to prevent the development of multi-age classes where assignment to a multi-age class is agreed to by the teacher(s) involved.
When a building principal determines that it is necessary to establish a double assignment (e.g., combining Latin III and IV), the affected teachers will be so notified and, if appropriate, volunteers sought. If volunteers are not available or are not applicable to the assignment, the principal will assign a teacher to the position.
- 11.8 The Board will make a reasonable effort to minimize the transfer or reassignment of teachers and to minimize the number of traveling positions within a school year based on yearly needs. The Board shall attempt to ensure that no high school teacher is assigned off-site for an entire day.
- 11.9 When potential transfers or reassignments are considered by the administration, such change may be informally discussed with the teacher without prejudice.
- 11.10 Volunteers shall be solicited for traveling positions; however, the administration's decision for such positions shall be final.
- 11.11 Teacher assignments will be made subject to the following:
- A. A teacher shall be given written formal notice of his/her anticipated building, grade level, or departmental assignment for the forthcoming school year prior to the end of the preceding school year. Teachers being transferred shall be so notified at least two (2) weeks prior to the end of the current school year. In the event a transfer is made, the teacher shall be offered the opportunity of a conference with the Assistant Superintendent or such other administrator who shall be designated by the Superintendent. Such conference will include, at the request of the affected teacher, other teachers affected by the proposed change provided these other teachers are willing and available to participate in the conference. Conference rights shall not apply to unforeseeable emergency situations of less than twenty (20) days. Every effort shall be made to maximize the amount of notice to teachers who are transferred.
 - B. Before any involuntary transfer or reassignment is made, a reasonable effort will be made to fill the position on a voluntary basis where, in the

judgment of the administration, equally qualified teachers are available. If requested by the teacher, the rationale for such transfer or reassignment shall be given by the administration in writing.

- C. If a reassignment occurs prior to August 1, the teacher may resign by submitting his/her resignation in writing to the Superintendent or his/her designee within five (5) calendar days of his/her receipt of the notice of reassignment, or within ten (10) calendar days of the date of mailing of such notice, whichever shall first occur. Notice will be mailed to the last known address of the teacher or personally delivered to the teacher.
- D. No reassignment shall be made between August 1 and the opening of the new school term unless required by changes in enrollment, termination of employment by teachers, an emergency, or to assure the effective operation of the schools. Any teacher thereby reassigned may submit his/her resignation without prejudice provided such resignation shall be given to the Superintendent within five (5) calendar days of his/her receipt of notice of reassignment, or within ten (10) calendar days of the date of mailing of such notice, whichever shall first occur. Notice will be mailed to the last known address of the teacher or delivered personally to the teacher.
- E. Teachers who are transferred or reassigned shall not be required to physically move materials, supplies, and/or furniture as part of such move provided that said items are packed by the teacher within the timeframe set forth herein. Teachers being reassigned shall ~~not~~ be required to pack any belongings being moved no later than 7 calendar days after the last student attendance day. Any items which are packed will be moved over the summer break as part of such move. In addition, the District shall provide packing materials to staff upon request after notification of transfer or reassignment. The district shall not be held responsible for any damage to personal property.
- F. No teacher shall be involuntarily assigned to a promotional position.

11.12 Notwithstanding any other provision in this Agreement to the contrary, in the event that the Administration determines that one or more reassignments or transfers are to be made in order to increase student performance for purposes of state and federal legislation and rules promulgated pursuant to the federal Every Student Succeeds Act (ESSA), the following shall apply:

- A. The Administration, in writing, shall notify the affected teachers no less than two weeks prior to the end of the school year. In the event a reassignment or transfer is made, the teacher shall be offered the opportunity of a conference with the Assistant Superintendent or other such administrator who shall be designated by the Superintendent. A

teacher reassigned or transferred hereunder may resign by submitting his/her resignation in writing to the Superintendent within two weeks following a conference with the Assistant Superintendent or designated administrator.

- B. In the event a teacher reassigned or transferred hereunder resigns, the Administration may notify another teacher of his/her reassignment or transfer within one week of receipt of the resignation. That teacher shall then be offered a conference with the Assistant Superintendent or designated administrator and may resign within two weeks following the conference.
- C. This process may be repeated as often as is necessary to accomplish the original intent of the Administration.
- D. Teachers reassigned or transferred hereunder shall have access to a maximum of \$300 to purchase instructional materials that will benefit the reassignment or transfer. Such purchases must be done with a district purchase order and must be completed no later than March 1st of the school year in which the transfer or reassignment is implemented. If the purchase cannot be made with a purchase order, the principal must approve another method of purchase.

- 11.13 If a summer program is conducted by the Board, a list of all anticipated certificated summer school positions in the district shall be provided to each teacher at least four (4) weeks prior to the opening date of the summer school program. Availability of positions will be determined by student registration, and preference for employment shall be given to the teachers as defined herein. The following provisions of this Agreement shall be applicable to any summer program:

Section 2.2; Article IV; Section 7.1, Section 7.2, Section 7.3, Section 7.7; Article VIII; Article IX; Article XII; and Article XIII.

If an evaluation of a teacher's instructional effectiveness in a summer program is to be made a part of the teacher's permanent record, such evaluation will be conducted according to the provisions of Sections 3.2, 3.3, 3.4.1, 3.6, 3.11, and 3.13.

- 11.14 A survey of staff interested in sixth assignments (*i.e.*, sixth assignments for this purpose means a section in excess of 300 student contact minutes) for the following school year will be distributed to the staff in May of each year. Interested teachers will provide to the administration a self-addressed envelope prior to the close of the school year. If a sixth assignment is available, notices will be mailed only to those teachers in the department who expressed an interest on the survey and provided the self-addressed envelope to the

administration. In addition to this mailing, all sixth assignment opportunities will be posted. Teachers must apply in order to be considered for the sixth assignment. Teachers must be certified and qualified for the position. Sixth assignments will be assigned for a full school year unless the course is a semester course.

Teachers will be considered for sixth assignments in the following order:

- A. Teachers within the department by RIF list groupings—starting with group 4, through group 1 in descending order, based on seniority in each group.
- B. Teachers in other departments by RIF list groupings—starting with group 4, through group 1 in descending order, based on seniority in each group.
- C. Seniority shall be as defined in section 21.1 of this Agreement.

For the purposes of this section only, the following department designations shall apply:

- A. English (including Humanities English)
- B. Social Studies (including Humanities Social Studies)
- C. Science
- D. Math
- E. Foreign Language
- F. P.E./Health/Drivers' Education
- G. Special Education
- H. Career and Technical Education
- I. Art
- J. Music

Prior to making such involuntary assignment, the administration will seek volunteers willing to teach such a class.

- 11.15 Extra-duty positions for the coming school year shall be posted following the end of the season or within a reasonable period after a vacancy occurs. An

applicant who is not selected shall be given, upon request, the reason therefore. No experienced Crete-Monee teacher shall be removed from an extra-duty position solely for the purpose of using said position to attract a new employee.

11.16 The parties agree that online learning management platforms will provide an essential element of a comprehensive educational system. Teachers with assignments using an online learning management platform shall have their teaching materials and lessons recorded and stored securely on a system which permits access by students who want to review the materials or the lesson at a later date. The following guidelines will be for teachers who utilize these platforms:

1. Lessons can only be viewed by students who have log-in access to our secure system.
2. Lessons observed for evaluation purposes must still follow all protocols listed in the Professional Evaluation Program for Teachers.
3. Lessons and materials retained on these platforms may be utilized as artifacts for evaluation under protocols listed in the Professional Evaluation Program for Teachers.
4. Any such lesson recorded will be considered a "work for hire" and shall remain the property of the District.
5. Subject to the availability of the required equipment and access, teachers will be expected to use the technology in the most beneficial manner to enhance the educational offering.
6. In the event the District implements e-learning in lieu of make-up days for emergency school closures, the Association and Board agree to meet and discuss recommended procedures for implementation.

ARTICLE XII

GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time-to-time, arise concerning the application of this Agreement.

This procedure is a written and orderly method of available pursuit of redress from any alleged grievance and all parties agree that any proceedings shall be kept as informal and confidential as may be appropriate at any level of procedure.

12.1 Definitions

- A. Grievance shall be an allegation by a teacher, a group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. Grievant is the person or persons making the allegation.
- C. Party of interest is any person who might be required to take action or against whom action might be taken to resolve the grievance.
- D. Days, when used in this procedure, shall mean school days except that when a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist of all workdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible. School days, for the purpose of grievance procedure, shall mean teacher employment days.

12.2 Procedures for Initiation and Processing of Professional Grievance

The grievance procedure shall be initiated within fifteen (15) days of the incident giving rise to the grievance according to the following procedures:

A. Informal Process

The parties hereto acknowledge that it is usually most desirable for a grievant and an immediately involved supervisor to resolve problems through free and informal communications. Therefore, prior to any submittal of a formal grievance, but within fifteen (15) working days of the incident giving rise to the grievance, an informal conference shall be held. The request for an informal grievance conference shall be clearly stated.

When requested by the grievant, an Association representative may accompany the grievant to assist in the informal resolution of the grievance. After the informal conference, the administrator will investigate and consider the facts as alleged in the conference and will respond within three (3) days as to his/her findings on the matter. In the event that the building principal determines that an informal meeting would serve no beneficial purpose, he/she may, within three (3) days after the request for the meeting, notify the grievant or the Association representative in writing that he/she waives the right for the meeting. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:

B. Step One: Principal

The grievant or an Association representative may, within five (5) days of the administrator's response to the informal process outlined above or eight (8) working days of the meeting if no response is received, present the grievance in writing to the principal who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Such grievance shall be submitted on a form headed "Notice of Grievance" which shall be a facsimile of Appendix C hereof. The language of the grievance will contain reasons for the grievance and the article or articles being grieved. The grievant may be present for the meeting and may be accompanied by an Association representative. The principal shall provide a written answer to the grievance with a copy to the grievant and the Association within five (5) days after the meeting. This answer shall include the reasons for the decision. If an informal meeting has been held, the grievant and the principal may mutually agree to refer the grievance directly to Step Two without holding a Step One meeting.

C. Step Two: Superintendent

If the grievance is not resolved at Step One to the satisfaction of the grievant, the grievant or an Association representative may refer the grievance in writing to the Superintendent or his/her official designee within five (5) days after the receipt of the Step One answer or within ten (10) days after the Step One meeting if the principal does not answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of the receipt of the appeal. The grievant, an Association representative, and all other parties of interest may be present for the meeting.

Each party shall have a right to include in his/her representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. The Superintendent or the designee shall provide a written answer to the grievance, with copies to the grievant and the Association, within ten (10) days after the meeting. This answer shall include reasons for the decision.

D. Step Three: Binding Arbitration

If the grievance is not resolved at Step Two to the satisfaction of the grievant, or the time limit expires without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Superintendent to respond under the provisions of Step Two, then the grievance shall be deemed withdrawn.

1. The arbitrator shall have no power to alter the terms of this Agreement. The arbitrator shall be strictly limited to deciding only the issue or issues presented to him/her by the Board and the Association, and the decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
2. The arbitrator is empowered to include in his/her award financial reimbursement and other remedies within his/her legal authority.
3. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.
4. If either party requests a transcript of the proceedings, the party shall bear the full costs for that transcript and the cost of a copy of the transcript if such shall be requested by the arbitrator. If both parties order a transcript, the costs of the two (2) transcripts and the cost of the arbitrator's copy of the transcript shall be divided equally between the parties.
5. Grievances will be arbitrated in sequential order determined by their initiation at Step One described above.

The Board shall take action upon the award of the arbitrator not later than ten (10) days following the receipt of the recommended award.

12.3 Bypass to Step Two

- A. If the grievance is based upon an action (or absence thereof) of the Superintendent or of the Board, the grievance may be initiated at Step Two. An informal meeting shall be held prior to the filing of a written grievance with the Superintendent or his/her designee.
- B. If the Association and the Superintendent agree, any step including the informal meeting of the grievance procedure may be bypassed and the grievance brought directly to the next step.

12.4 Association Participation—Teacher Represented

The Board acknowledges the right of an Association representative to participate in the processing of a grievance beginning at the informal process if requested by the grievant, or at Step One, in other cases. No grievant shall be

required to discuss any grievance at this or subsequent steps if the Association representative is not present.

12.5 Association Participation—Teacher Not Represented

When a teacher is not represented by the Association, on its request, the Association shall have the right to have its representative present to state its views at all stages of the grievance proceedings.

12.6 Board-Administration Cooperation

The Board and the administration shall cooperate with the Association in its investigation of any grievance, and further will furnish the Association with such information as is available without special preparation upon request.

12.7 No Reprisals Clause

No reprisals of any kind shall be taken by the Board or the administration against a grievant because of his/her participation in this grievance procedure.

12.8 Released Time

Should the processing of any grievance require that a grievant or an Association representative be released from his/her regular assignment, he/she shall be released without the loss of pay or benefits. The processing of grievances shall require the administration to schedule hearings. Such hearings shall normally be scheduled during non-teaching time.

12.9 Filing of Grievance Documents

All documents dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

12.10 Withdrawal of Grievance

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

12.11 Informal Discussion with Supervisor

Nothing contained herein shall be construed as limiting the right of any aggrieved person having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided that such resolution conforms with the terms of this Agreement.

ARTICLE XIII

ACADEMIC FREEDOM

The Board affirms the right of academic freedom for teachers of the district. Academic freedom shall mean that teachers may present instructional materials which are pertinent to the subject within the outline of course content for the grade level taught and within the planned instructional program as recommended by the administration and as approved by the Board of Education. Teachers shall present all facts of controversial issues in a scholarly, analytical, and objective manner, within the limits of appropriate pedagogical discretion and propriety, in consideration of the approved instructional program for the grade level taught. Teachers shall be entitled to freedom of discussion within the classroom of all materials directly pertinent to the subject matter under study, as are appropriate to the grade level taught, and which fall within the range of professional competence of the teachers. Whenever a teacher has been alleged to have abused his/her right to academic freedom, the teacher and his/her immediate supervisor shall hold a conference in an attempt to resolve the matter informally. If the matter is not resolved informally, the administration shall notify the teacher in writing of the specific charges at least ten (10) school days in advance of any hearing or other action to be taken.

ARTICLE XIV

TEACHING HOURS AND ASSIGNMENTS

14.1 The normal 6-12 teaching load shall not exceed 300 minutes. In the case of the Middle School, the staff has agreed to shorten instructional periods so that an advisor/advisory period can be deployed each day within the student's schedule. All Middle School teachers will be assigned an advisor/advisory period. The advisor/advisory period will be considered a brief period for announcements, reviewing expectations, or teachers providing education that promotes better social skills, career awareness or community service. This period is factored into the 300-minute day.

As part of the 300 minutes, High School teachers shall have an intervention period scheduled. The intervention period will be considered a brief period for behavioral and/or academic intervention and parent communication.

In addition to the foregoing, it is expected that teachers will be in the hallway assisting with student supervision by their classrooms during passing periods.

A list of supervisory assignments shall be available at the High School by May 1 for the following school year. The list shall be developed by a committee of three teachers and three administrators who shall determine what assignments are on the list and how many teachers are needed for each assignment.

Teachers at the high school who sign up for supervision assignments will be paid at the extended day rate. Teachers who are going to volunteer for supervision assignments should commit to their volunteer assignments by the first week of the work year of each school year. The list may be updated quarterly during the school year.

- 14.2 Lunchroom supervision at all schools shall be compensated at the rate as stated in the Non-Athletic Salary Schedule based on a 45-minute period per year. Lunchroom supervision of less than 45 minutes shall be prorated. The Administration shall seek volunteers to perform lunchroom supervision. If an insufficient number of teachers volunteer for lunchroom supervision by the first day of school, lunchroom supervision will that day be assigned on a rotation basis; if more teachers volunteer for lunchroom supervision than is needed, the number will be reduced by seniority – least senior first cut. Reasonable efforts will be used to avoid having an elementary teacher assigned to lunch duty on a day that the teacher supervises students during the teacher’s specials plan and/or on a day that they do not have a special.

Bus supervision at all schools shall be compensated at the rate stated in the based on 15 minutes of supervision in the morning and 15 minutes of supervision in the afternoon only if performed outside of the regular contractual day of the teacher. The Administration shall seek volunteers to perform bus supervision. If an insufficient number of teachers volunteer for bus supervision by the first day of school, bus supervision will that day be assigned on a lottery basis; if more teachers volunteer for bus supervision than is needed, the number will be reduced by seniority – least senior first cut. Those individuals who volunteer to perform bus supervision outside of the contractual day will be required to supervise both the morning and afternoon for an annual stipend of \$1,250.

The Early Learning Center has such a unique schedule that supervision of students as it relates to transportation is well within their normal workday duties; therefore the option of bargaining members being offered bus duty contracts will not apply to Early Learning Center teachers.

- 14.3 Except in case of an emergency, all staff will notify the substitute service of any illness within a minimum of 2.5 hours prior to the start of the teacher’s workday on the day of the teacher’s absence. In addition, the staff will email the building principal or his/her designee and report on the possible length of absence, the location of special plans, and any other data relevant to assisting the substitute. This email shall be made no later than sixty (60) minutes prior to the start of the student day. The staff member will record the absence into the District attendance management system promptly after notification to the substitute service is made. The Board may require proof of illness in accordance with the *Illinois School Code*, Section 24-6--Sick Leave. If the current electronic attendance management system or payroll system are modified to a system

which is not currently utilized by members than members will be provided training on the utilization of the new system.

- 14.4 Teachers shall be required to complete ten (10) internal substitutions per school year. Teachers will be compensated for the internal substitutions at the extended day rate. Teachers whose compensation is based upon the Retirement Incentive Section of the Contract will have the number of required internal substitutions allowable without exceeding the six percent (6%) creditable earnings limit.

At the beginning of the school year, the principal shall compile a list of those teachers who would volunteer to do internal substitution and during which periods. The list will be compiled by the end of September and will be updated each trimester (grades pre-kindergarten – 8) and quarter (grades 9 – 12).

If there should be a lack of regular substitute teachers, positions will be filled in the following order:

1. Teachers needing to complete their 10 required substitutions.
2. At the middle and high school, teachers who are on the volunteer list; those teachers who have volunteered would be asked to substitute on a rotating basis during their plan time. At the elementary schools, non-classroom teachers will be used to fill positions.
3. In the event of emergency coverage, teachers may be asked to cover an additional five (5) substitutions.

Teachers who perform 5 additional internal substitutions beyond the 10 required substitutions, will be permitted to take an early dismissal at the end of the student day on a records day within the school year in which the five (5) additional days were worked.

It is expected that no teacher shall be required to perform internal substitution at the same time he/she is performing regular assigned duties. If, in the case of an emergency, a teacher agrees to cover another teacher's assignment while also performing his/her own duties, the teacher shall be compensated at the extended day rate. Except in an emergency, non-classroom teachers shall not be used as internal substitutes.

In such an emergency, the non-classroom teacher who is internally substituting shall remain responsible for his/her normal duties as well and shall be compensated at the extended day rate multiplied by the number of hours of internal substitution.

Attendance Incentive

To reduce the number of absences of CMEA members during the school year,

the following financial incentive will be in effect:

If a CMEA member is absent zero (0) sick leave days or one (1) sick leave day during an academic quarter according to the board-approved calendar, the CMEA member will receive \$300. Each quarter is determined separately with a maximum incentive of \$1,200. CMEA members on approved FMLA will not qualify for the incentive.

If a CMEA member is absent two (2) sick leave days during an academic quarter according to the board-approved calendar, the CMEA member will receive \$100. Each quarter is determined separately with a maximum incentive of \$400. CMEA members on approved FMLA will not qualify for the incentive.

All schools will have the incentive based on quarters even if the school is on trimesters.

All absences in the electronic absence system are to be finalized by the last day of each quarter. At the conclusion of each quarter, the district will create a list of CMEA members receiving the incentive and will send the list to all CMEA members no more than seven (7) days after the conclusion of each quarter. Payment of the incentive will be made no more than 30 days after the conclusion of each quarter.

- 14.5 The Board and the Association recognize the need for having a number of professional staff meetings. These meetings shall be held only as needed. Except where necessary and as hereafter provided, staff meetings shall be held during the teacher's day. Every effort shall be made to notify teachers of such meetings or cancellations one (1) week in advance.

Professional staff meetings will be subject to the following restrictions:

- A. Required teacher attendance will be limited to two hundred sixty (260) minutes per month for elementary teachers with meetings ending at least fifteen (15) minutes before the start of school;
- B. Required teacher attendance will be limited to a total of one hundred (100) minutes a week or four (400) hundred minutes per month for middle school teachers;
- C. Required teacher attendance will be limited to three hundred ninety (390) minutes per month for high school teachers.

Meetings that are called on early dismissal days, will not count against the total monthly meeting time. Any dismissal time that is earlier than the normal standard school day will be considered an early dismissal day; therefore, meetings called during the time students would normally be in school and teachers would be teaching will not count against the monthly meeting time. Meetings that are called on late start days, prior to students' arrival to school,

will not count against the total monthly meeting time. Meetings that are called on Institute Days when students are not present do not count against the monthly meeting time that a principal is limited to.

For the purposes of this provision, the term "professional staff meeting" shall include the following when required by the administration:

- A. Building Faculty Meetings
- B. Workshops
- C. In-Service Programs
- D. Grade-Level Meetings
- E. Department Meetings

Not included are:

- A. Individual Meetings with Individual Staff Members
- B. Individual Staffings for academic or behavior concerns—parents may or may not be involved.
- C. Individual Parent Conferences or conferences related to Individual Education Plans, 504 plans, or retention plans for students.
- D. Meetings for pre or post observation conferences.
- E. Meetings to discuss evaluation appraisals.
- F. Meetings to discuss parental complaints.

The administration will make earnest efforts to minimize the number and length of grade-level and department meetings involving staff during the teacher workday. The expectations for professional meetings are for curriculum, assessment, instruction, student climate, school improvement and professional development purposes—which would include, but not limited to providing minutes and artifacts of these meetings such as planning, lesson, curriculum and assessment documents.

- 14.6 It is a requirement that all certified staff members will participate in a minimum of four (4) evening events as described below:

- A. Curriculum Night

B. Back to School Night (Elementary Only; which shall be scheduled a day of the Principal's discretion typically during the first full week of school)

C. Graduation (Middle/High School Only)

D. Parent-Teacher Conferences – Spring

E. One (1) Evening Building Level Event

Curriculum Night and the (1.5) parent teacher conferences will be required for all teachers. Teachers also will be required to attend two school events per year (after the contractual work day). The expected amount of time for teacher attendance to each event cannot exceed three (3) hours. Principals can select one of the events that association members will attend and attendance to this event will be without additional pay. Teachers will also have the right to select one of the required events.

Traveling teachers will not be required to attend more than two (2) events in total.

The list of events available for association members to attend should be completed for member viewing no later than September 25th of each school year. The principal's mandatory event request should be on this list and should be noted as requiring mandatory attendance. The list should have a brief description of each event and the manner in which the member will participate. The event list will also suggest the number of association members who are needed for each event, if the need for a certain number of association members is needed. All events selected by association members should be from the event list and must be within the association members' work year. The event list shall be submitted to the association members electronically at the same time will be filled on a first-come, first serve basis up to the number listed as needed for the event.

Events that require association member participation may also require time for planning or preparation. Planning or preparation time should be done on school time using allotted monthly professional meeting minutes, however if planning takes place before or after school, it should be done with pre-approval from the building principal in an amount not to exceed three (3) hours. That planning time which takes place before or after school with the pre-approval will be compensated at the extended day rate.

Association members should commit to the event of their choice no later than September 30 of each year. We understand that from time to time emergencies may arise, where association members cannot attend an event or an

unexpected event of importance arises that should be considered by staff for attendance. Since this is true, the list may be updated quarterly during the school year. Any events that are added after September 30 will be considered an association member's "choice" and will be compensated at the extended day rate if an association member chooses an event on the updated list to still complete the requirements of this section.

An early dismissal day will be afforded to all teachers for fulfilling the obligations of this Section. The calendar committee will recommend to the administration when that early dismissal day will be scheduled. This day shall be scheduled on the Friday before Memorial Day unless this is the last day of school or the school year has already ended by the date. In that case, the day shall be scheduled the Friday the week before the final day of the school year.

Teachers must fulfill the requirements of this section prior to the last day of school. If this obligation is not met before the last day of school, the teacher will be subject to discipline in accordance with this Agreement.

All parties agree that for the duration of the current agreement, parent-teacher conferences will take place during Monday & Tuesday of Thanksgiving week under the following conditions:

- Parent Teacher Conferences are scheduled from 10:30 a.m.-8:30 p.m. It is intended that there will be a 30-minute lunch period and a 60-minute dinner period. Scheduling of the meal times will be determined by the principal of each site.
- Parent Teacher Conferences are scheduled from 8:30 a.m.-12:00 p.m.
- CMEA members who are not directly assigned duties during the parent-teacher conference periods described above will schedule an equivalent number of hours on Parent Teacher Conference dates as agreed upon between the member and his/her supervisor.
- Virtual and In-Person meeting options for Parent Teacher Conferences shall be made available for parents to choose.

For Monee Education Center (MEC), the parent teacher conferences will be scheduled as follows:

1. The first date for Parent Teacher Conferences will be between 7:00 a.m. through 3:30 p.m. with lunch between 11:00-11:30 a.m.
2. The second date for Parent Teacher Conferences will be between 7:00 a.m. through 12:00 p.m.
3. CMEA members who are not directly assigned duties during the parent-teacher conference periods described above will schedule an equivalent

number of hours on Parent Teacher Conference dates as agreed upon between the member and his/her supervisor.

14.7 The teacher's regularly scheduled workday shall not be expanded beyond the levels prevailing in each school during the 2018-2019 school year. Each teacher shall be provided a duty-free lunch period equal to the regular school lunch period but not less than thirty (30) minutes. This 30-minute duty free lunch period should not be considered as part of the travel time for traveling teachers. An effort shall be made to schedule such lunch periods during the times when lunch is available in the building.

14.8 Elementary teachers shall be provided preparation time during those periods when their classes are receiving instruction from music, art, and/or physical education teachers. The teacher's presence will not be required when his/her students are present with the music, art, and/or physical education teacher for instruction.

The weekly schedule for elementary special classes will provides three (3), twenty-five (25)-minute physical education classes; one (1), thirty-five (35)-minute general music class; and one (1), forty (40)-minute art class for each classroom of full-day students in grades kindergarten through five or a mutually-agreeable specialists' schedule for kindergarten classes which is equivalent to one-half (1/2) of the above for each half-day kindergarten class.

Middle school teachers shall have both individual and team planning daily; however, one of the plans may not be within the instructional day.

14.9 The duty-free lunch period and preparation time shall be a part of the regular teacher workday.

14.10 Teachers who are assigned teaching duties at more than one (1) building shall have no supervisory duties except those required at the beginning or end of the day as set forth in this Agreement. If the traveling teacher's day exceeds the seven and one-half hour contract day due to start and end time differences between the buildings where assigned, they will be compensated at the extended day rate on a bi-weekly basis if the amount of hours that they exceed their normal 7.5 hour work day is lower than 60 hours per semester. If the amount of working hours of a traveling teacher exceeds 60 hours a semester beyond the 7.5 hour work day, then the teacher will be given a sixth assignment. If the teacher already has a sixth assignment, the teacher will be paid at the extended day rate for every hour they work beyond their 7.5 hour work day on a bi-weekly basis.

14.11 Within each attendance center, supervision assignments shall be rotated equitably among all teachers.

The process to be used in filling these supervision assignments shall begin with providing the notice to teachers. In the event that the number of teacher volunteers from that building is not sufficient to fill the need, volunteers shall be sought from teachers at other buildings in the district. Assignments not filled by teachers shall be offered to non-teachers who have been deemed by the administration to be qualified for the assignments. In the event that teachers and qualified non-teachers who volunteer for the duties are not sufficient to fill the need, the administration may assign the unfilled duty(ies) to teachers who have not already volunteered. Teachers fulfilling supervision assignments shall receive the appropriate stipend therefore, whether their assignment is voluntary or involuntary.

- 14.12 The normal workday for deans of students at all levels shall not be limited by the provisions of Section 14.1 to three hundred (300) minutes per day. Rather, deans of students shall be available to students throughout the normal workday. In addition to the normal workday, deans shall be in attendance for an additional thirty (30) minutes following the conclusion of the normal workday for teachers. Deans will be compensated for the additional thirty (30) minutes will be compensated at the extended day rate.

In addition to the normal workday, the deans of students shall be expected to be in attendance to a maximum of two hundred (200) hours per school year at extracurricular activities both within and outside the district as assigned by the administration. The provisions of Section 14.11 of this Agreement shall not apply to the deans of students.

In addition to the work year provided in Section 24.13 of the Agreement, the deans of students may be required by the Board to work the five (5) days immediately following the regular school term and the five (5) days immediately prior to the next school term. Additional workdays may be required by the Board but must be scheduled at a time agreeable to the dean being so required.

For each day so worked by a dean in excess of the days provided in Section 24.13 of this Agreement, the dean shall be paid his/her daily rate as provided in Section 24.9.

Deans shall be paid at the extended day rate for 200 hours of work as added compensation for added responsibilities and added hours required as part of their positions. If a Dean does not complete 200 hours of work for added responsibilities, their stipend will be prorated based on the extra hours that were worked.

Since deans are part of the bargaining unit, they are eligible to be considered for lunch duty or bus supervision. If there is a lack of volunteers for lunch or bus supervision, deans can be assigned these duties by their administrators

and will receive the appropriate compensation for such supervision in addition to their 200 hours of supervision.

- 14.13 The Crete-Monee Board of Education will continue its long-standing tradition of scheduling release time days at the end of each grading period. The release time for each of these days will be designated as teacher paperwork/records time and will not be used for any other purposes. Unless an alternate scheduling is agreed upon by the Board and the Association, such release time will be held the last two (2) hours of the school day, and the days are as follows:
- A. Last Teacher Workday of the First Quarter/First Trimester
 - B. Last Teacher Workday of the Second Quarter/Second Trimester
 - C. Last Teacher Workday of the Third Quarter.
 - D. Last Early Dismissal Day of the Fourth Quarter/Third Trimester

These days will be called Record Days.

- 14.14 In reporting student attendance, all teachers in grades PreK-12, will record the student present, absent, or tardy, using the district's student attendance record keeping software.
- 14.15 On or before October 1 of each school year, the Association president will notify teachers of vacancies on Professional Association Committees. Teacher nominations or volunteers will be submitted to the Superintendent or designee for placement on such committees according to the procedure listed in Article 6.2D. This does not preclude the Superintendent from soliciting volunteers from the teaching staff so long as such additional appointments do not constitute a majority of teachers on the committee.
- 14.16 Each building principal, together with all teachers of elementary art, physical education, and vocal music who are assigned to that building, shall earnestly endeavor to provide in these teacher's schedules a five (5)-minute transition period between classes in order to allow the teacher time to prepare for the upcoming class. Teachers of elementary physical education, art and vocal music shall provide no more than three hundred Twenty (320) minutes of instruction.
- 14.17 Saturday Detention Program
- A. Supervision for Saturday detention shall be rotated among a two (2)-person team consisting of volunteers. One (1) member of this team will supervise on alternate Saturdays.

- B. Teachers shall be notified, no later than the end of the school day on the prior Thursday, if their services are needed for the following Saturday. Teachers shall be notified of the administrator that will be in charge on that Saturday so that the teacher knows who to contact in the case of an emergency or illness. In such cases, the teacher shall let the administrator know as soon as possible, but no later than 6:00 a.m., of the appointed Saturday. The administrator will contact the substitute.
- C. If other reasons exist that would result in the assigned teacher's absence on his/her assigned Saturday, he or she must notify the building administration by the preceding Thursday.
- D. Saturday detention will be held at all applicable buildings. At least one administrator or dean will be expected to be present.
- E. Teachers will supervise a maximum of fifteen (15) students within each two and one-half (2 1/2)-hour block and will be paid at the extended day rate. In addition, teachers will be paid for fifteen (15) minutes prior to the beginning of detention and for the amount of time the teacher is required to remain at school after detention in order to assure that all students have been picked up.
- F. A sub-list of interested teacher volunteers will be developed and will be called upon on an as-needed basis.

14.18 School Counselors – will receive a contract for two hundred (200) days (including twenty (20) additional days paid at the per diem rate). Each counselor will receive a status sheet reflecting the contracted salary by August 1. The counselors will work three (3) weeks before school starts and one (1) week after the last teacher day.

Transition counselors will receive a contract for two hundred ten (210) days. All days beyond the standard one hundred eighty (180) workdays will be paid at the per diem rate. Transition counselors will work fifteen (15) days after the last teacher day of the work year and fifteen (15) days before the first teacher day of work in the beginning of the school year.

School Counselors shall be allowed a thirty (30)-minute duty free lunch period during their workday.

When assigning school counselors supervision responsibilities proximity to the counselor's office will be one of the considerations considered for making post assignments but the Principal's determination as to post assignments shall be final. School counselors will not be responsible for providing supervision responsibilities if they are providing direct service to a student during the time

where supervision is expected but shall take reasonable steps necessary to avoid scheduling students during these time periods.

School Counselors will not be required to use the Substitute Management system; however, School Counselors will be required to report their absences into the District attendance management system promptly after providing notification of their absence.

School Counselors will be available to meet with parents at Parent-Teacher Conferences.

- 14.19 School psychologists shall be responsible for working a seven and ½ hour work day according to the specified building hours. In addition to the normal work day, school psychologists shall be in attendance for an additional 30 minutes either before the start of the designated start time or after its conclusion. The additional 30 minutes will be compensated at the extended day rate.

Comp time is awarded for time spent outside of the 8-hour work day that has been pre-approved by appropriate administrator for managing crises and/or attending mandated conferences on weekends, school holidays, or hours past the work day. The use of comp time must be pre-approved by an appropriate administrator and used within the current school year but shall not be available for use within the last five (5) days of the school year or during any building institute days.

The school psychologists shall work an additional five (5) consecutive seven and ½ hour (7.5) days prior to the first teacher workday and five (5) consecutive seven and ½ hour (7.5) days following the last day of student attendance. These additional days will be compensated at the per diem rate for working a seven and ½ hour work day.

School psychologists shall be allowed a 30-minute duty free lunch period during their work day.

Due to the nature and unexpectedness of the school psychologist position, no supervision responsibilities shall be required.

School psychologists will not be required to use the substitute scheduling System; however, school psychologists will be required to report their absences into the District attendance management system promptly after providing notification of their absence.

School psychologists will be available to meet with the parents at Parent-Teacher Conferences. The school psychologist will be available in his/her office due to confidentiality issues for students with IEP's.

- 14.20 School social workers shall be responsible for working a seven and ½ hour workday according to the specified building hours. In addition to the normal workday, school social workers shall be in attendance for an additional 30 minutes either before the start of the designated start time or after its conclusion. The additional 30 minutes will be compensated at the extended day rate.

Comp time is awarded for time spent outside of the 8-hour workday that has been pre-approved by appropriate administrator for managing crises and/or attending mandated conferences on weekends, school holidays, or hours past the workday. The use of comp time must be pre-approved by an appropriate administrator and used within the current school year but shall not be available for use within the last five (5) days of the school year or during any building institute day.

The school social workers shall work an additional ~~ten (10)~~ five (5) consecutive seven and ½ hour (7.5) days prior to the first teacher workday and five (5) consecutive seven ½ hour (7.5) days following the last day of student. These additional days will be compensated at the per diem rate for working a seven and ½ hour workday.

School social workers shall be allowed a 30-minute duty free lunch period during their workday.

Due to the nature and unexpectedness of the school social worker position, no supervision responsibilities shall be required.

School social workers will not be required to use the substitute scheduling system; however, school social workers will be required to report their absences into the District attendance management system promptly after providing notification of their absence.

School social worker will be available to meet with the parents at Parent-Teacher Conferences. The school social workers will be available in his/her office due to confidentiality issues for students with IEP's.

- 14.21 Speech-Language Pathologists - Full-time speech-language pathologists shall be responsible for working a seven and ½ hour workday according to the specified building hours.

Speech-language pathologists shall be allowed a 30-minute duty free lunch period during their workday.

Due to the responsibilities and roles of the speech language pathologist, no supervision responsibilities shall be required.

Speech-language pathologists will not be required to use the substitute scheduling system; however, and speech-language pathologists will be required to report their absences into the District attendance management system promptly after providing notification of their absence.

Speech-language pathologists will be available to meet with the parents at Parent-Teacher Conferences. The speech-language pathologists will be available in his/her office due to confidentiality issues for students with IEPs.

14.22 Administrators with Teaching Duties

Administrators who are assigned department chair responsibilities in buildings that serve students in grades 6-12 may have teaching assignments in those buildings not to exceed two course sections a day for the purpose of meeting special program needs of the building.

14.23 Newly hired speech/language pathologists, school psychologists, social workers, and mental health workers shall receive an initial salary placement on the salary schedule in the MA + 27 lane, in recognition of the extensive additional preparation required to achieve their master's degree.

To be considered for the MA + 45 lane, employees in the above-named categories must achieve at least 45 hours beyond their initial master's degree for the above-named category. To be considered for the Ph/Ed lane, the employees shall earn the relevant degree.

14.24 The Board of Education ("Board") has established the position of Technology Integration Coordinator (TIC) to provide ongoing professional development and instructional services to teachers to improve the integration and instructional use of technology in classrooms throughout the District. This position is being established as a teacher leadership position. Due to the nature of the position, it will be necessary for the TIC to work a flexible daily schedule and a flexible work year. As a result, it is agreed that the teacher(s) in this position will work under the following conditions which may vary from those of other teachers:

- The teacher workday for the TIC(s) will be seven and ½ hours (7.5) as agreed upon between the TIC(s) and the supervisor. In addition to the normal workday, the TIC(s) shall be in attendance for an additional 30 minutes, which will be compensated at the extended day rate.
- The teacher's lunch period will be a minimum of 30 minutes, duty free, scheduled at a time agreed upon between the TIC(s) and the supervisor, but during times when lunch is served in District facilities.

- The TIC(s) will work an additional twenty (20) seven and ½ hour (7.5) days for the purposes of carrying out responsibilities during the summer non-attendance period. These days will be agreed to between the TIC(s) and the supervisor on an annual basis prior to the last student day of school.
- In consideration for additional work hours, the TIC will be granted a stipend equal to the “Dept+” level for a Department Leader under the non-athletic extra duty salary schedule included in the collective bargaining agreement.

The parties recognize that in all other respects, the TIC(s) will be bound by the same terms as those granted to any other teacher under the terms of the collective bargaining agreement with CMEA.

- 14.25 Full-time Mental Health Workers shall be responsible for working a seven and a half hour day which will be flexed in order to accommodate afternoon meetings with parents. Mental Health Workers shall be allowed a 30-minute duty free lunch period during their workdays.

Due to the nature and unexpectedness of the Mental Health Workers, no supervision responsibilities shall be required.

Mental Health Workers will not be required to use the Substitution scheduling system; however, Mental Health Workers will be required to report their absences in the District attendance management system promptly after providing notice of their absence.

Mental Health Workers will be available to meet with the parents at Parent-Teacher Conferences. The Mental Health Workers will be available in his/her office due to confidentiality issues. For purposes of a Reduction in Force, Mental Health Workers will be considered as a separate category.

ARTICLE XV

PROFESSIONAL DUES DEDUCTION

- 15.1 The Board agrees to deduct from the pay of each teacher with a current or continuing membership written authorization form for dues deduction, executed by the teacher, and provided the amount to be deducted from each paycheck

shall be the same. Such authorization shall specify the amount of dues to be deducted from each teacher's salary. Such authorization cards shall be furnished by the Association.

- 15.2 A teacher employed on or before the start of the school term may authorize dues deduction by having presented an authorization card to the Board on or before October 1. The amount specified by the Association will be prorated and deducted from the biweekly paychecks beginning in October and ending in June.
- 15.3 Any teacher employed after the start of the school term may authorize dues deduction by presenting an authorization card to the Board. Such deduction to commence within thirty (30) calendar days of the authorization.
- 15.4 On receipt of dues revocation, the Board will notify the Association in writing of such dues revocation. The revocation shall be implemented in the payroll period following the payroll period in which notice is received.
- 15.5 All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after such deductions are made.
- 15.6 In the event any teacher commences a legal action against the Board in a court or administrative agency because of the Board's compliance with this article, the Association and its affiliates agree to defend such action, at their own expense and through counsel of their own choice, provided:
 - A. The Board gives immediate notice of such action in writing to the Association and permits the Association to intervene as a party; and
 - B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at any stage, hearing, or argument of said legal action.
- 15.7 The Association and its affiliates agree that in any such action they will save, indemnify, and hold harmless the Board, its members, employees, and agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency.
- 15.8 It is expressly understood and agreed that the defense and indemnification covenants that are expressed herein shall not apply to any claim, demand, or suit which may arise as a result of any type of willful misconduct by the Board (other than any necessary action required to be performed by the Board in this article); however, such defense and indemnification covenants shall not protect the Board in any grievance pursuant to Article XII of this Agreement which solely alleges a violation on the part of the Board of the provisions of this article.

ARTICLE XVI

GENERAL EMPLOYMENT PRACTICES

- 16.1 A newly appointed teacher shall, before reporting for duty, furnish a certificate of health signed by a physician giving such information concerning the medical history, tuberculosis test, and health and physical fitness of said employee. The Board may require a subsequent medical examination. The employee shall pay for the initial physical examination, and the district shall provide a list of at least three (3) physicians from which the teacher may select.
- 16.2 Teachers new to the district must furnish official transcripts, credentials, registered teaching certificate(s), or application for the same, along with the complete physical and TB test, within thirty (30) days of the day of employment. Failure to provide required documentation or evidence of the application for the same may result in termination of the teacher's contract.
- 16.3 The administration and CMEA representation will annually review the employee handbook for possible revisions before the final teacher workday of each school year. CMEA participation in the annual review of the handbook would be advisory in nature unless any policy in the handbook conflicts with the CMEA's contract. Each employee will receive an employee handbook and will be required to acknowledge the receipt of the handbook by signing the acknowledgement-receipt-page.
- 16.4 As each building acquires a keyless entry system for the purposes of proper access control, attendance and safety, building employees will be given a proxy key card to enter and leave the building. All employees must follow the procedures outlined in the employee handbook for the use of the proxy keyless system.
- 16.5 Teachers will comply with the district's dress code as stated in the District's employee handbook.
- 16.6 Association members will keep a communication log/calendar of phone calls made to parents and meetings had with parents which will include the date, time and purpose for these contacts. Association members will keep copies of all correspondence to parents such as newsletters, notes, and e-mails—these copies can be in digital or hard-copy formats. When communication with parents is discussed, or becomes a matter of concern or question, the association member will produce the documentation of communication kept with parents.
- 16.7 The State Board of Education has been selected to administer a statewide survey to provide feedback from, at a minimum, students in grades 6 through

- 12 and teachers on the instructional environment within a school. The data resulting from the survey must be provided to the State Board of Education and is published on the annual school report card. The principal or immediate supervisor will provide time during teacher meetings or professional development days or at other times that would not interfere with the teachers' regular classroom and direct instructional duties to take the survey. After the survey is taken, the teacher will print the confirmation for survey completion provided by the survey provider, will sign the confirmation sheet, and will turn it into the building principal.
- 16.8 The district has identified multiple state mandated trainings that need to be taken annually or every other year. Whenever possible those trainings which may be completed online will be made available to employees during the month of July. Online trainings must be completed by the end of the day classes resume following winter break each year. These training requirements will be monitored by building/district administration for completion within the timeframe set forth herein. The principal or immediate supervisor will provide time during staff meetings or professional development days, or at other times that would not interfere with the association member's regular classroom and direct duties to take the training. Failure to complete the trainings set forth herein may subject the teacher to discipline in accordance with the terms of this agreement.
- 16.9 All teachers in grades 3-12 will be required to use the district endorsed student information system to electronically record grades. Teachers must enter completed grades reflecting the academic progress for each student, each week. Dates for submitting grades can be developed collaboratively by each building.
- 16.10 For those association members that provide direct instruction to students on a daily or part-time basis, the weekly submission of lesson plans to a building administrator or immediate supervisor is required. If a new software and/or online storage platform is procured for the purposes of electronically storing the weekly lesson plans, prior to requiring the use of said program, teachers shall be provided training on the use of the program.

ARTICLE XVII

EMERGENCY SCHOOL CLOSING

- 17.1 When the schools and school offices are officially closed by the Superintendent, no leave days previously arranged by a teacher will be deducted for such emergency days unless the closure is designated as an e-learning day in lieu of a school closure/make-up day.

- 17.2 In the case that one or more buildings/schools (but not all buildings or schools) in the district must be closed due to a condition beyond the district's control and poses a hazardous threat to the health and safety of students, the staff assigned to that building must still report to work for that day. Administration will inform affected staff members of their work location and assignments for that particular day.

In the case that the school or work day has started and a school or building needs to be closed due to a condition beyond the districts' control and the condition poses a hazardous threat to the health and safety of students, if students are sent home, staff is expected to remain at work until the work day is completed. Staff members may be reassigned to work in another building or location within the district to complete their work day.

Interrupted Days or Individual School Closures are not district-wide emergency days in which all schools are closed. Interrupted Days or an Individual School Closure is when one school, or more than one school needs to be closed, due to an emergency situation; however, not all of the schools in the district are affected or need to be closed.

ARTICLE XVIII

PROBATIONARY AND NEW TEACHER PROGRAM (formerly Appendix D)

- 18.1 All first-year, full-time probationary teachers shall be required as part of the statutory probationary period to fulfill the requirements listed below in order to receive consideration for tenured status and as a term and condition of their employment in the district:
1. First-year probationary teachers shall be required to attend three (3) scheduled days of new teacher orientation prior to or during the first probationary year of employment. As part of the orientation, the Association may sponsor a lunch and informational session the three (3) days.
 2. In addition to the three (3) scheduled new teacher orientation days required above, first-year, full-time probationary teachers with less than four (4) full years of prior teaching experience shall be required to participate in twelve (12) hours of additional programs/training during the first year of probationary employment. First-year, full-time probationary teachers with four (4) or more full years of prior teaching experience shall be required to participate in twelve (12) hours of training and/or mentoring with designated individuals in order to familiarize them with the operations and procedures of the District during the first year of probationary employment.

3. All first- and second-year teachers who are new to the profession will participate in the district's two year New Teacher Mentoring Program.

The requirements noted herein shall be required of all affected probationary teachers and shall each receive the appropriate credit Professional Development Hours thereafter.

The administration will provide opportunities for certified/licensed employees who demonstrate knowledge and/or excellence in performance of certain areas of professional practice to provide professional development to probationary teachers during (1) the required twelve (12) hours of additional programming provided above and/or (2) through the Probationary Teacher Programs. this professional development will be provided in accordance with provisions under Article 24 of this agreement.

During the each school year of this agreement, a committee of equal numbers of administrators and CMEA members will meet and assess the Probationary Teacher Program set forth herein and recommend necessary modifications thereof.

- 18.2 Any teacher who agrees to serve as an instructor for a District workshop offered for the purpose of providing professional development shall be eligible for a five hundred dollar (\$500) stipend. This stipend will include planning of the workshop, four (4) two (2) hour presentations of the workshop and any other modifications/review and/or review of participant's work.
- 18.3 A currently employed tenured teacher who is interested in serving as a mentor for a new teacher shall submit a completed mentor application to the Mentor Leadership Team no later than the last day of the prior school year. Responsibilities for mentors shall be listed in an extra-duty mentor job description. Mentors shall receive feedback using the feedback tool designed for the position. Mentors shall be paid a stipend based on the extra-duty non-athletic schedule. Mentors who do not fulfill the obligations shall be relieved of their assignment. The administration has the right to prorate the pay to the exact amount of hours that the mentor spent in the program for any given year should a mentor not fulfill the required program hours. A mentor not assigned to a mentee, is not eligible for the full stipend; however, attendance at any requested training and professional development shall be paid at the extended day rate. A mentor is not an evaluator of a new teacher, and a mentor shall not be asked to provide feedback or evaluative information to the administration regarding the new teacher being mentored.

ARTICLE XIX

LEAVES

19.1 Sick Leave

Each teacher shall be entitled to the number of sick days as set forth below. Such sick leave shall accumulate to the maximum permitted to be exchanged for service credit by TRS.

<u>Years of Service in District</u>	<u>Base Days Annually</u>
1- 5	12
6-10	13
11 or more	14
16 or more	15

A teacher who has accumulated a minimum of two hundred (200) sick leave days may elect to receive compensation at the rate of twenty dollars (\$20.00) per day for each accumulated sick leave day above two hundred (200) up to a maximum of fifteen (15) compensated sick leave days per school term.

Teachers shall receive notice from the Human Resources ("HR") office by June 15 of each year stating the number of sick leave days they have accumulated. Teachers must make an election in writing to the HR office to be compensated for any accumulated days in accordance with this paragraph by no later than June 30 of each year. Payment shall be made to teachers prior to August 15 of each year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. Sick leave can be used for a doctor's appointment. Sick leave shall be applicable to a pregnant teacher not on leave who is ill due to her pregnancy.

An employee shall be allowed to use thirty (30) workdays of his/her sick leave for the birth of a child. After thirty (30) days of paid sick leave, the district may request medical evidence to support the need for more paid leave.

An employee shall be allowed to use up to thirty (30) workdays of his/her sick leave to adopt a child or place a child for adoption. The school board may require that the employee provide evidence that the formal adoption is underway.

The thirty (30) workdays that can be used as sick leave for the birth of a child or the adoption of a child is not to be interpreted or construed as an additional grant of sick leave days exclusive and separate from the leaves already granted in Article 19 of this contract.

Immediate family for these purposes is defined as spouse, civil union partner, children, brother, sister, parent, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or guardian.

Sick leave shall not be applicable to surgical or other procedure which may be postponed without serious medical effect to the summer months or a school holiday or vacation period provided that such postponement has the concurrence of the teacher's regular physician and provided that such postponement does not cause additional expense for the teacher.

Sick leave may be granted as half days where the teacher's absence does not extend beyond fifty percent (50%) of the normal workday. Such days are only applicable for the reasons set forth in Section 19.1 of this article.

Teachers hired after the beginning of the school term shall receive one (1) sick day for each seventeen (17) days remaining in the school year.

The Board may require a physician's certificate or, if the 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.

Sick leave benefits, as herein provided, are to be credited at the beginning of each school year. If the teaching contract is not fulfilled, appropriate deductions from the final pay will be made for any teacher who leaves or terminates their contract early and has utilized more than the credited number of leave days. Said deduction to be made based on the ratio set forth above.

19.2 Sick Leave Bank

Membership in the sick leave bank shall be limited to teachers as defined in this Agreement, and such membership shall be voluntary on the part of each teacher. Each member of the sick leave bank must contribute one (1) sick day from his/her own sick leave allotment in order to become a member of the sick leave bank. Teachers who retire from the district may donate to the sick leave bank any accumulated sick leave days which have not been used by the teacher and for which the teacher has not received compensation from the Board. In the event that all days in the sick leave bank are used and the bank is, therefore, depleted, each member of the sick leave bank will have one (1) additional sick leave day deducted from his/her accumulated sick leave.

Teachers may withdraw days from the sick leave bank for personal illness or that of the spouse, parent, or child of the teacher. The illness which underlies the request to withdraw days from the sick leave bank must be verified in writing by a physician and must be of sufficient seriousness that the teacher is expected, but is not required, to be absent from work for a total of at least ten (10) working days from the onset of the illness. The Sick Leave Bank Committee may require periodic reports from the physician in order to approve continued withdrawal of days from the sick leave bank.

Prior to withdrawing any days from the sick leave bank, a teacher must have exhausted his/her own sick leave and personal days including any sick leave days accumulated during previous years. In addition, the teacher must have a five (5)-day, non-paid waiting period prior to withdrawing any days from the sick leave bank. The maximum number of days a teacher may withdraw from the sick leave bank for a particular illness is the number of sick leave days the teacher had accumulated and earned as of the first day of the school term during which the days from the sick leave bank are to be used. For a first-year teacher, the maximum number of days he/she may withdraw is the number of sick leave days granted on the first day of the school year.

In the event a decision is made to dissolve the sick leave bank, any days remaining in the sick leave bank shall be distributed to teachers who are then members of the sick leave bank.

The sick leave bank shall be administered by the CMEA Sick Leave Bank Committee which shall be composed of teachers appointed by the CMEA president subject to the approval of the CMEA Executive Board. The Sick Leave Bank Committee may establish such rules as are necessary to maintain the sick leave bank for the benefit of all its members so long as such rules are consistent with the terms of this section of the Agreement. The Sick Leave Bank Committee shall make reports to the CMEA president and the Payroll Department at least quarterly each school year and shall report to the CMEA president and the Payroll Department the disposition of each request to withdraw days from the sick leave bank.

Teachers shall not be permitted to donate sick leave days to other teachers outside the terms of the sick leave bank.

19.3 Personal Business Leave

The Board shall grant two (2) days leave per school year at the full pay which can be used for personal business. Such leave may be granted as half days, defined as fifty percent (50%) of the normal workday. Personal business leave shall be used only for matters which cannot be handled during non-school days or hours. Personal business may also be used as sick leave. Unused personal leave shall accumulate as sick leave. It shall be filed with the Superintendent or

his/her designee at least forty-eight (48) hours in advance except in emergencies when it may be filed at a later time together with an explanation of the emergency.

A teacher may request approval of the conversion of up to two (2) sick days into personal business leave days upon exhaustion of the original personal business day allotment. Such a request must be filed with the Superintendent or his/her designee at least forty-eight (48) hours in advance except in emergencies. Such a request must be accompanied by an explanation of the need for the additional personal business leave days.

Except in an emergency situation, no more than two personal business leave days may be used consecutively. A request to use more than two personal business leave days must be accompanied by an explanation of the emergency.

The first and last two (2) weeks of school, an institute, an early dismissal/release day and the day immediately preceding or following a legal holiday or school recess shall not be utilized for a personal business leave day, except in the case of an emergency, for observation of a recognized religious holiday of the teacher's faith or to complete affairs at an educational institute of higher learning which the teacher has been attending. Any denial of such a personal leave request shall be accompanied by a statement of reasons therefore. Any grievance of the denial of personal leave shall, at the option of the grievant, be pursuant to the Expedited Arbitration Rules of the American Arbitration Association.

As an exception to the above, eight (8) teachers per holiday, selected on a first-come, first-served basis, may utilize a personal business day on the school day immediately preceding or following a school holiday without having an emergency reason for such use. The following restrictions shall apply:

- A. This exception shall not apply to the Thanksgiving holiday nor the winter or spring breaks.
- B. An individual teacher may use this exception only one (1) time in any single school year.
- C. A teacher must submit notice of such use at least two (2) weeks in advance via the electronic absence reporting system.

19.4 School Business

It is agreed that, if a teacher has approval to attend a professional meeting or professional learning opportunity, a reimbursement of travel costs and other items permitted by Board Policy may be paid provided the approval process of

Board Policy is followed and a substitute shall be secured. Both parties agree that, if a teacher receives pay and/or honoraria from another group, the teacher will reimburse to the Board the cost for the substitute and other reimbursed expenses. However, such reimbursement to the Board shall be no greater than the payment made to the teacher; and the Board shall not be made more than whole.

19.5 Parental Leave

A parental leave shall be granted without pay to tenured teachers.

- A. A teacher who is pregnant or who has just delivered a child and/or who has fathered a child who was delivered or who has adopted a child shall be entitled to a parental leave. Said teacher shall notify the Superintendent in writing of the desire to take such leave and, except in an emergency, shall give such notice at least sixty (60) days prior to the date on which the leave is to begin. The employee shall include with such notice a physician's statement certifying the pregnancy, the expected date of delivery and for non-delivering employees a statement of relationship to the child. Failure to give such notice shall terminate the obligation of the Board to such teacher with respect to the granting of parental leave. The leave shall begin on the anticipated date of birth and /or the date approval of the adoption by any agency, court or entity required by law.
- B. Teachers returning from parental leave shall resume duty only at the beginning of the school year or the beginning of the semester provided the Superintendent may waive this sub-paragraph in individual instances for the benefit of the teacher and/or students when the teacher and Superintendent, or his/her designee, are in agreement.
- C. Written notification of intent to return to the system shall be made to the Superintendent by the teacher at least six (6) months prior to the scheduled date of reemployment provided this sub-paragraph shall not apply to any parental leave of less than six (6) months' duration.
- D. Any teacher granted parental leave who has completed six (6) months or more of the school term prior to his/her leave shall be considered to have completed a full year for purposes of advancement on the salary schedule.
- E. Parental leaves will be granted for a maximum period of one (1) year and be subject to the provisions of Section 19.7.b. The Board will consider an additional full-year leave request for those teachers who commence their parental leave during the last forty-five (45) days of the school term.

- F. Nothing in this parental leave section is intended to limit the right of a teacher to the use of sick leave during a period of pregnancy-related disability whether or not she also takes an unpaid parental leave.

19.6 Sabbatical Leave

Sabbatical leave benefits may be granted to qualified teachers pursuant to the following conditions:

- A. Sabbatical leave may be granted for resident study, research, travel, or other purposes designed to improve the school system. The granting of a sabbatical leave by the Board constitutes a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.
- B. Teachers shall be eligible after the completion of six (6) full years' service in the school system.
- C. All applications must be submitted by May 1.
- D. Teachers on sabbatical leave shall retain employment status while on leave, relating to membership in the retirement system, eligibility, and any other fringe benefits.
- E. During absence pursuant to such leave, such teacher shall receive the same basic salary as if in actual service except that there may be deducted therefrom an amount equivalent to the amount payable for substitute services. However, such salary, after deduction for substitute services, shall in no case be less than the minimum provided by Section 24.8 of the *Illinois School Code* or one-half (1/2) of the basic salary, whichever is greater. (Section 24-6.1 of the *Illinois School Code*.)
- F. Before a sabbatical leave is granted, the applicant shall agree in writing that if, at the expiration of such leave, he/she does not return to and perform contractual continued service in the school system at least two (2) full school terms after their return (or four (4) full semesters if the applicant returns at the beginning of the second semester), all sums of money received from the Board during his/her sabbatical leave shall be returned to the Board unless such return and performance is prevented by illness or incapacity. The refund shall be prorated if the teacher returns for less than two (2) years.
- G. The teacher shall be returned to his/her former position if possible.

19.7 Leave of Absence

- A. A tenured teacher may be granted a leave of absence for the following reasons:
1. Prolonged illness;
 2. Needed rest;
 3. Necessities of the home and allied reasons;
 4. Where such an absence would beneficially contribute to education in the Crete-Monee School District;
 5. Exchange teaching programs in other territories or countries;
 6. Foreign or military teaching programs;
 7. The Peace Corps, Teachers' Corps, or Job Corps as a full-time participant in the program;
 8. Cultural travel or work program related to his/her professional responsibilities;
 9. The Illinois Education Association or the National Education Association as an officer or staff member of the Association.
- B. Requests for leave without pay shall be filed with the Superintendent. The reason for the request and the period for which the leave is being requested shall be stated.
- C. A teacher returning from a leave of absence shall be placed on the salary scale as appropriate upon return.
- D. Teachers who commence a leave of absence prior to or during the first semester of a school year shall give notice of intent to return by certified mail at least thirty (30) days prior to the end of the agreed-upon leave or by March 1, whichever comes first.
- The Board shall notify the teacher by regular mail, at his/her last known address, of the due date for such notice approximately thirty (30) calendar days before the teacher's notice of intent to return is due.
- E. Upon his/her return, a teacher shall be returned to a position for which he/she is certified.
- F. The maximum term for such leave shall be one (1) school year. A teacher may apply for a second year.

- G. All accumulated benefits and rights of employment accumulated prior to the leave shall be retained upon return.
- H. A leave of absence without pay for up to four (4) years shall be granted to any tenured teacher, upon application, for the purposes of military service in the armed forces of the United States. The teacher may advance the number of steps on the salary schedule equivalent to the time on leave provided that time was spent in the professional experience which the Superintendent deems worthy of recommendation.
- I. In any instance wherein this article authorizes the Board to grant a leave of absence, the granting of such leave shall not constitute a precedent for the granting of leave; and the denial of such leave shall not be grievable hereunder unless there has otherwise been a violation or misapplication of this Agreement.
- J. Any leave of absence of any kind automatically ceases if a teacher accepts full-time employment elsewhere while on leave from District 201U provided that, if a teacher accepts a specific form of employment pursuant to medical advice, the teacher's rights under the leave of absence shall not terminate.

19.8 Bereavement Leave

Up to 5 days of non-cumulative bereavement leave per occurrence will be granted to each teacher in the event of the death of any relative who is considered immediate family. Immediate family for these purposes are defined as spouse, civil union partner, parent or children.

Up to 3 days of non-cumulative bereavement leave per occurrence can be used in the event of the death of a brother, sister, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, uncle, aunt, nephew, niece or guardian.

Bereavement days are non-convertible and do not roll over to the following school year. Bereavement leave beyond the respective category must have the permission of the superintendent or his/her designee and sick days must be used beyond the respective amount. The Board may require a death certificate or other reasonable proof of death as it may deem necessary.

19.9 Continuation of Insurance

A teacher may continue medical and dental insurance during periods of unpaid leave. Such continuation of insurance shall be at the teacher's own expense except where otherwise provided by the Family and Medical Leave Act.

19.10 Family and Medical Leave Act

Teachers are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

1. Definitions as used in this Section:
 - a) "Eligible teacher" means a teacher who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
 - b) The term "academic terms" means that portion of the school year, July 1 to the following June 30, when school is in session.
 - c) The term "equivalent position" shall mean a position that is virtually identical to the employee's former position in terms of pay, benefits and working conditions, including privileges, perquisites and status. It must entail substantially equivalent skill, effort, responsibility and authority.
 - d) Other terms shall be defined as defined in the Family and Medical Leave Act and rules and regulations as promulgated by the United States Department of Labor.
2. Eligible teachers shall be granted leave during any academic terms for one or more of the following reasons:
 - a) the birth of a child and to care for the newborn child within one year of birth;
 - b) the adoption of a child or the placement of a child for adoption or foster care;
 - c) to care for an adopted or foster child with a serious health condition;
 - d) to care for a spouse, son, daughter, or parent who has a serious health condition;
 - e) a serious health condition that makes the employee unable to perform his/her job;
 - f) due to any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty); and

g) to care for a covered servicemember with a serious injury or illness (military caregiver leave).

3. Duration:

Leaves requested for the purposes listed in Section B a), b), c), d), e), and f) above shall be granted for a total period of twelve (12) workweeks unless a leave of shorter duration is requested by the eligible teacher or unless the teacher is, by virtue of another Section of this Article XIX, entitled to a leave of longer duration.

Leaves requested for the purposes listed in Section B g) above shall be granted for up to a total of twenty six (26) workweeks of unpaid leave during any twelve (12)-month period to care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the servicemember.

The Board shall not require a teacher to use available paid sick and/or personal leave for absences covered by the Family and Medical Leave Act. The teacher may, however, choose to do so.

4. Notification

If leave is requested under B a) or B b), the eligible teacher shall provide the Superintendent at least thirty (30) calendar days' written notice before the date the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said teacher shall provide as early notice as practicable.

When leave is requested under B c), d) or e), the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provided. The eligible employee shall provide the Superintendent or his/her designee at least thirty (30) calendar days' written notice before the date the leave is to begin. Where, due to unforeseen circumstances, such notice is not practicable, said teacher shall provide as early notice as practicable.

5. End of Academic Term

The District may apply the FMLA's special rules regarding limitations on leave during the end of an academic term, as per 29 CFR 825.802

6. Repealer

In the event the Family and Medical Leave Act is repealed, then this Section of this Article shall, as of the date of repeal, no longer be in force and effect.

7. Amendments

In the event of any amendments implemented, FMLA will be applied in accordance with the law.

ARTICLE XX

WORK RELATED INJURY

In the event teachers lose working days due to an injury inflicted by a student, such loss will not be deducted from sick leave.

In other cases of work-related injury or disease, teachers shall receive workers compensation benefits in accordance with Illinois law and shall not be required to use their accrued sick leave days in order to be paid for time off from work due to a work-related injury or disease. A member may choose to use his/her accrued sick leave days for the first three (3) lost work days of a "temporary total disability" (TTD) claim that totals less than fourteen (14) calendar days. (Note: under Illinois law, TTD is not paid for the first three (3) lost work days unless an employee misses fourteen (14) or more calendar days of work due to the work-related injury or disease). A member may choose to use one-third (1/3) of an accrued sick leave day for each lost work day of a TTD claim which is compensable by workers compensation benefits. If the member chooses to use accrued sick leave for one-third (1/3) of each lost work day compensated by workers compensation benefits, he or she shall sign over to the district any workers compensation insurance payment for wages received during the period of any such sick leave use. Once all accrued sick leave days are exhausted, the member will no longer receive payment from the District and will instead begin to receive payment directly from workers compensation insurance.

ARTICLE XXI

REDUCTION IN FORCE

- 21.1 Seniority shall be determined by length of continuous service with the district. Seniority begins with the date the federal form I-9 is completed following Board approval. Where continuous service is equal among employees, lot shall determine seniority. Any reduction in force shall be in accordance with Illinois School Code and/or applicable law.
- 21.2 Insurance protection shall continue through the following August 31 from the date of dismissal for any honorably dismissed teacher, including the option to continue the family insurance plan. Honorably dismissed teachers may purchase medical and dental insurance through the district at group rates as long as they are on the legal recall list. COBRA rights for such teachers shall be effective at the end of a recall period if a teacher is not reemployed.

- 21.3 In order to qualify for reinstatement, the honorably dismissed teacher shall maintain a current address and phone number at the personnel office of the district.
- 21.4 Any recall shall be in accordance with Illinois School Code and/or applicable law. Honorably dismissed teachers shall be notified of their recall in the same manner as they were laid off. They shall be notified of such vacancy by regular and certified mail at their last known address. The teacher shall have seven (7) days from the date of mailing to inform the Superintendent in writing whether or not he/she will accept the position. Failure to respond within this time shall constitute waiver of reemployment rights within the district. The Association President or his/her designee shall be informed of all offers of recall.
- 21.5 The honorably dismissed teacher, upon returning to teaching in District 201U, shall regain seniority and fringe benefit rights which had accrued to the date of said dismissal and shall advance as appropriate on the salary schedule.
- 21.6 Any honorably dismissed teacher shall be offered priority as a substitute teacher in the district.

ARTICLE XXII

STAFF FACILITIES AND EQUIPMENT

- 22.1 Each instructional staff member shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term.
- 22.2 The Board will make available in each building photocopy equipment to aid teachers in the execution of their duties.
- 22.3 The Board shall make every effort to provide each teacher with a separate desk and file cabinet and suitable closet space to store coats and overshoes.
- 22.4 Appropriate office workspace shall be provided for each teacher's use.
- 22.5 Off-street parking facilities shall be provided for teachers consistent with the property available adjacent to school buildings. The provision of such facilities is for the convenience of teachers, and the Board assumes no responsibility or liability thereby. The district will provide two (2) reserved parking spaces to accommodate the traveling teachers at each building.
- 22.6 A teachers' lounge shall be established in each school building.

ARTICLE XXIII

FRINGE BENEFITS

- 23.1 Teachers shall be offered health insurance through the district's Consumer Driven Health Plan. The Board shall pay the cost of individual employee coverage for each insured employee.

Where husband and wife are both teachers, they may elect to have an amount equal to two (2) individual premium payments applied to family coverage for health insurance not to exceed the total cost of a family policy.

Any change in the rate charged for health insurance shall be implemented as of September 1 and shall be reflected on the first paycheck in September for those teachers who have elected family coverage.

Open enrollment will be in May of each year.

Coverage begins on the first day of the month after an employee commences employment.

A District Health Insurance Committee composed of two (2) Board members, four (4) administrators, and three (3) members of the CMEA including the CMEA President, and to review available health insurance options and make nonbinding recommendations to the Board of Education regarding policy revisions, benefit revisions, and defined contribution revisions.

- 23.2 The Board shall provide twenty thousand dollars (\$20,000.00) term life insurance for each teacher.

- 23.3 The Board agrees to pay the full cost of the district's dental insurance plan for each teacher. Where husband and wife are both teachers, they may elect to have an amount equal to two (2) individual premiums applied to family dental insurance coverage.

In no case shall the Board reduce the level of dental insurance coverage below that provided during the 2008-2009 school year.

- 23.4 Teachers new to the district will be covered by all Board-provided insurance no later than one (1) month after initial employment. The defined benefits shall be prorated for any employee hired after the start of the school year.

- 23.5 Those teachers who elect individual or dependent coverage as per the terms and conditions of the insurance plan on or before the first day of each school year may, at that time, elect that the Board remit for him/her during said school

year to the insurance carrier a sum equal to the unpaid portion of the premium for the coverage elected.

The amount of gross wages due a teacher in the form of salary shall be the sum specified on the salary schedule less the payment of premiums provided herein provided the Board shall deduct from said gross wages all sums as required by law or as authorized by the teacher pursuant to the Collective Bargaining Agreement.

The teacher shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of a change in family status as defined in federal law.

The Board does not warrant that the deduction made in the amounts as listed on the compensation schedule by the Board for the teachers as set forth above are deemed excludable for the teachers' gross wages; and as such, the Association and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, action, complaints, suits, assessments, or deficiencies or other liability by reason of the payments of dependent insurance premiums to the provision of this section.

- 23.6 Within forty-five (45) days of the last day of creditable service or the last date of receipt of pay for creditable service, whichever is later, the Board shall pay retiring association members an amount equal to the number of accumulated, unused sick leave days which have not been used for TRS creditable service times the current daily base substitute rate. This payment shall be made as a post-retirement severance payment. The employee shall have no actual or constructive right to the receipt of this payment until such time as provided herein. The association member must submit their final TRS Benefit report to the Business Office; this report will include all of the years of creditable service in the Teacher Retirement System except for the final year of service which will not be completed. This TRS benefit report should be given to the Business office by the employee's last day of work in the year that they retire.
- 23.7 To be eligible for the post-retirement severance payment provided in Section 23.6, the teacher must, prior to thirty (30) days before the beginning of his/her last year of employment, notify the Board in writing of his/her intent to retire.
- 23.8 The Association recognizes that the Board has the final decision as to the selection and determination of the insurance carrier. In the event that negotiations result in changes in specifications for the existing insurance programs, these specifications will not be implemented until after the termination of negotiations.

- 23.9 Only those teachers who are retired as of June 30, 2014 or who have submitted their notice to retire by August 1, 2013 who do not qualify for the Retirement Incentive may purchase medical and dental insurance from date of retirement until age 65 at their own expense. To be eligible to purchase medical and dental insurance under this Section 23.9, teachers must notify the district no later than August 31 in the case of a retirement at the end of the school year or no later than the last day of Board-paid insurance in the case of mid-school year retirements.

ARTICLE XXIV

COMPENSATION AND RELATED PROVISIONS

- 24.1 The salary schedules for the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years shall be set forth in Appendix B which is attached to and incorporated in this Agreement. Such schedules shall be based on a one hundred eighty-five (185) day school year. The BS+9, BS+27, and MA+9 lanes shall remain eliminated after September 30, 2016. All employees in those lanes as of September 30, 2016, shall continue to be grandfathered and remain in those lanes until the employee qualifies for further lane movement.

Teachers will be entitled to Step Movement each year of the Agreement which will remain at 2.35%. The base of the salary schedule will be increased by the following amounts:

2023-2024	-	3.65%
2024-2025	-	2.00%
2025-2026	-	2.00%
2026-2027	-	2.00%

- 24.2 Newly hired Speech/Language Pathologists shall receive an initial salary for the 2014-15 school year as is necessary for acceptance of employment.

For the 2013-14 school year, Speech/Language Pathologists shall receive a 2.35% increase to their 2012-13 salary. The 2.35% salary increase shall not apply to those receiving a six percent (6%) retirement incentive increase during the 2013-14 school year.

For the 2014-15 school year, Speech/Language Pathologists shall receive a 2.35% increase to their 2013-14 salary and a \$750 one-time non-compounding bonus to be paid on the June 26, 2015 pay date prorated for mid-term hires during the 2014-15 school year. The 2.35% salary increase and the \$750 bonus shall not apply to those receiving a six percent (6%) retirement incentive increase during the 2014-15 school year.

24.3 The extra-duty schedules shall be set forth in Appendix A which is attached to and incorporated in this Agreement. The extra-duty pay of employees shall be frozen for the length of this Agreement at the rate paid to the employee in the 2014-2015 school year.

24.4 Teachers entering the system shall be granted full credit for no less than the first ten (10) full-time years of experience and one (1) year of credit for each additional two (2) years of experience to a total maximum credit of sixteen (16) years of experience outside the system in other school districts.

<u>YEARS OF OUTSIDE CURRENT TEACHING EXPERIENCE PLACEMENT</u>	<u>YEARS OF CREDIT ON CRETE-MONEE SCHEDULES</u>	<u>STEP FOR YEAR</u>
Less than one-half	0.....	1
One-half or one	1.....	2
2	2.....	3
3	3.....	4
4	4.....	5
5	5.....	6
6	6.....	7
7	7.....	8
8	8.....	9
9	9.....	10
10.....	10.....	11
12.....	11.....	12
14.....	12.....	13
16 or more.....	13.....	14

Credit for a Doctorate Degree will be granted only if the degree has been granted by a fully-accredited institution.

24.5 The Board agrees to annually reimburse approved mileage submitted for travel within or without the district at the then-current IRS rate. Mileage reimbursement requests and approved travel expenses must be submitted to the district for reimbursement no later than the twenty-fifth (25th) day of June. Failure to submit a reimbursement request by the twenty-fifth (25th) day of June will result in the employee's loss to claim reimbursement for said travel and mileage expenses.

24.6 A payroll check shall be regularly issued bi-weekly on Friday except when a pay-date is a holiday. Each teacher shall be paid on the basis of twenty-six (26) equal payments. All teachers must accept their annual compensation over a 12 month period. It is important to note that in some years the calendar has an additional week which means that there could be a pay period in which there is a three week period between pay periods instead of two. Any teacher hired on or after June 15, 2005, shall be required to authorize direct deposit of his or her payroll checks. Employees who will not be employed by the district the

following school year will receive the remainder of their pay in a lump sum within the time provided by statute.

- 24.7 Experience in the armed service of the United States, earned subsequent to initial employment as a teacher in the district, will be allowed as credit on the salary schedule up to five (5) years. A year of military service is defined to include not less than nine (9) months of any twelve (12)-month period. The dates of induction and separation from active duty will determine the period of service.
- 24.8 A teacher shall qualify for horizontal movement on the salary schedule:
- A. By taking hours at an accredited institution of higher learning pursuant to a program approved by that institution and approved by the Superintendent or his/her designee, which leads to an advanced degree in the teacher's field/assignment; or
 - B. By taking hours at an accredited institution of higher learning pursuant to an advanced degree which shall have been approved by the Superintendent or his/her designee as being of benefit to the district. Courses taken in pursuit of an advanced degree in school administration shall qualify for horizontal movement; only after a first master's degree in an approved content area has been earned. Association members who were accepted into a graduate program to earn an advanced degree in school administration prior to September 1, 2012 must show evidence of acceptance into such a program by December 31, 2013. These association members will be allowed lane advancement and the corresponding salary increases if they show acceptance in an approved school administration program by December 31, 2013. The degree in school administration must be completed by August 31, of 2014.
 - C. By taking enrichment or general education courses, graduate or undergraduate, which shall have been approved by the Superintendent or his/her designee as being of benefit to the district; and
 - D. Satisfactorily completing such course work prior to the beginning of the school term and having filed evidence of such satisfactory completion with the Superintendent or his/her designee on or before September 30 of the school year.
 - E. In the event a teacher was denied approval of a course(s) at the time the course(s) was taken because it was determined that the course(s) was not of benefit to the district at the time, and in the event a change in assignment or curriculum makes the course appropriate for credit on the salary schedule at a later time, the teacher shall call the same to the attention of the Board and approval shall be granted from then forward.

Teachers wishing to qualify for horizontal movement must submit their requests to the Human Resources Department prior to taking a course. The request should include course title, course description, number of credit hours, and institution offering the course. Approval of the course request will be based on the criteria in Section 24.7, A through C and F. Notice of approval will be sent to the teacher within five (5) working days from the official date of receipt of the request as noted in the Human Resource Department. If approval is not granted, a teacher may, within ten (10) days, request the Human Resources Department to review the decision and may provide any additional information which appears to be pertinent. If approval is not granted after the review, the teacher may appeal the decision to the Superintendent.

- 24.9 The Board will hold any teacher receiving an "unsatisfactory" rating at the same salary received during the year previous to the remediation period. Receiving an "unsatisfactory" rating shall constitute just cause for a salary freeze.

In other cases, such holding shall be taken only after a showing by the Board that such is for just cause and after the faithful execution of the evaluation procedure. The teacher shall be given notice by the Superintendent or his/her designee of his/her intention to make a recommendation to hold on step, together with his/her reasons therefore, at least two (2) weeks prior to Board action. The teacher may appear before the Board at either a closed or open meeting (at the choice of the teacher) and may be accompanied by a representative. Board action shall be taken no later than the last day of school.

This provision shall exclude other fringe benefits from any salary freeze.

- 24.10 Any teacher who shall be employed as a teacher outside the regular school calendar shall be compensated at the rate of his/her regular salary as described in Appendix B hereof times a fraction where the numerator is the number of days of such employment and the denominator is the total number of teacher employment days in the calendar adopted by the Board prior to the beginning of the school term.

- 24.11 Any teacher shall be furnished, if he/she shall request the same in writing of the Assistant Superintendent for Human Resources, any of the following information provided such need not be provided during the first thirty (30) teacher employment days of the school term:

- A. Accumulated Sick Leave;
- B. Number of Withholding Exemptions;
- C. Salary;

- D. Experience Credit;
- E. Education Credit;
- F. Current Payroll Deductions;
- G. Date of Last TB Exam.

Such information will be provided as promptly as the schedule of business in the office shall reasonably allow.

- 24.12 The Board shall deduct from the pay of each teacher such amounts as the teacher shall authorize for payment to an appropriate Credit Union provided the amount to be deducted shall be the same in each pay period, and that the teacher authorizing such deduction shall, if requested, execute a hold harmless clause in favor of the Board. The amounts deducted will be transmitted within the pay period following deduction.
- 24.13 The school calendar, for the life of the Agreement, shall conform to the *Illinois School Code*. It is understood that, if no emergency days are used, the emergency days will not be attendance days for teachers. It is further understood by both parties that the in-school work year for teachers shall not exceed one hundred eighty (180) days.
- 24.14 Extended day work shall be paid at the rate of thirty-eight dollars (\$38.00) per hour for the duration of this Agreement unless otherwise set forth by stipend. It is agreed that the employee's TRS contributions shall be deducted from this amount.
- 24.15 Teachers who are reassigned to a different teaching area and feel the need for retraining to prepare for the assignment change shall be afforded the opportunity to apply for specific courses and/or workshops at no direct cost to the teacher.
- 24.16 In the event the Board shall require the retraining of teachers, the Board shall pay any direct cost associated therewith and such teacher(s) shall comply with such requirement provided the Board gives reasonable notice therefore.
- 24.17 A High School teacher who teaches beyond 300 minutes daily shall be paid at the rate of ten percent (10%) of the base salary on the appropriate salary schedule at step one, lane one for each semester of sixth-assignment teaching. A Middle School teacher who teaches beyond 300 minutes daily at the Middle School shall be paid at the rate of ten percent (10%) of the base salary on the appropriate salary schedule at step one, lane one for each semester of sixth assignment teaching.

24.18 Professional Learning Program

It is recognized by both the Board and the Association that the professional development of our teaching staff is a high priority. The Board and the Association believe that providing a comprehensive Professional Learning Program will enhance the instructional skills and knowledge of teachers and, therefore, increase student achievement in the classroom. The Board and the Association desire to have a professional learning community within a collaborative culture. To that end, the Board will offer professional development in the form of job-embedded professional learning activities, workshops, in-service training, in-district classes, and graduate level university courses. The Superintendent or his/her designee will complete the process necessary for teachers to receive licensure or licensure renewal credit for all qualifying professional development activities.

A. Professional Learning Needs Assessment

Providing a comprehensive and effective Professional Learning Program requires providing professional development experiences that meet the needs of the district, schools and teachers. Input on professional learning needs will be gathered from sources such as:

1. An annual survey of teachers;
2. Input from school improvement teams focused on meeting building needs;
3. Input from administrators; and
4. Student achievement and school climate data.

B. Definitions

Job-Embedded Professional Learning – Teacher learning that takes place in the classroom or school that is grounded in a teacher’s actual day-to-day teaching practice. Examples include, but are not limited to instructional coaching, collaborative data analysis and instructional planning, action research, peer visitations.

In-Service Programs—Professional Development opportunities offered by the district during the teacher workday on days or at times when students are not present at school. In-service programs shall be in accordance with the *Illinois School Code* and shall be funded by the Board.

Workshops—Single-event programs of no more than five (5) hours in length. Participation in these programs shall not qualify for horizontal movement on the salary schedule but shall qualify for licensure or licensure renewal credit, if appropriate, under the ISBE licensure or licensure renewal plan.

In-District Classes—Programs of fifteen (15) or more hours in duration that are of a quality similar to that offered for graduate credit through universities and colleges. There may or may not actually be an option to receive college or university credit for any of these programs. With prior district course approval, successful completion of in-district classes will qualify for horizontal movement on the salary schedule and shall also qualify for licensure or licensure renewal credit, if appropriate, under ISBE licensure or licensure renewal plan.

Graduate Level University Courses--Programs offered on-site in a District 201U facility through a college or university for graduate credit leading to an advanced degree.

C. In-District Classes

1. Information regarding in-district classes will be made available to teachers through the District's process for communicating all professional development offerings;
2. The amount of credit will be established in advance of enrollment;
3. In-district classes will address the needs of the district, staff, and students and must have a minimum of fifteen (15) hours of instruction;
4. Only qualified instructors will be used and will be sought from facilities such as local PDA, or Governors State. The use of in-house staff will also be considered;
5. Participants are expected to be present at all sessions and to complete all assignments;
6. Absence from more than twenty percent (20%) of instructional time will result in the loss of credit for that class;
7. A certificate of completion will be presented to each participant. If the class is used for horizontal movement on

the salary schedule, a copy shall be placed in the teacher's personnel file;

8. Classes and instructors will be evaluated by the participants using the ISBE professional development evaluation form.
9. Requirements Incentives—Teachers participating in the in-district classes will be granted credit for salary schedule movement at the rate of one (1) hour professional development equivalent graduate credit for each fifteen (15) hours of instruction successfully completed. A maximum of five (5) Professional Development equivalent graduate credit hours may be earned in this manner during the course of one (1) school year.

Those teachers who choose not to receive credit on the pay scale for in-district classes taken through the Professional Development Program, or who do not take such classes for graduate credit, and those teachers who choose not to receive credit on the salary schedule for other approved college courses will receive one hundred dollars (\$100.00) for each professional development equivalent graduate credit hour to a maximum of five hundred dollars (\$500.00) per year.

10. The only expense realized by the teacher(s) for this program will be the cost of the textbook and/or other materials as may be required. Said textbook and materials shall become the property of the teacher.

- D. Any Crete-Monee School District 201U teacher who agrees to serve as an instructor for a Professional Development In-Service Program, or in-district class offered by the Board shall be compensated for instruction and preparation time at the extended-day rate for the number of hours involved in the class plus an equal number of hours of preparation time. A teacher shall also receive the appropriate licensure renewal credit listed under the ISBE licensure renewal plan for serving as the instructor for an in-district class.

- 24.19 A. It is hereby agreed by and between the Board and the Association that the following terms shall apply to employment of District 201U teachers for summer school programming.

1. All teachers who apply will be considered for employment without regard to the grade level assignment of such teachers during the regular school term.
2. Teaching positions in the Program will be posted in accordance with the requirements of the Collective Bargaining Agreement between the Board and the Association.

B. Teachers who apply and are selected to teach summer school, night school, or to provide drivers' education behind-the-wheel instruction shall be paid therefore at the extended day rate.

24.20 The Board shall match and pay to any teacher obtaining National Teacher Certification the amount of any monetary incentive paid to that teacher by the State of Illinois.

24.21 Retirement Incentive

A. If an employee gives the Board an irrevocable notice of intent to retire by August 1 four years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive [MR1], in addition to all creditable earnings exempt from the TRS 6% rule, for each of his/her remaining four years of service.

If an employee gives the Board an irrevocable notice of intent to retire by August 1 three years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, in addition to all creditable earnings exempt from the TRS 6% rule, for each of his/her remaining three years of service.

Once an employee submits an irrevocable notice of intent to retire by August 1, that employee shall be removed from the salary schedules contained in this Agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings (a combination of creditable earnings exempt and non-exempt from the TRS 6% rule) in the year prior to the submission of the irrevocable notice of intent to retire. Once the employee submits an irrevocable notice of intent to retire, in no case will the employee's non-exempt TRS creditable earnings increase exceed 6% of the previous year; however, in addition to this increase, all creditable earnings exempt from the TRS 6% rule shall be paid.

If, after submitting an irrevocable notice of intent to retire by August 1, the employee resigns from or is dismissed for cause from duties for which the employee was paid a stipend or additional compensation for

the previous year, the retirement incentive for that employee will be recalculated accordingly.

Example: Creditable Earnings increases for teacher under 6% retirement incentive program =

Baseline Earnings	Creditable Earnings
	63,200.00
Year 1	66,992.00
Year 2	71,011.52
Year 3	75,272.21
Year 4	79,788.54

B. Requirements to Qualify

1. Must have completed fifteen (15) years or more of full-time employment in the District within this bargaining unit prior to submittal of a notice of retirement; and
2.
 - a. Must be at least 60 years of age by December 31 of the year of retirement; or
 - b. Must be at least 55 years of age by December 31 of the year of retirement with 35 or more years of service with the Illinois Teachers' Retirement System.
3. To the extent permitted by law, to be eligible for the retirement set forth in this Section, the employee must submit his/her irrevocable notice of intent to retire no later than at least August 1 three (3) years prior to the first year that the employee will become eligible for a TRS retirement pension and meets the requirements of Sections B(1) and B(2) above. Any employee who fails to submit his/her irrevocable notice of intent to retire as set forth herein shall not be eligible for the retirement incentives provided in this Section.

- C. In the event an employee fails to meet the requirements of paragraph B.2(b) because of qualifying events in his/her last year of employment, the administration shall work with the employee and the Association to extend his/her employment for a sufficient length of time to satisfy the requirements of paragraph B.2(b).

Qualifying events include, but are not limited to, the following and which do not permit the accrual of creditable service credit for the teacher:

- death of a spouse
- death of a child

- change in marital status (marriage, divorce, legal separation)
 - permanent disability
 - terminal illness or serious long term medical condition of the teacher that reduces the individual's quality of life
 - care for a terminally ill spouse, child, or parent.
- D. If, during the term of this agreement, any legislation and/or TRS rules/regulations are enacted or not re-enacted and/or adopted or amended that result in a greater cost to the district than the costs generated by this Agreement, the parties agree to meet and bargain.

Limitation on TRS Creditable Compensation

The purpose of the section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the district of a Board-paid contribution to TRS, or any Board or district liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this school district, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.

No teacher's TRS creditable earnings from employment in this school district including, but not limited to:

- vertical and horizontal salary schedule movement;
- stipends;
- salary increases;
- extra duties;
- changes in position; or
- Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than 6% or be otherwise increased so as to create liability on the part of the Board or district for any portion of a teacher's retirement annuity, or result in any district or Board-paid contribution to TRS. If the sum or percentage amount which triggers any obligation for the district or Board to pay additional amounts to cover all or part of a teacher's retirement annuity

or cover any Board or district-paid contribution to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any Board or district paid contribution.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than 6%, or any such lesser amount that would trigger a district-paid contribution to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this retirement incentive.

- E. If the teacher resigns from a stipend during the length of the last four years, the retirement incentive amount will be reduced accordingly.
- F. This retirement incentive shall not be available to any teacher for whom the Board would incur a contribution to TRS due to an increase of more than 6% in that teacher's creditable earnings in any year used to calculate the teacher's pension benefit.
- G. Those employees who qualify for the retirement incentive shall not be permitted to continue medical and dental insurance on Board provided policies after the date of retirement, but shall receive a post-retirement reimbursement of up to \$4,000 per year for up to four (4) years following the date of retirement or age 65, whichever comes first.

ARTICLE XXV

UNINTERRUPTED SERVICE

In accordance with Illinois law, the Association will not cause or authorize or encourage its members to cause any strike, stay-in, or slowdown affecting any site operated by the Board or any curtailment of work or restriction of services during the term of this Agreement.

ARTICLE XXVI

EXTRA-DUTY (formerly Appendix A)

Beginning in the 2023-2024 school year, all extra duty stipends will be filled at a set stipend rate as set forth below. Any employee who was employed in a stipend position for the 2022-2023 school year shall be paid the same stipend amount he/she was earning as long as he/she remains in the extra duty position. For each year following the 2023-2024 school year, any teacher remaining in a stipend position shall receive an increase in

stipend pay of one and a quarter percent (1.25%). Non-teachers performing extra-duty work shall not be entitled to any increase and shall remain at the stipend rate set forth herein.

- 26.1 The Superintendent or his/her designee may fill any position on the appropriate schedule subject to the provisions of Section 2.1. The number in parentheses indicates the total number of positions district wide for the activity. The Board may authorize additional positions for which a stipend may be paid. The amount of any new stipend shall be negotiated with the Association. A teacher shall receive no less than the following stipend for each position.
- 26.2 All extra-duty stipends will be paid in separate checks in November, March, and June. Contracts in which duties are spread throughout the school year will be paid on the basis of one third (1/3) of the total salary on each of the above pay dates. Seasonal activities will be paid in a lump sum upon completion of the duties at the next above-corresponding pay date. Lunch and bus duty supervision will be paid in separate checks in November, March, and June.
- 26.3 If no teacher agrees to accept a position as Class Sponsor, before appointing such, an opportunity shall be afforded the students in the affected class(es) to seek to elect their sponsor.
- 26.4 Members may be dismissed from Athletic or Extra Duty Positions for reasons including, but not limited to:
 - A. Failure to properly supervise students.
 - B. Un-Sportsmanlike or unprofessional conduct
 - C. Failure to work the hours required for the job as outlined in the job description.
 - D. Failure to produce the weekly work/results required by the job.
 - E. Failure to follow district procedures regarding the collecting, depositing and management of money as outlined in the employee handbook and/or district procedures.
 - F. Failure to demonstrate coaching skills.
 - G. Failure to perform the duties of the position as indicated in the job description.
- 26.5 Compensation Provisions:
 - A. Positions will be paid the stipend listed in the appropriate category.

B. The Board will deduct the statutorily-required percentage (9.0%) from all extracurricular compensation earned by each-member that is subject to the TRS withholding. Nothing herein shall require the Board to pay teachers extra compensation in excess of the amounts set forth in the extracurricular pay scale of this Agreement.

C. Coach or sponsor titles that have two or more seasons listed behind the name of the position means that the coach, or sponsor, receives that stipend for each season listed.

D. When similar or same activities are combined into one (1) position, the new activity will be paid at one and one-half ($1 \frac{1}{2}$) times the average of the two (2) original activities.

E. The position of High School Yearbook – Summer, shall be paid at one-third ($\frac{1}{3}$) the rate listed in the Extra Duty Category BB.

F. When the number of participants indicate the support of another level of competition, (example: Freshman – B Basketball), additional assistant coaches at the appropriate category may be added at the discretion of the administration.

G. When the number of student participants is insufficient to field a team, that coaching position may be eliminated, at which point in time, there will be no financial compensation.

H. Middle school “ticket takers” shall receive the same compensation as high school “ticket takers.” The “ticket taker” positions are not exclusively bargaining unit work.

26.6 Job descriptions, including expectations for time, duties and participation levels will be explained and discussed with each coach/sponsor at the time each coach and sponsor is hired. At an annual meeting held by the principal or his/her designee, job expectations, rules and guidelines for each sport or activity are will be reviewed. Each coach or sponsor will acknowledge that they understand the expectations for any extracurricular job that they have and will sign an acknowledgement form that the principal or his/her designee has reviewed the job expectations, rules, and guidelines for each extra-curricular sport or activity prior to the start of each seasonal sport or activity. Coaches and Sponsors agree to be governed by the rules and regulations set forth in the Athletic Coach and Sponsor Handbook.

26.7 Posting and hiring of extra-curricular positions

- A. Positions will be posted in accordance with section 11.2.
- B. Extra-duty positions for the coming school year shall be posted following the end of the season or within a reasonable period after a vacancy occurs. An applicant who is not selected shall be given, upon request, the reason therefore. No experienced Crete-Monee teacher shall be removed from an extra-duty position solely for the purpose of using said position to attract a new employee.
- C. Coaching positions and/or sponsorships need job descriptions that should be attached to all job vacancy positions. The job description and vacancy posting should specify all job requirements, including certifications needed to qualify for the position.
- D. Vacancy notices will not be posted if an extra-curricular job is currently filled by a CMEA member. Extra-curricular positions will be posted when a person vacates the position voluntarily or the person is removed from the job due to termination from employment or for cause as outlined in this section titled "Possible causes for dismissal from Athletic or Extra-Duty Positions". Positions that are held by non-union members will be posted annually.
- E. Vacancy notices will be posted for the length of time stated in the contract. All staff will be notified of vacancies via the electronic posting system and by e-mail.
- F. Any CMEA members who apply for a vacant athletic or extra-curricular position will be interviewed.
- G. Qualified CMEA members will be given preference over outside candidates if the CMEA member is qualified for the job and their qualifications exceed those of outside candidates as determined by an interview committee.
- H. Upon request, the administration will provide information to the CMEA as to the dates of all interviews, the names of candidates who applied for the job and the names of the interview committee.
- I. All interview committees must consist of at least 3 people of which one must be an administrator with a Type 75 who is qualified to offer the job to a finalist.
- J. Supervision assignments will be announced and filled annually according to Section 14.1 and 14.2 of the contract.

High School Athletic Positions

Category A \$7,177	Category C \$5,083		Category D \$4,507		Category E \$3,951	Category F \$2,777	Category G \$1,858
Football: Varsity, Head Coach	Football: Freshman A, Head Coach	Bowling: Boy's Varsity, Head Coach	Baseball: Freshman, Head Coach	Soccer: Girl's Sophomore, Head Coach	Baseball: Boy's Assistant	Baseball: Summer, Head Coach	Fitness Center: Winter (2)
Basketball: Girl's Varsity, Head Coach	Football: Freshman B, Head Coach	Cross Country: Girl's Varsity, Head Coach	Softball: Freshman, Head Coach	Volleyball: Girl's Sophomore, Head Coach	Softball: Girl's Assistant	Cheerleading: Junior Varsity, Head Coach, Winter	Cheerleading: Varsity, Assistant Coach, Winter
Basketball: Boy's Varsity, Head Coach	Football: Sophomore, Head Coach	Cross Country: Boy's Varsity, Head Coach	Baseball: Sophomore, Head Coach	Volleyball: Girl's Freshman, Head Coach	Cheerleading: Fall, Head Coach	Cheerleading: Junior Varsity, Assistant Coach	Color Guard: Head Coach, Fall
Track, Indoor: Boy's Varsity, Head Coach	Basketball: Boy's Freshman A, Head Coach	Soccer: Girl's Varsity, Head Coach	Softball: Sophomore, Head Coach	Wrestling: Sophomore, Head Coach	Cross Country: Boy's Assistant Coach (4)	Volleyball: Boy's Junior Varsity, Assistant Coach	Color Guard: Head Coach, Winter
Track, Indoor: Girl's Varsity, Head Coach	Basketball: Boy's Freshman B, Head Coach	Soccer: Boy's Varsity, Head Coach	Basketball: Boy's Assistant (2)	Tennis: Boy's Varsity, Head Coach	Cross Country: Girl's Assistant Coach (4)		Special Olympics: Assistant Coach, Winter (2)
Track, Outdoor: Boy's Varsity, Head Coach	Basketball: Boy's Sophomore, Head Coach	Volleyball: Girl's Varsity, Head Coach	Basketball: Girl's Assistant (2)	Tennis: Girl's Varsity, Head Coach	Golf: Boy's Sophomore, Head Coach		Special Olympics: Assistant Coach, Spring (2)
Track, Outdoor: Girl's Varsity, Head Coach	Basketball: Girl's Sophomore, Head Coach	Volleyball: Boy's Varsity, Head Coach	Cheerleading: Winter, Head Coach	Athletic Coordinator: Fall	Golf: Girl's Sophomore, Head Coach		Cheerleading: Junior Varsity, Head Coach, Fall
Category B \$6,215	Basketball: Girl's Freshman, Head Coach	Track & Field: Boy's Assistant (3)	Football: Assistant (9)	Athletic Coordinator: Winter	Soccer: Boy's Assistant Coach		
Baseball: Varsity, Head Coach	Bowling: Girl's Varsity, Head Coach	Track & Field: Girl's Assistant (3)	Golf: Boy's Varsity, Head Coach	Athletic Coordinator: Spring	Soccer: Girl's Assistant Coach		Category H \$1,239
Softball: Varsity, Head Coach	Swimming: Girls Varsity, Head Coach		Golf: Girl's Varsity, Head Coach	Special Olympics: Head Coach, Winter	Tennis: Boy's Sophomore, Head Coach		Fitness Center: Fall
Wrestling Varsity, Head Coach			Soccer: Boy's Sophomore, Head Coach	Dance, Girl's Head Coach	Tennis: Girl's Sophomore, Head Coach		Fitness Center: Spring
			Volleyball: Boy's Junior Varsity, Head Coach		Wrestling, Assistant Coach (2)		
					Special Olympics: Head Coach, Spring		
					Swimming: Girl's Assistant Coach		
					Volleyball: Boy's Varsity, Assistant Coach		

High School Non-Athletic Positions

Category AA \$4,730	Category BB \$4,445	Category CC \$3,752	Category DD \$3,222	Category EE \$2,610	Category FF \$2,202
Show Choir: Director	Musical: Director	Play: Director	Band, Marching, Assistant	Student Government: Assistant Moderator, Freshman	Drama Club: Sponsor
Band: Marching, Director	Show Choir: Assistant Director	Band: Sectional Instructors, Fall (4)	Literary Magazine: Sponsor	Student Government: Assistant Moderator, Sophomore	Art Club: Sponsor
Math Team: Sponsor	Math Team: Assistant Sponsor (2)	Band: Sectional Instructors, Winter (4)	Band: Jazz, Spring, Director	Student Government: Assistant Moderator, Junior	Dance Club: Sponsor
Speech Team: Sponsor	Scholastic Bowl: Moderator	Show Choir: Accompanist	Musical: Assistant Choreographer	Student Government: Assistant Moderator, Senior	National Honor Society: Assistant Sponsor
	Student Government: Moderator	Show Choir: Choreographer	Musical: Assistant, Orchestra	Chess Club: Sponsor	Play: Assistant Director (2)
	Yearbook: Sponsor	Speech Team: Assistant Sponsor	Musical: Assistant, Technical	Study Table: Coordinator, Fall	SADD: Sponsor
		E-Sports: Head Coach	National Honor Society: Moderator	Study Table: Coordinator, Winter	Snowball: Sponsor
		Flag Football: Girls, Head Coach	Band: Pep, Winter	Study Table: Coordinator, Spring	Foreign Language Club: Sponsor
			Scholastic Bowl: Assistant Coach	E-Sports: Assistant Coach	E-Journalism Club: Sponsor
				Flag Football: Girls, Assistant Coach	Technical Theater Club: Sponsor
					Impact Club: Sponsor
					Musical: Accompanist
					Science Club: Sponsor
					Art Show: Sponsor

Middle School Non-Athletic Positions				Elementary Non-Athletic Positions			
Category CC \$3,752	Category DD \$3,222	Category EE \$2,610	Category FF \$2,202	Category DD \$3,222	Category EE \$2,610	Category FF \$2,202	
Show Choir: Director	Band: Director	Accompanist	Drama Club: Sponsor	Activity Coordinator	Patrol	Yearbook	
Play: Director	Student Government: Sponsor	Detention Supervisor	Choral Group: Sponsor		Show Choir	Art Show: Sponsor	
	Activity Coordinator: Sixth Grade	Yearbook: Sponsor (2)	Scholastic Bowl: Sponsor		Student Government	Band Director	
		Coach: Girls on the Run, (2)	Band: Jazz, Sponsor		Music Teacher: 4 Buildings		
			National Junior Honor Society: Sponsor (2)		Coach: Girls on the Run, Balmoral (2)		
			E-Journalism Club: Sponsor		Coach: Girls on the Run, Crete (2)		
			Spanish Club: Sponsor		Coach: Girls on the Run, CSK (2)		
			Chess Club: Sponsor		Coach: Girls on the Run, Monee (2)		
			Math Team: Sponsor		Coach: Girls on the Run, Talala (2)		
			Book Club: Sponsor				
			Design Club: Sponsor				
			Art Club: Sponsor				
			Art Show: Sponsor				

Co-Curricular Extra Duty			Teacher Leadership	Committee Service	Supervision
Category AA \$4,730	Category DD \$3,222	Category FF \$2,202	Department Leader \$6,178	Extended Day Rate \$38.00	Extended Day Rate \$38.00
Webmaster: Balmoral	IMSA: Sponsor**	PBIS Coach: Universal, Tier I	Department Leader: High School	PBIS Universal: Team Member (8 per building)	Supervision: Lunchroom, High School (88 hours)
Webmaster: Crete		PBIS Coach: Universal, Tier II	Department Leader: Middle School	PBIS Tier II: Team Member (8 per building)	Supervision: Lunchroom, Middle School (80 hours)
Webmaster: CSK		PBIS Coach: Universal, Tier III	Instructional Coach*	PBIS Tier III: Team Member (6 per building)	Supervision: Lunchroom, MEC (88 hours)
Webmaster: Monee		Business Education Partnership Liason	Coordinator: International Baccalaureate		Supervision: Lunch/Recess, Elementary (120 hours)
Webmaster: Talala		School Improvement: Team Member, Balmoral (8)	Coordinator: Technology Integration		
Webmaster: ELC		School Improvement: Team Member, Crete (8)			
Webmaster: Middle School (2)		School Improvement: Team Member, CSK (8)			
Webmaster: High School (2)		School Improvement: Team Member, Monee (8)			
		School Improvement: Team Member, Talala (8)			
		School Improvement: Team Member, ELC (8)			
		School Improvement: Team Member, Middle School (8)			
		School Improvement: Team Member, High School (8)			
		Teacher Mentor			

* - Encompasses Literacy and Math Coach

** - Number of sponsors based on student enrollment and in collaboration with CMEA and District Administration

ARTICLE XXVII

MANAGEMENT RIGHTS

27.1 The Board retains and reserves the ultimate responsibility for proper management of the school district conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement.

27.2 Subcontracting

Where the current employees (or employees on recall) are not available or not qualified to teach summer school courses or other specialized programs not currently offered by the Board, the Board may employ contract employees; and these employees shall not be subject to the benefits, terms, and conditions for this Agreement. However, nothing in this section shall be interpreted to permit the Board to dismiss or to fail to recall teachers.

ARTICLE XXVIII

EFFECT OF AGREEMENT

28.1 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

28.2 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.

28.3 The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by agreement of the parties from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association and each member of the bargaining unit, for the life

of this Agreement, each voluntarily waive any and every right which might exist under law, practice, or custom to negotiate any further agreements, items, or topics effective for or during the term of this Agreement.

The foregoing, however, shall not apply in the event the Board desires to implement any early retirement incentive program; in such event, and only with regard to such a program, shall the Board be required to negotiate such change in a working condition or benefit of employment.

ARTICLE XXIX

DURATION

This Agreement shall be effective on August 21, 2023. This Agreement shall continue in effect until the day preceding the commencement of the 2026-2027 school year.

FOR THE CRETE-MONEE
EDUCATION ASSOCIATION:

FOR THE BOARD OF EDUCATION:

President

President

Vice President

Secretary

Date

Date

CMEA Salary Schedule: 2024-25

Salary Increase: Step Increase: End-of-Steps Increase:

Step	BS: 0.00	BS: 9.00	BS: 18.00	BS: 27.00	BS: 36.00	MS: 0.00	MS: 9.00	MS: 18.00	MS: 27.00	MS: 45.00	Ph/Ed
1	47,187	48,893	50,596	53,631	56,165	57,039	60,429				
2	48,296	50,042	51,785	54,891	57,425	58,379	61,849				
3	49,431	51,218	53,002	56,181	59,247	59,751	63,303				
4	50,593	52,421	54,247	57,502	60,708	61,155	64,790				
5	51,782	53,653	55,522	58,853	62,135	62,592	66,313				
6	52,999	54,914	56,827	60,236	63,582	64,063	67,871				
7	54,244	56,204	58,162	61,652	64,565	65,569	69,466				
8	55,519	57,525	59,529	63,100	66,082	67,109	71,099				
9	56,824	58,877	60,928	64,583	68,619	69,687	74,769				
10	58,159	60,261	62,360	66,101	71,143	72,301	78,480				
11	59,526	61,677	63,825	67,654	73,681	74,953	81,731				
12	60,924	63,126	65,325	69,244	75,412	76,844	84,821				
13	62,356	64,610	66,860	70,871	77,185	78,958	88,518				
14	63,822	66,128	68,432	72,537	78,381	80,814	91,797				
15	65,321	67,682	70,040	74,242	80,223	82,713	96,630				
16	66,856	69,273	71,686	75,986	82,109	84,657	100,689				
17	68,428	70,900	73,370	77,772	84,038	86,646	105,797				
18	71,256	72,567	75,095	79,600	86,013	88,683	111,915				
19			76,859	81,470	84,038	86,646	118,630				
20			78,665	83,385	86,013	88,683	125,682				
21			80,514	85,344	88,034	90,767					
22			82,406	87,350	90,103	92,900					
23			84,343	89,403	92,221	95,083					
24			86,325	91,503	94,388	97,317					
25				93,654	96,606	99,604					
26				99,273	102,402	105,580					
27											
28											
29											
30				105,229	108,546	111,915					
31											
32											
33				111,543	115,059	118,630					
34											

Eliminated after September 30, 2016

Eliminated after September 30, 2016

Eliminated after September 30, 2016

CMEA Salary Schedule: 2025-26

Salary Increase: Step Increase: End-of-Steps Increase:

Step	BS: 0.00	BS: 9.00	BS: 18.00	BS: 27.00	BS: 36.00	MS: 0.00	MS: 9.00	MS: 18.00	MS: 27.00	MS: 45.00	Ph/Ed
1	48,131	49,871	51,608	54,704	58,428	57,289	58,179	61,638	63,086	64,569	66,086
2	49,262	51,042	52,821	55,989	59,754	58,635	59,547	63,086	64,569	66,086	67,639
3	50,420	52,242	54,062	57,305	60,501	61,423	62,378	65,344	66,880	68,452	70,060
4	51,605	53,470	55,332	58,652	61,922	62,867	63,844	66,880	68,452	70,060	71,707
5	52,817	54,726	56,633	60,030	63,377	64,344	65,344	68,452	70,060	71,707	73,392
6	54,059	56,012	57,963	61,441	64,867	65,856	66,880	70,060	71,707	73,392	75,117
7	55,329	57,329	59,326	62,885	66,391	67,404	68,452	71,707	73,392	75,117	76,882
8	56,629	58,676	60,720	64,362	67,951	68,988	70,060	73,392	75,117	76,882	78,688
9	57,960	60,055	62,147	65,875	69,548	70,609	71,707	75,117	76,882	78,688	80,538
10	59,322	61,466	63,607	67,423	70,096	71,183	72,268	75,117	76,882	78,688	80,538
11	60,716	62,910	65,102	69,007	71,433	72,555	73,705	76,882	78,688	80,538	82,430
12	62,143	64,389	66,632	70,629	73,429	74,568	75,705	78,688	80,538	82,430	84,367
13	63,603	65,902	68,198	72,289	75,154	76,320	77,484	80,538	82,430	84,367	86,350
14	65,098	67,451	69,800	73,988	76,921	78,113	79,305	82,430	84,367	86,350	88,379
15	66,628	69,036	71,441	75,726	78,728	80,168	81,618	84,367	86,350	88,379	90,456
16	68,194	70,658	73,119	77,506	80,578	82,076	83,526	86,350	88,379	90,456	92,582
17	69,796	72,318	74,838	79,327	82,472	84,010	85,558	88,379	90,456	92,582	94,758
18	71,013	74,018	76,596	81,192	84,410	86,065	87,733	90,456	92,582	94,758	96,984
19	72,682	75,306	78,396	83,100	86,394	88,424	90,502	92,582	94,758	96,984	99,264
20	74,411	77,076	80,239	85,052	88,424	90,502	92,629	94,758	96,984	99,264	101,596
21	76,206	78,887	82,124	87,051	90,502	92,629	94,805	96,984	99,264	101,596	103,933
22	78,066	80,741	84,054	89,097	92,629	94,805	97,033	99,264	101,596	103,933	106,325
23	79,991	82,639	86,030	91,191	94,805	97,033	99,264	101,596	103,933	106,325	108,717
24	81,981	84,581	88,051	93,334	97,033	99,264	101,596	103,933	106,325	108,717	111,164
25	84,036	86,568	89,551	95,527	99,264	101,596	103,933	106,325	108,717	111,164	113,611
26	86,156	88,651	91,626	97,666	101,596	103,933	106,325	108,717	111,164	113,611	116,068
27	88,341	90,866	93,866	99,866	103,933	106,325	108,717	111,164	113,611	116,068	118,525
28	90,591	93,116	96,146	102,116	106,325	108,717	111,164	113,611	116,068	118,525	121,032
29	92,906	95,431	98,331	104,431	108,717	111,164	113,611	116,068	118,525	121,032	123,539
30	95,286	97,811	100,811	106,811	111,164	113,611	116,068	118,525	121,032	123,539	126,046
31	97,731	100,266	103,336	109,266	113,611	116,068	118,525	121,032	123,539	126,046	128,553
32	100,241	102,776	105,826	111,776	116,068	118,525	121,032	123,539	126,046	128,553	131,060
33	102,816	105,351	108,426	113,926	118,525	121,032	123,539	126,046	128,553	131,060	133,567
34	105,456	108,091	111,241	116,241	121,032	123,539	126,046	128,553	131,060	133,567	136,074

Eliminated after September 30, 2016

Eliminated after September 30, 2016

Eliminated after September 30, 2016

CMEA Salary Schedule: 2026-27

Salary Increase: Step Increase: End-of-Steps Increase:

Step	BS: 0.00	BS: 9.00	BS: 18.00	BS: 27.00	BS: 36.00	MS: 0.00	MS: 9.00	MS: 18.00	MS: 27.00	MS: 45.00	Ph/Ed
1	49,094		50,868		52,640	55,798		57,557	58,434	59,343	62,870
2	50,247		52,063		53,877	57,109		58,909	59,808	60,738	64,348
3	51,428		53,287		55,143	58,451		60,294	61,213	62,165	65,860
4	52,637		54,539		56,439	59,825		61,711	62,652	63,626	67,408
5	53,874		55,821		57,765	61,231		63,161	64,124	65,121	68,992
6	55,140		57,133		59,123	62,670		64,645	65,631	66,651	70,613
7	56,436		58,475		60,512	64,142		66,164	67,173	68,218	72,273
8	57,762		59,849		61,934	65,650		67,719	68,752	69,821	73,971
9	59,119		61,256		63,390	67,192		69,310	70,367	71,461	75,709
10	60,509		62,695		64,879	68,771		70,939	72,021	73,141	77,489
11	61,930	63,010	64,169	65,286	66,404	70,388	71,498	72,606	73,714	74,860	79,310
12	63,386	64,491	65,677	66,820	67,964	72,042	73,178	74,313	75,446	76,619	81,173
13	64,875	66,006	67,220	68,390	69,562	73,735	74,897	76,059	77,219	78,419	83,081
14	66,400	67,557	68,800	69,997	71,196	75,467	76,658	77,846	79,033	80,262	85,033
15	67,960	69,145	70,416	71,642	72,869	77,241	78,459	79,676	80,891	82,148	87,032
16	69,557	70,770	72,071	73,326	74,582	79,056	80,303	81,548	82,792	84,079	89,077
17	71,192	72,433	73,765	75,049	76,334	80,914	82,190	83,464	84,737	86,055	91,170
18		74,135	75,498	76,813	78,128	82,815	84,121	85,426	86,729	88,077	93,313
19				78,618	79,964	84,762	86,098	87,433	88,767	90,147	95,505
20				80,465	81,844	86,753	88,122	89,488	90,853	92,265	97,750
21				82,356	83,767	88,792	90,192	91,591	92,988	94,434	100,047
22				84,291	85,735	90,879	92,312	93,743	95,173	96,653	102,398
23				86,272	87,750	93,014	94,481	95,946	97,410	98,924	104,804
24				88,300	89,812	95,200	96,702	98,201	99,699	101,249	107,267
25						97,437	98,974	100,509	102,042	103,628	109,788
26						103,284	104,913	106,539	108,164	109,846	116,375
27											
28											
29											
30						109,481	111,207	112,932	114,654	116,437	123,358
31											
32											
33											
34						116,050	117,880	119,708	121,533	123,423	130,759

Eliminated after September 30, 2016

Eliminated after September 30, 2016

APPENDIX B

TEACHERS' RETIREMENT

The Board shall deduct 9.0% from each employee's salary to make the employee contribution to the Teacher Retirement System. The Board shall incur no tax liability for doing same.

APPENDIX C
GRIEVANCE FORM

GRIEVANCE NUMBER _____

NAME OF GRIEVANT(S) _____

ARTICLE(S) VIOLATED _____

SITUATION GIVING RISE TO THE GRIEVANCE _____

REMEDY SOUGHT _____

Signature of Grievant

Date



Signature of Step 1 Recipient

Date

APPENDIX D

JOB SHARING

Job Sharing shall be defined as two (2) tenured teachers sharing the responsibility of a single teaching position. The length for any job sharing arrangement shall be one (1) full school year unless otherwise approved by the Superintendent or designee.

Job sharing shall be subject to the following terms and conditions.

1. For the period of time not involving the performance of teaching duties, each participating teacher shall be granted an unpaid leave of absence for the school year to ensure no loss of tenure and seniority rights.
2. Each participating teacher shall receive prorated salary and benefits, unless otherwise agreed by the participating teachers, so long as the total cost to the Board does not exceed those costs normally associated with one (1) full-time teacher and further provided that the insurance company consents to such coverage.
3. Each participating teacher shall be guaranteed a return to full-time employment, if desired, for the school year following the job sharing, subject to reduction-in-force or dismissal for cause.
4. Any teacher desiring to continue in a job-sharing arrangement beyond the job-sharing year must submit a written request to the Superintendent or designee no later than February 15 of the job-sharing leave.
5. The decision to grant or deny a job-sharing leave or any extension of the same shall be determined solely by the Superintendent or designee and shall not be precedential with respect to granting or denying such request. Additionally, the decision to grant, deny, or extend such leave shall not be subject to the arbitration clause in the grievance procedure found in Article XII of this Agreement.
6. Employees who are part-time and/or job sharing will be expected to make arrangements to attend all staff-development and in-services that are on the official school calendar or planned by the building administration. Part-time employees do not have to come to staff meetings which are not held during the employee's assigned working hours. Compensation will be given to part-time staff members who attend these meetings when the meeting or trainings take place when they are not scheduled to work.

MEMORANDUM OF AGREEMENT
TEACHER WORKDAY

It is hereby agreed by and between the Board of Education, Crete-Monee School District 201U (hereinafter "Board"), and the Crete-Monee Education Association (hereinafter "Association") that the following times shall constitute the hours of the normal teacher workday:

- 7:00 a.m. until 2:30 p.m. at Monee Education Center
- 7:15 a.m. until 2:45 p.m. at Crete-Monee Middle School
- 8:15 a.m. until 3:45 p.m. at Coretta Scott King Magnet School
- 7:15 a.m. until 2:45 p.m. at Crete-Monee High School
- 8:00 a.m. until 3:00 p.m. at the Early Learning Center
- 8:15 a.m. until 3:45 p.m. at Balmoral, Crete, Monee and Talala Elementary Schools

Within the duration of this contract, circumstances could arise which may cause a need for the teacher workday to be altered (*i.e.*, negotiation of transportation contracts, work stoppages from key vendors, reduction in school programming, weather related catastrophes, extensive building damage, building construction projects, overcrowding of schools, etc....) *when such circumstances arise, the Board will work with the Association to bargain the impact of any changes in the work day that may need to take place.

The teacher workday on Institute Days and Parent Teacher Conference Day(s) will be jointly agreed upon each year by the administration and the association.

The alternative program teacher hours shall be consistent with the seven and one-half hour contract day.

It is further agreed by the Association that the Board will not be required to pay for any "wait time" that a teacher may experience from the end of the teacher's normal workday until the start of a District committee meeting or a District-wide training program.

For the Association

For the Board

Date

Date

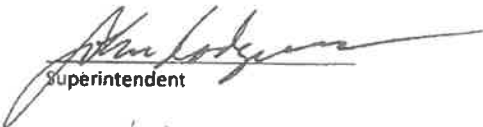
*Items listed are not to be considered an all-inclusive list.

Memorandum of Agreement

As a result of impact bargaining District Policy 5:130 – Responsibilities Concerning Internal Information, the Board of Education of Crete-Monee School District 201U (“Board” or “District”) and the Crete-Monee Education Association, IEA-NEA (“Association”) have agreed as follows:

- 1. Bargaining unit members (“members” or “employees”) are prohibited from disclosing student confidential information, such as school student records, student medical information, or any other student information maintained by the District or the employee by which a student may be individually identified, except as authorized and permitted by law.
- 2. Employees should use professional judgment when handling confidential internal District information and records--which includes email and paper communication, District-prepared documents, personnel records, or any other information that is confidential - in order to ensure the confidentiality of such internal District information.
- 3. The District administration will establish and implement procedures or guidelines that provide examples of the document(s) or type of documents that the District considers to be confidential and clearly outline the standard of care that employees are expected to display when working with such documents or types of documents.
- 4. Prior to implementing the District requirements, procedures or guidelines described herein, the District will conduct a mandatory training session on these topics for all employees who are subject to the District requirements, procedures or guidelines. The Illinois School Student Records Act shall be one of the topics explained at the training.
- 5. Nothing in this Memorandum of Agreement is intended to limit employees in the exercise of their rights under the Illinois Educational Labor Relations Act or other law.

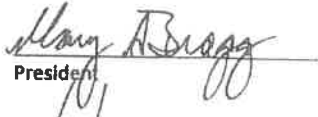
For the Board



Superintendent

4/11/13
Date

For the Association



President

4/18/13
Date

MEMORANDUM OF UNDERSTANDING

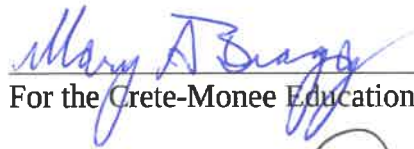
2023-2024 ISBE MANDATED TRAINING REQUIREMENT PAYMENT

The Crete-Monee Education Association, The Association of Crete-Monee Employees, and the Board of Education agree to the following change for the 2023-2024 school year:

Due to the increased requirements of mandated training as directed by the Illinois State Board of Education, the amount of training time is in excess of ten (10) hours in order to be in compliance. Additionally, with the importance of providing professional development, staff development, and coordination of other meetings, time cannot be allocated to staff to complete these training modules during their regular working hours.

Therefore, the Board will compensate each staff member with a one-time, \$115 payment for meeting the following requirements:

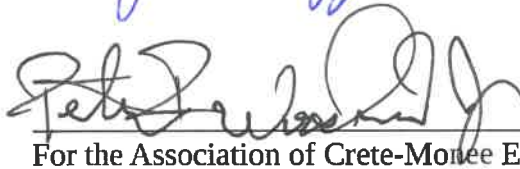
- All training modules assigned via Global Compliance Network (GCN) are completed by the deadline of January 8, 2024.
- No new training modules will be added for the remainder of the school year.
- Staff members that successfully complete the training modules will receive their \$115 payment on the second payroll of January 2024.
- This payment is only for the 2023-2024 school year.



For the Crete-Monee Education Association



For the Board of Education



For the Association of Crete-Monee Employees

19 SEP 2023
Date

9/19/23
Date


9-26-2023
Date

MEMORANDUM OF AGREEMENT
ELL Coordinator and Teaching and Learning Coordinator

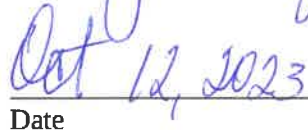
The Board of Education (“Board”) has established the positions of Teaching and Learning Coordinator and ELL Coordinator to provide ongoing leadership, professional development, and support to their respective areas of expertise district-wide. These positions are established as teacher leadership positions. Due to the specialized nature of these positions, it will be necessary for the personnel occupying these positions to work a flexible daily schedule and flexible work year. As a result, it is agreed that the teacher(s) in these positions will work under the following conditions which may vary from those of other teachers:

- The teacher workday for the positions identified above will be seven and ½ hours (7.5) as agreed upon between the teacher and the supervisor. In addition to the normal work day, the teacher shall be in attendance for an additional 30 minutes, which will be compensated at the extended day rate.
- The teacher lunch period for the positions identified above will be a minimum of 30 minutes, duty free, scheduled at a time agreed upon between the teacher and the supervisor, but during times when lunch is served in District facilities.
- The teacher for the position of Teaching and Learning Coordinator only will work an additional twenty (20) seven and ½ hour (7.5) days for the purposes of carrying out the responsibilities during the summer non-attendance period. The intent is to provide a 200-day contract for this position. These days will be agreed to between the teacher and the supervisor on an annual basis prior to the last student day of school.
- The teacher for the position of ELL Coordinator only will work an additional ten (10) seven and ½ hour (7.5) days for the purposes of carrying out the responsibilities during the summer non-attendance period. The intent is to provide for a 190-day contract for this position. If needed, up to an additional ten (10) seven and ½ hour (7.5) days may be added to the 190 days for the purposes of carrying out additional responsibilities during the summer non-attendance period. The need for these days will be determined on an annual basis by no later than December 31. The specific days to be worked will be agreed upon between the teacher and the supervisor on an annual basis no later than the last student day of school.
- In consideration for additional work hours, the teachers for the positions identified above will receive a stipend equal to the Department Leader stipend indicated under the non-athletic extra duty salary schedule included in the collective bargaining agreement.

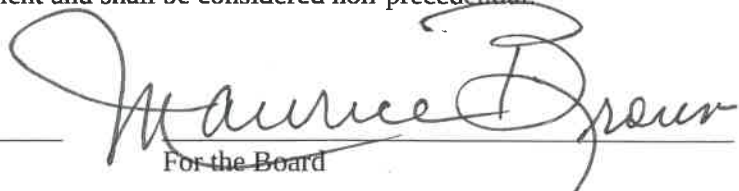
The parties recognize that in all other respects, all bargaining unit employees will be bound by the terms of the collective bargaining agreement. This Memorandum of Agreement will expire at the termination of the 2023-2027 collective bargaining agreement and shall be considered non-precedential.



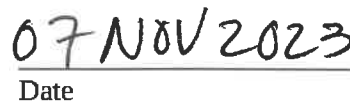
For the Association



Date



For the Board



Date

MEMORANDUM OF UNDERSTANDING

ELEMENTARY SPANISH SPECIAL CLASS

The Crete-Monee Education Association and the Board of Education agree to the following addition in Article XIV, Section 8:

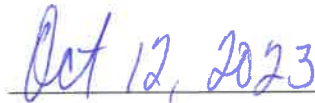
“Elementary teachers shall be provided preparation time during those periods when their classes are receiving instruction from music, art, and/or physical education education teachers. The teacher’s presence will not be required when his/her students are present with the music, art, and/or physical education teacher or instruction.”

If, by required programming, elementary students receive Spanish as a special class, the same will apply as if the students are receiving instruction from music, art, and/or physical education.

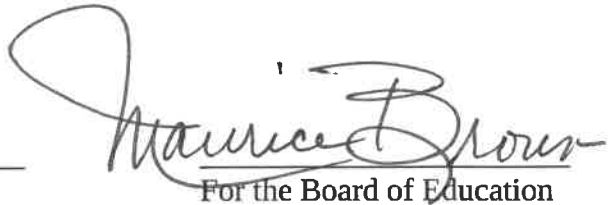
Additionally, the requirements contained in Article XIV, Section 4, will be followed.



For the Crete-Monee Education Association



Date



For the Board of Education



Date

**CONSTITUTION AND BYLAWS OF THE
CRETE-MONEE EDUCATION ASSOCIATION/IEA-NEA**

CONSTITUTION

ARTICLE I	NAME
ARTICLE II	PURPOSES
ARTICLE III	MEMBERSHIP
ARTICLE IV	OFFICERS AND EXECUTIVE BOARD
ARTICLE V	VACANCIES AND RECALL
ARTICLE VI	MEETING OF THE MEMBERSHIP
ARTICLE VII	AMENDMENTS TO THE CONSTITUTION
ARTICLE VIII	BYLAWS
ARTICLE IX	VOTING

BYLAWS

ARTICLE I	DUTIES OF EXECUTIVE BOARD MEMBERS
ARTICLE II	ELECTION OF OFFICERS
ARTICLE III	ELECTION OF ASSOCIATION REPRESENTATIVES
ARTICLE IV	MEETINGS
ARTICLE V	DUES
ARTICLE VI	QUORUM
ARTICLE VII	FINANCES
ARTICLE VIII	MASTER CONTRACT APPROVAL
ARTICLE IX	STANDING COMMITTEES
ARTICLE X	AD HOC COMMITTEES
ARTICLE XI	AMENDMENT OF THE BYLAWS
ARTICLE XII	CONSTITUTION AND BYLAWS REVIEW
ARTICLE XIII	SCHEDULE

CONSTITUTION OF THE CRETE-MONEE EDUCATION ASSOCIATION

ARTICLE I—NAME

The name of this organization shall be the Crete-Monee Education Association, hereinafter referred to as the Association, which is chartered by the Illinois Education Association (IEA) and the National Education Association (NEA).

ARTICLE II—PURPOSES

- Section 1. The purposes of this Association shall be to:
- A. Advance public education,
 - B. Promote the welfare of students and teachers,
 - C. Cooperate with affinity groups in furtherance of the cause of public education, and
 - D. Speak for the membership on matters related to their welfare.

ARTICLE III—MEMBERSHIP

- Section 1. Membership shall be open to all certified teaching personnel employed by the Crete-Monee School District 201U on a contractual basis.
- Section 2. There shall be no discrimination in conditions of membership based upon race, religion, age, nationality, or sex.
- Section 3. All members of the Association shall also be members of the Illinois Education Association and the National Education Association.
- Section 4. Membership may be granted to school service personnel as per guidelines of IEA-NEA.

ARTICLE IV—OFFICERS AND EXECUTIVE BOARD

- Section 1. Officers—The elected officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, who shall serve two (2)-year renewable terms.
- Officers shall be installed before, and take office by, June 1. A candidate must be a member of the Association before being nominated to fill any local Association office.

Section 2. Regional Council Representatives—Regional Council Representatives shall be elected annually. A candidate must be a member of the Association before being nominated as Regional Council Representative.

Section 3. Executive Board—

- A. The President, Vice President, Secretary, Treasurer, Regional Council representatives, and the Association Representatives shall constitute the Executive Board, hereinafter referred to as the Board.
- B. The Board shall establish regular meetings as recommended by the President.
- C. The term of office for members of the Board shall be from June 1 to May 31.

Section 4. The Association shall indemnify and hold harmless its officers to the limit of the law for any losses or liability suffered by them in acting in good faith or in relying in good faith upon the books and records of the Association.

ARTICLE V—VACANCIES AND RECALL

Section 1. Vacancies—

- A. In case of vacancy in the office of President, the Vice President shall become President and shall complete the unexpired term. In temporary absences of the President, that exceed two (2) weeks, the Vice President shall assume the Presidential duties. If both President and Vice President are absent, the Board shall elect an acting President.
- B. In case of vacancy in the office of Vice President, the Board shall appoint a qualified member to fill the vacancy within thirty (30) days. This member shall serve until a permanent Vice President, to complete the unexpired term, is elected by the general membership at a meeting called for this purpose, within ten (10) days after the thirty (30)-day period.
- C. In case of vacancies in the offices of both President and Vice President, the Board shall appoint qualified members to fill the vacancies within a thirty (30)-day period. These members shall serve until a permanent President and Vice President, to complete the unexpired term, are elected by the general membership at a meeting called within ten (10) days after the thirty (30)-day period.
- D. Vacancies on the Board, other than those described above, shall be filled for the unexpired term by Board appointment.

Section 1. Recall—An elected officer may be removed from office by a recall election. The recall election may be initiated by either a majority vote of the Board or by a recall petition signed by at least thirty percent (30%) of the general membership. Within thirty (30) days of receipt of the petition by the

President, a recall election shall be conducted. A majority vote of the general membership in favor of the recall shall constitute a recall effective immediately. Election machinery shall be set up by the Board according to the Bylaws.

ARTICLE VI—MEETING OF THE MEMBERSHIP

Section 1. Meetings of the general membership shall be held at least two (2) times during the school term at a place and time to be determined by the Board. Additional meetings of the membership may be called by the President or twenty percent (20%) of the membership.

Section 2. The procedure for the calling and running of meetings of the membership shall be set by the Bylaws.

ARTICLE VII—AMENDMENTS TO THE CONSTITUTION

Amendments To the Constitution may be proposed by any member according to the following procedure:

- A. The written proposal for amendment must be submitted to the Board at any regular meeting of the Board; such proposal shall be accompanied by a petition signed by at least twenty percent (20%) of the membership.
- B. A written proposal may be submitted by the Constitution-Bylaws Committee to the Board at any regular meeting of the Board.
- C. Within thirty (30) days the Board must present this proposal before a meeting of the general membership.
- D. Within five (5) school days of the meeting, a ballot of the general membership in each building shall be taken.
- E. The Constitution may be amended by two-thirds (2/3) vote of the ballots cast.

ARTICLE VIII—BYLAWS

This Association shall adopt Bylaws to aid in the government of the Association and the transaction of the business of the Association. Such Bylaws shall not be in conflict with the Constitution or basic IEA policy.

ARTICLE IX—VOTING

Section 1. Unless otherwise provided herein, the adoption of all resolutions in the Board and membership meetings shall be by a majority vote of those voting.

- Section 2. Absentee voting by ballot shall be permitted with respect to the election (but not for run-offs) or removal of officers and the adoption and amendment of this Constitution and the Bylaws. Such vote shall be counted as if the voter were present at the time of balloting. Absentee ballots will be available from the Election Committee Chairperson seven (7) days before the date of the election. The ballot must be returned to the Election Committee Chairperson at least one (1) day prior to the date of the election.
- Section 3. Voting procedures shall be in accordance with the Landrum-Griffin Act.

**BYLAWS OF THE
CRETE-MONEE EDUCATION ASSOCIATION**

ARTICLE I—DUTIES OF THE EXECUTIVE BOARD MEMBERS

Section 1. President—The President shall:

- A. Be the Chief Executive Officer with the power and the duty to enforce the Constitution and Bylaws;
- B. Carry out Association policies in the interim between Board meetings;
- C. Sign Contracts (other than master contract) and agreements with approval of the majority of the Board;
- D. Represent the Association before the public either personally or through delegates;
- E. Appoint and remove members and chairpersons of all committees with the approval of the majority of the Board;
- F. Serve as ex-officio member without vote on all committees;
- G. Call meetings of the Board and general membership as needed;
- H. Preside over meetings of the Board and membership when present;
- I. Have power and duty to perform all acts generally associated with the nature of the office which are not inconsistent with the Constitution and Bylaws; and
- J. Sign checks when the Treasurer is not available.

Section 2. Vice President—The Vice President shall:

- A. Have all powers and duties of the President in the President's absence should that absence should that absence exceed ten (10) or more days;
- B. Succeed to the Presidency pursuant to the Constitution;
- C. Be authorized to coordinate the activities of all committees and act as liaison between standing and ad hoc committees and the President; and
- D. Otherwise have such powers and duties as may be assigned to the office by the President.

Section 3. Secretary—The Secretary shall:

- A. Keep an accurate account of minutes of all proceedings of the Association and the Board;
- B. Keep on file all reports of the Association;
- C. Conduct the correspondence of the Association;
- D. Notify each member of the Board of the date, time, and place of all Board meetings prior to all Board meetings; and
- E. Send copy of the minutes to absent Board members after each regular meeting of the Board.

Section 4. Treasurer—The Treasurer shall:

- A. Collect and be responsible for all dues collected by the Association;
- B. Keep accurate financial records of the Association;
- C. Make written report to all Board and membership meetings;
- D. Be bonded in an amount commensurate with the financial responsibilities of the office; and
- E. Perform such other duties that may pertain to the office.

Section 5. Regional Council Representative—The Regional Council Representative shall:

- A. Be elected in accordance with Region 26 IEA Bylaws;
- B. Represent the Association at all Regional Council meetings; and
- C. Report to the Association and the Board on all Regional matters.

Section 6. Association Representatives—The Association Representatives shall:

- A. Provide for the building representation at all meetings of the Board;
- B. Report to the constituent members in the buildings of all decisions and transactions of the Board;
- C. Keep members well informed of activities of the Association; and
- D. Be available to represent members within the building in matters that might be disciplinary in nature.

Section 7. Executive Board Duties—

- A. In addition to the powers and duties enumerated in the Constitution, the Board shall select the members of any negotiating committees

and may remove such negotiating committee members by a two-thirds (2/3) vote of the Board.

- B. The Board shall approve such expenditures as are necessary or reasonable for the operation of the Association by a majority vote of the Board.
- C. The Board shall provide for the bonding of the Executive Board members.
- D. The Board shall determine the President's stipend.

ARTICLE II—ELECTION OF OFFICERS

Section 1. The Nominating Committee shall consist of one (1) Association Representative from each building in the school district to be chosen by the A.R.s of each building.

Section 2. The Nominating Committee shall meet no later than March 1 and present a list of nominees to the Board no later than the March Board meeting for preparation of the ballot. Nominations may also be obtained by a written nomination received no later than the March Board meeting. No candidates will be listed on the ballot without the nominee's written approval.

Section 3. The slate of candidates and a list of additional candidates nominated by the membership will be published no later than the third school day following the March Board meeting.

Section 4. Election campaigns may run between publication of the list of nominees and election day. Any campaigns are to be funded through private sources.

Section 5. The Board shall establish an Election Committee by October 1 to serve through May 31.

- A. The Election Committee shall consist of at least five (5) members representing at least three (3) school buildings.
- B. The Election Committee shall organize, manage, and oversee all Association elections other than the elections of Association Representatives in individual buildings.
- C. The Election Committee shall establish the procedures for conducting elections and present those procedures to the Board for review by one (1) week prior to the November Board meeting.
- D. The candidate for any office receiving the most votes for that office shall be determined the winner.

Section 6. Voting for officers shall be by ballot vote of all members of the Association consistent with Article IX of the Constitution. Such election shall be on Thursday of the first full attendance week in April.

ARTICLE III—ELECTION OF ASSOCIATION REPRESENTATIVES

Association Representatives shall be elected by the Association members in each building by May 15. There should be one (1) Association Representative to represent every fifteen (15) Association members on staff in the building or major fraction thereof. Buildings with fewer than fifteen (15) shall be entitled to one (1) Association Representative.

ARTICLE IV—MEETINGS

Section 1. Board Meetings—Meetings of the Board may be called by the President or any five (5) members of the Board.

Section 2. General Meetings—

- A. The membership shall act through meetings called pursuant to Article VI of the Constitution. In addition, members may form and/or dissolve committees and exercise such powers as are not inconsistent with the Constitution and Bylaws by a two-thirds (2/3) vote of the membership.
- B. Upon being notified that a meeting has been called, the Secretary shall provide written notice stating the place, date, time, and nature of the business to be considered to each member.
- C. Upon proper motion and the approval of a majority of the members present and voting, any proposal may be submitted to a secret, written ballot.
- D. Except when governed by the Constitution or Bylaws, *Roberts' Rules of Order* shall govern all meeting procedures.

ARTICLE V—DUES

Section 1. Any change in local dues shall be recommended by the Board no later than March 1 for the following school year and voted on by the membership no later than April 1. It shall be approved by a simple majority of the membership voting.

Section 2. A person employed in the school district for one (1) semester of the school year may join the Association as a member for one (1) semester at one-half (1/2) the regular local dues.

Section 3. All dues shall be collected on a continuing basis through payroll deduction or a lump sum check prior to September 30 of each year.

Section 4. All certified staff pays dues or fair share in accordance with the CMEA Master Contract, Article XV.

ARTICLE VI—QUORUM

At any meeting of the Association, the members present shall constitute a quorum.

ARTICLE VII—FINANCES

Section 1. The books and records of the Association shall be open to inspection by any member upon reasonable request.

Section 2. The fiscal year of the Association shall begin on June 1 and shall end on May 31 of each year.

Section 3. The Treasurer shall designate an auditor to review books and records with approval by the President. The audit shall be started no later than the first Monday in July and completed no later than the first Monday in August.

ARTICLE VIII—MASTER CONTRACT APPROVAL

Section 1. The contract, or portion thereof, shall be presented at an open meeting of the Association with copies of the contract proposal available.

Section 2. A period of at least forty-eight (48) hours shall elapse before the membership votes on such proposals, unless waived by a two-thirds (2/3) vote of total CMEA membership.

Section 3. Only members will vote on ratification of the contract or portions thereof.

Section 4. The Board shall determine voting time, place, and method.

Section 5. To be ratified, the contract must pass with a two-thirds (2/3) margin of votes cast.

ARTICLE IX—STANDING COMMITTEES

Section 1. Grievance—

A. Purposes of the Grievance Committee:

1. Review School Policy,
2. Hear and act upon grievances of member,
3. Foster ethical practices of the profession, and
4. Review grievance procedures.

B. Duties of the Grievance Committee:

1. Hear grievances and recommend further action,
2. Provide colleagues with information regarding ethical practices, and
3. Process grievances and represent the Association at grievance proceedings.

C. Duties of the Board in Grievance:

Prior to a grievance going to binding arbitration, the grievance shall be brought to the Board. At this time, the Board, acting as a Review Committee, shall make a decision as to the extent to which financial support shall be given to the grievance.

Section 2. Professional Negotiations—

A. Purposes of Professional Negotiations Committee:

1. Represent the Association in meeting with the Board of Education,
2. Negotiate with the Board of Education representatives on the Master Contract, and
3. Participate in negotiations of matters of mutual concern related to professional services and compensation.

B. Duties of Professional Negotiations Committee are to negotiate with the Board of Education representatives in order to achieve stated purposes.

C. The Professional Negotiations Committee can be dissolved only by a majority of the Board present and voting.

ARTICLE X—AD HOC COMMITTEES

- Section 1. Ad Hoc Committees shall be formed and members appointed by the President on a yearly basis as needed.
- Section 2. Ad Hoc Committees may be dissolved at the discretion of the Board.

ARTICLE XI—AMENDMENT OF THE BYLAWS

- Section 1. Any member may propose an amendment to the Bylaws. Such proposal must be presented in writing to the Board.
- Section 2. The proposal shall be published and distributed to Association members within ten (10) days after its presentation to the Board.
- Section 3. Balloting in each building shall take place within five (5) days of publication.
- Section 4. An affirmative vote of two-thirds (2/3) of those voting shall amend the Bylaws.

ARTICLE XII—CONSTITUTION AND BYLAWS REVIEW

This Constitution and Bylaws will be reviewed and/or revised every three (3) years commencing with the 1989-1990 school year.

ARTICLE XIII—SCHEDULE

- Section 1. Election of the Vice President and the Treasurer shall be held in odd-numbered years.
- Section 2. Retention of the President and Secretary shall be established in odd-numbered years through an uncontested vote of confidence.
- Section 3. Election of the President and Secretary shall be held in even-numbered years.