

AGREEMENT  
between the

BOARD OF EDUCATION,  
EDWARDSVILLE COMMUNITY  
UNIT SCHOOL DISTRICT #7  
Edwardsville, Illinois

and the

EDWARDSVILLE EDUCATION  
ASSOCIATION

An Affiliate of the  
Illinois Education Association  
and the  
National Education Association

2021 - 2023

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## **ARTICLE I RECOGNITION**

- A. The Board of Education recognizes the Edwardsville Education Association as the exclusive bargaining agent for all certificated personnel of the school district. Administrative personnel, as defined by the Illinois Educational Labor Relations Act, are not included in the bargaining unit.
  
- B. The Board of Education agrees not to negotiate with or recognize any employee individually, or any employee's organization other than the Edwardsville Education Association for the duration of this agreement.

## ARTICLE II NEGOTIATIONS PROCEDURES

- A. **MEMBERSHIP:** The parties agree that they have conferred upon their respective negotiating committees all necessary powers and authority to designate members of their team, and make and consider proposals, counter-proposals and tentative agreements in the course of negotiations, but no tentative agreement shall be legally binding unless ratified by the Association and the Board, respectively.
- B. **MEETINGS:** Meetings shall be held as necessary at times and places agreed to by both parties.
- C. **SCOPE:** The Association and the Board agree that negotiations in good faith will encompass the areas defined in the Illinois Educational Labor Relations Act.
- D. **DISTRIBUTION:** Once the negotiations instrument has been finalized and accepted by both parties, copies shall be prepared for distribution. One representative from the Association and one representative from the Board shall be responsible for proofreading, formatting, printing and distributing the agreement. The Board of Education will pay for forty (40) copies for administrative use and the Association will pay for the number of copies they want.
- E. **MEDIATION:** The guidelines for mediation, as set down in the Illinois Education Labor Relations Act, shall be the procedures followed by both negotiating parties. It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares mediation.
- F. **SAVINGS CLAUSE:** Should any article, section, or clauses of the contract agreement between the Board and Association be declared illegal by a court of competent jurisdiction, then the article, section, or clause shall be deleted from the completed agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in force and effect.

It is further agreed that within thirty (30) days of receipt of notification of such findings by any court of competent jurisdiction, the Association shall notify the Board and negotiations shall commence for the purpose of reaching agreement on the affected matter.

- G. **NO STRIKE CLAUSE:** The Association agrees not to strike for or engage in a slowdown of normal classroom instruction for the duration of this agreement.

## ARTICLE III TEACHER RIGHTS AND RESPONSIBILITIES

- A. **PAYROLL DEDUCTIONS:** Payroll deductions for certified employees shall be made for professional dues, insurance premiums, school-sponsored charitable contributions, United States savings bonds, tax-sheltered annuities (open in September each year), and credit union.

Any certified employee shall be granted payroll deduction of dues upon receipt of a signed dues deduction request form. Any change in dues deductions for an employee will be executed as needed through written confirmation from the EEA Membership Chair to the Assistant Superintendent of Business Operations or his/her designee. The District shall not be responsible for any make-up deductions on requests. Such authorization for dues deduction shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Such fee shall be paid to the Association by the employer within five calendar days from when it is deducted from the employee's paycheck.

The Association shall indemnify the Board of any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on information provided to it by the Association, as required by the Illinois Educational Labor Relations Act 115 ILCS 5/11.(d) and (e).

- B. **NOTICE OF MEETINGS:** The President(s) of the Edwardsville Education Association or President's designee will be given electronic notice the same day as Board members and administrators of all regular and special meetings of the Board, together with a copy of the agenda.
- C. **DISCIPLINARY MATTERS:** Any teacher who is required to appear before the Board, or a committee of the Board, or a group of three (3) or more administrators, on a possible disciplinary matter, shall be notified in writing at least three (3) days in advance. The three day notification limit may be waived if both parties agree. The teacher shall be notified of the reasons for the appearance and may at his/her discretion be accompanied by a representative of the Association who may advise and/or represent him/her.
- D. **REIMBURSEMENT FOR INCIDENTAL SUPPLIES:** All teachers (K-6) will be reimbursed a maximum of forty dollars (\$40) per year for purchases of incidental supplies made during the year. Invoices will be submitted to the principal for payment when the forty dollars has been spent or the end of the school year. Other classroom incidental supplies may be obtained through the normal district purchasing process with the approval of the building principal.
- E. **EMPLOYMENT OF EDUCATIONAL ASSISTANTS:** Educational assistants or other non-certified personnel may be used to assist the teacher. When permitted by contract(s), administrators shall seek input on the selection of assistants or

other non-certified personnel from teachers whose classrooms will be served by an assistant or other non-certified personnel.

- F. **ADDITIONAL NON-INSTRUCTIONAL ASSIGNMENTS:** All teachers at the Senior High School shall have a duty-free lunch period equal to that of the student lunch period or 30 minutes, whichever is greater, and one (1) unassigned preparation period during the student day.

All teachers at the Middle School shall have a duty-free lunch period equal to that of the student lunch period or 30 minutes, whichever is greater and one (1) unassigned preparation period during the student day.

All teachers at the elementary level, grades K – 5, shall have a duty-free lunch period equal to that of the student lunch and recess period or 30 minutes, whichever is greater. Elementary teachers will have unassigned preparation time during their specialist time.

Specialist time shall be provided as follows:

- At grades Kindergarten through third: one hundred twenty (120) minutes;
- At grades four through five: one hundred thirty-five (135) minutes.

Teachers shall not be responsible for supervising bus loading and playground activities. Non-certified personnel will be provided for noon-time supervision in all schools.

- G. **SPECIALIST TIME:** The contribution of specialists is recognized as important to the instructional process.

1. All Grade K – 5 students will receive instruction from specialists (e.g., in Art, Music, and P.E.).
2. Specialists will be included in discussions concerning their schedules.
3. Specialists will be given a 30 minute duty-free lunch period.
4. Specialists should be consulted about the most efficient and effective inclusion of special needs students into their classes.

- H. **ASSOCIATION LEAVE:** The Association will be allowed thirty-five (35) days absence from teaching assignments without loss of pay for Association business each school year. These days will be taken at the discretion of the Association President(s). Staff members must notify the building principal or his/her designee not less than two weeks prior to the taking of the leave. If an alternate must be used for a person who has given two week notice, the two week clause will be waived for the alternate. The Association will pay the district the cost of the substitute teacher pay within thirty (30) days.



- I. **WORK DAY:** The normal work day for all full-time certificated personnel will be 7 and 3/4 hours.
1. Teachers will be available for open houses and student/parent conferences, without additional compensation, unless excused by their administrator due to some unavoidable conflict. An administrator may schedule meetings outside the workday with five (5) days advance notice. Employees attending a meeting scheduled outside their workday will be compensated at the curriculum rate. Nothing in this provision is intended to affect the legal provision for a duty-free lunch period.
  2. Paid compensation will be made when teachers attend meetings or staffings on dates designated non-work days on the school calendar.
  3. The District should schedule staffings so that teachers involved will not have all of their preparation time consumed by the staffing. When staffings or meetings are scheduled prior to the normal student contact time, teachers shall be released from the staffing or meeting at least fifteen (15) minutes before the scheduled start of their student contact.
  4. In the event of 1/2 day schedules or in-service activities all teachers will be given the normal amount of time for lunch and sufficient travel time to the meeting site.
- J. **LESSON PLANS:** At the end of the day, all teachers shall have outlined lesson plans written two days in advance which will be left in their school mailboxes or at a place designated by the principal.
- K. **EARLY DISMISSAL OF TEACHERS:** With the knowledge of the principal, teachers will be allowed to leave on the last school day before holidays fifteen (15) minutes after the students are dismissed.

In those schools in which a fifteen-minute early dismissal would coincide with the end of the regular teacher workday, teachers will be allowed to leave after the students are dismissed.

L. **EXPERIENCE CREDIT:**

1. Teachers eligible for step movement shall receive the step movement on the salary schedule in each year of the agreement, provided that the parties agreed upon step movement for the applicable contract year.
2. Any teacher employed in District 7 for at least one full semester of a school year will receive one full year's credit on the salary schedule for that part of the year which was taught. However, any teacher who has more than one partial year of credit will not receive a full year of credit for each partial year. The total

number of months taught will be divided by nine in order to determine the number of years of credit to be allowed.

3. Credit, not to exceed one year, will be given for at least one full calendar year of service in the Armed Forces of the U.S. or in the Peace Corps of the United States. Salary schedule credit shall be for professional services rendered during the school term as defined in the school calendar.
4. As of March 1, 1995, credit shall be given for any combinations of private, parochial or government agency professional experience, not to exceed five (5) years credit at the time of employment in District 7.

**M. PROFESSIONAL FILES:** The employee shall receive a copy of every item before it is placed in the file and given an opportunity to respond to it. When placed, the written response, if any, shall become a part of the file. Materials related to discipline or re-employment may not be placed in the teacher's personnel file without first giving the teacher an opportunity to place a written response to this material in this file. No one other than the immediate supervisor, Assistant Superintendent of Personnel, Superintendent, superintendent's secretary, or the Board of Education as a body, shall have access to the file without the written consent of the teacher. All correspondence placed in the file must be signed and dated.

**N. POSTING VACANCIES:** A vacancy shall be defined as a permanent position within the bargaining unit other than a reassignment within a building and positions filled pursuant to Section 24-12 of the Illinois School Code, which has been newly created or which has previously existed and the Board intends to continue, but which is vacated due to transfer, approved leave of absence, resignation, retirement, death or termination. The term vacancy shall not apply to any position which is open for less than thirty-eight (38) work days. The District shall give teachers notice of all teaching vacancies by posting the vacancy announcement on the District website and emailing the vacancy announcements to all teachers' District email addresses. This posting and email notice shall be issued a minimum of five (5) workdays before the position is filled.

When a vacancy occurs, all currently employed certified personnel may apply for said vacancy within the five (5) workday posting period. The District will comply with the Illinois School Code, 105 ILCS 5/24-1.5, when filling certified teaching vacancies.

**O. ASSOCIATION LEAVE DAYS:** Teachers directly involved in arbitration hearings, mediation hearings, and court appearances, if held during school hours shall be released from their regular assignments without loss of pay for testimony and/or presentations. The Association will pay the cost of the substitute teacher.

P. **STAFF DEVELOPMENT:** Teachers may request to schedule visitations to schools in other districts on Madison County Institute and the District's Midterm Workshop. Prior approval must be secured from the building principal or his/her designee following submission of a written request by the teacher two weeks prior to the workshop. Teachers will not receive reimbursement for travel or other expenses incurred. The District will continue to provide opportunities for professional development.

Q. **REDUCTION IN FORCE:** By January 5th of each school year, all teachers must file with their building principal or supervisor the grade level(s) and for secondary, the subject areas, they are qualified to teach. This list must be kept up to date by the individual teacher. Each teacher must be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established in a district job description, on or before the May 10 prior to the school year during which the sequence of dismissal is determined.

For the purpose of this agreement, qualifications is defined as legally qualified as defined by statutory and regulatory prerequisites for teaching as required by the Illinois School Code and State Board of Education documents and any other qualifications set forth in a job description.

The Board of Education will set an employment date for seniority purposes. Seniority is defined as the current full-time and/or prorated part-time contractual length of service. (Example - Teachers with four full-time assignments and two half-time assignments will receive five year's seniority credit.) If two teachers have the same length of contractual service, then seniority will be determined by the official employment date.

If a choice for reduction in staff is to be made between two or more teachers in the school district, the criteria to be used for reduction will be based on the procedures and criteria set forth in the Illinois School Code, 105 ILCS 24-12(b) and any agreement approved by the Reduction in Force joint committee 105 ILCS 24-12(c). The Reduction in Force Committee will meet annually.

When in the judgment of the Board of Education an anticipated decline in enrollment and/or loss of district revenue shows that a reduction in staff among teachers is advisable, the administration shall attempt to accomplish this reduction by attrition. The District shall comply with the Illinois School Code 105 ILCS 5/24-12(b), when dismissing teachers under a reduction in force. Teachers shall have recall rights consistent with the Illinois School Code.

The Association will be notified and consulted fifteen (15) calendar days in advance of any Board action to implement a reduction in force.

- a. Reductions in force will comply with the Illinois School Code, 105 ILCS 5/24-12(b).
- b. A certified teacher who is released due to reduction in force from Category 4 or 3 has the right to recall for a period of one (1) calendar year from the start of the school year following dismissal.
- c. Teachers will have access to the Years of Service List (seniority and positions qualified to teach) and Honorable Dismissal List (reduction in force list) via electronic means.

R. **EMPLOYEE ATTIRE:** The Edwardsville Education Association and the Board of Education share a mutual desire to present a positive image of our schools. Employees have the responsibility to exercise professional judgment regarding proper attire. The Board of Education and the Edwardsville Education Association have the right to expect employees to dress in a manner that does not disrupt the educational process or interfere with the normal operation of the schools.

S. **ASSOCIATION REPRESENTATION:** An employee shall have the right to have Association representation at an investigative interview that the employee reasonably fears may result in his/her discipline. The employee shall also have the right to Association representation at any follow-up meetings related to the investigation.

## **ARTICLE IV GRIEVANCE PROCEDURE**

### **A. DEFINITIONS:**

1. Any teacher or the Edwardsville Education Association may be a grievant.
2. A grievance shall be interpreted as any claim by the Association or a teacher covered by the Agreement between the Association and the Board that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement between the Association and the Board, and/or policies directly affecting wages, hours, or terms of condition of employment as determined by the Illinois Educational Labor Relations Board.
3. All time limits shall consist of work days.

### **B. LIMITATIONS:**

1. Upon selection of grievance representatives by the Association, the Board shall recognize an Association grievance committee. At least one member of the grievance committee shall be present at the request of the grievant at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.
2. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without the intervention of the Association, provided that the adjustment is consistent with the terms of this Agreement.

**C. FORMAL PROCEDURE:** The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communication. When requested by the grievant, a member of the grievance committee may accompany the grievant to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the grievant, a grievance shall be processed as follows:

1. The grievant or the Association, at the request of the grievant, must present the grievance in writing to the immediately involved supervisor within one hundred eighty (180) days after the violation occurred or is first known by the grievant. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The immediately involved supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant, a member of the grievance committee when requested by the grievant, and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the grievance to the

grievant, the grievance committee, and the Superintendent, within ten (10) days after the meeting. The answer shall include the reasons for the decision.

2. If the grievance is not resolved at Step 1, then the grievant shall refer the grievance to the Superintendent within ten (10) days after receipt of the Step 1 answer. The Superintendent shall arrange for a meeting with the grievant and a member of the grievance committee, the principal and the Superintendent or his/her designee to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent must reply within ten (10) days to the grievant, the aggrieved and the grievance committee.
3. If the grievance is not resolved at Step 2 within the time limits provided, the grievance shall be heard by the Board or a committee of the Board.

The President of the Board shall arrange for a meeting to take place with the grievant and a representative of the Association's grievance committee as expeditiously as meetings of the Board and the agenda will permit, not to exceed twenty (20) days. The Board and the grievant shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have ten (10) days in which to provide a written decision with reasons to the grievant and the grievance committee.

4. If the grievant is not satisfied with the disposition of the grievance at Steps 2 and 3, or the time limits expire without the issuance of the Board President's written reply, the Association shall submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. A grievance shall be waived if it is not initiated in a timely manner. A grievance shall be deemed withdrawn if it is not advanced from a grievance Step to the next grievance Step within the specified time limits. Finally, if a demand for arbitration is not filed within thirty (30) days of the date the Step 3 reply is received and/or was due, then the grievance shall be deemed withdrawn.

#### **D. VARIATIONS:**

1. By agreement of the grievant and the Superintendent or the grievance committee and the Superintendent, Step(s) 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
2. The Board acknowledges the right of the Association's grievance representative to participate at the request of the grievant in the processing of a grievance at any level, and no teacher shall be required or coerced against

- his/her will to discuss any grievance if the grievance representative is not present.
3. When a grievant is not a member of the Association, the Association, at the request of the grievant, has the right to have its representative present to state its views at all stages of the grievance procedure.
  4. Any final disposition of grievance, alleged by the Edwardsville Education Association to be in conflict with this Agreement, shall be grievable by the Edwardsville Education Association.
  5. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
  6. Should the investigation or processing of any grievance by the arbitrator require that a teacher or a grievance committee representative be released from his/her regular assignment, he/she shall be released when permission is granted by the Superintendent without loss of pay or benefits.
  7. Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
  8. The arbitrator shall have no power to alter the terms of this Agreement.
  9. All participants in the Board and arbitration steps of the grievance procedure do not have to be limited to employees of the school district. If legal or Association representation will be present at the Board hearing or arbitration levels for either party, that party must notify the other at least 5 days in advance so that the other may have similar representation. One observer for each party may be allowed at the Board or arbitration hearing levels.
  10. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and shall not be disclosed to anyone except when the welfare of the school requires it and then in a professional and ethical manner. No documents, communications, or records from the separate grievance personnel file will be used by any administrator, Superintendent, Board of Education member, or the Board of Education, for hiring, firing, or harassment of any teacher involved in a grievance procedure.
  11. It is agreed that any investigation or other handling or processing of any grievance by the grievant or teacher organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program of the teaching staff except as noted in paragraph 6 above.

## ARTICLE V WORKING CONDITIONS

A. **CLASS SIZE (K-12):** The Board is committed to maintaining reasonable class size. Class size, K-12, will be based on sixth day attendance at the beginning of each semester. In order to be counted in the enrollment, a student must be in attendance at least one full day of scheduled attendance and currently enrolled in the District.

### 1) **ELEMENTARY CLASS SIZE (K – 5):**

- a) An elementary student must be physically present (push/pull) in a teacher's classroom for more than half a day in order to be included in the teacher's class size count.
- b) The following elementary classes, including but not limited to; gifted/challenge/high math, PE, Art, Performing Arts, Foreign Language, Technology Instruction, shall not be subject to the class size limits.

#### **KINDERGARTEN**

0-24

No assistant

25-26

Three-hour assistant will be hired and assigned to the classroom for the remainder of the school year.

27 (first semester)

Class split

27 (second semester)

The Board will provide one full-time assistant or teacher per that grade level within that building. For example, if two sections of Kindergarten in an elementary building each have 27 or more students on the 6<sup>th</sup> day of student enrollment of the second semester, the Board will add one full-time support person for that grade level.

#### **PRIMARY (1-3)**

0-25

No assistant

26-27

Three-hour assistant will be hired and assigned to the classroom for the remainder of the school year.

28 (first semester)

Class split

28 (second semester)

The Board will provide one full-time assistant or teacher per that grade level within that building.

#### **INTERMEDIATE (4-5)**

0-28

No assistant

29

Three-hour assistant will be hired and assigned to the classroom for the remainder of the school year.

30 (first semester)

Class split



30 (second semester)      The Board will provide one full-time assistant or teacher per that grade level within that building.

2) **Middle School Class Size (6-8):**

All middle school classes will be limited to 32 students per class with a maximum of 186 daily student contacts per teacher, with the exception of PE and Performing Arts. However, activity period will have a maximum of 26 students.

3) **High School Class Size (9-12):**

All high school classes will be limited to 34 students per class with a maximum of 163 daily student contacts per teacher, with the exception of Study Hall and Performing Arts. PE shall not be subject to the 34 students per class, but will have a maximum of 180 daily student contacts per teacher.

**B. SUMMER SCHOOL TEACHERS (PRIORITY OF HIRING):**

Order of priorities to be observed in the employment of teachers for summer school:

1. Teachers who have taught full time in the district during the preceding school year.
2. Teachers who have taught or worked on a part time basis in the district during the preceding school year.
3. Teachers on the regular substitute teacher list of the district during the preceding school year.
4. Teachers from outside the district.

Teachers must meet certification requirements for the areas they are assigned to teach. The above priorities shall be observed in all cases except where particular skills or preparation are required. All teachers will be given the opportunity to apply for summer school teaching.

**C. CALENDAR:** Prior to recommending the calendar for the coming year, the Superintendent will receive input from an Association teacher committee by February 15. The calendar will not exceed one hundred eighty (180) teacher work days.

**D. RELEASED TIME DAY:** In addition to the normally scheduled parent conference days one-half (1/2) day shall be available during the first grading period. The primary purpose of this day shall be for parent conferences. Scheduling of this day is subject to approval by the Regional Superintendent of Schools. This is not intended to lengthen the school calendar year.

- E. ADVANCE NOTIFICATION OF ABSENCE:** Employees will utilize the AESOP sub placement system when calling in absences. Teachers can log onto AESOP at <http://login.frontlineeducation.com> or call toll free at 1-800-942-3767. In the event that a teacher is unable to use AESOP, or when the absence is less than an one hour notice, teachers will call the central office answering machine at 655-6004. The teacher must identify himself/herself by name and building and then state the reason for absence (except in the case of personal/emergency leave where no reason for absence is required). Teachers shall make every possible effort to notify AESOP or the personnel office as early as possible in order to allow enough time to obtain a substitute. Advance notification of a planned absence and the request for a substitute shall be sent through AESOP or when necessary the central office answering machine. All substitutes shall be arranged by AESOP or the personnel office unless otherwise authorized. Under no circumstances should a teacher contact a substitute to make his/her own substitute arrangements. Teachers shall keep complete lesson plans, class lists, and substitute information sheets up-to-date and readily available for the substitute.
- F. TEACHING ASSIGNMENTS:** Teachers will be given written notification of any proposed change in their teaching assignment for the following year and will be given the opportunity to discuss such proposed change with the appropriate administrator no later than five (5) school days before the end of the school year. Involuntary changes may be made in teaching assignments after that date in the event of staff resignations, retirement, termination, death, enrollment changes, class size changes, work schedule changes and when the District determines that transfers are necessary. All teachers will be given an opportunity to request future assignment changes. When changes are necessary, the administration will consider those requests before finalizing assignments.
- G. TRANSFERS:** In the event that it becomes necessary to transfer or reassign teachers in a school or schools, all volunteers and their previous experience shall first be considered.

In the event there are no volunteers, requests of all teachers will be considered.

In the event of large numbers of transfers, affected teachers will be surveyed as to their preference. These requests will be considered when assigning teachers to their positions and/or building.

The District will provide the teacher with boxes, necessary supplies and transportation to move his/her classroom and personal items upon request. Special consideration will be provided to teacher(s) when an unanticipated transfer or reassignment occurs.

In the event a building or wing of a building is opened, a committee will be formed consisting of administrators, teachers, and classified staff members to plan the logistics of implementing the move.

#### H. **SPECIAL EDUCATION:**

1. **In-Service Training:** The District shall provide, upon request, in-service training by qualified professionals to teachers who have low incidence students before the students are integrated/mainstreamed/included into their classroom. In the event that immediate placement is necessary, in-service will be provided within two (2) weeks.
2. **Special Education Advisory Committee:** A Special Education Advisory Committee shall be established consisting of a minimum of two (2) administrators appointed by the District, five (5) regular education teachers, and three (3) special education representatives appointed by the Association President(s). The committee shall meet regularly, at least once a quarter, and at other times as requested by teachers and/or administrators to discuss Special Education issues. The first meeting of this committee shall be no later than October 1st of each year.

The committee is advisory in nature and shall submit reports to the Director of Special Education, the District Superintendent and the Association President(s).

A teacher who seeks the assistance of the Advisory Committee shall not be subjected to discipline or reprisal because of such action.

Additionally, concerns regarding 504 can be addressed by this committee, even though 504 students are not special education students.

Special education concerns/questions should, as a matter of procedure, be presented to the building principal, before being addressed by the Special Education Advisory Committee. The building principal will make all reasonable efforts to resolve the special education concerns/questions in a timely manner.

#### I. **SAFETY:**

1. The Board and Association agree that safety is a dual responsibility of both parties. Employees shall not be required to work under unsafe or hazardous conditions.
2. No staff member shall be required to enter a building alone or to be left alone in a building.

3. The Administration will assist in providing secure storage areas for personal property.
  4. The Board does not tolerate physical assault and/or battery on employees while performing duties consistent with and under the direction of Board policy. Assault and/or battery shall be as legally defined by the State of Illinois.
  5. Any case of assault and/or battery upon an employee shall be promptly reported to the Board or its designee and handled in accordance with Board approved law enforcement procedures. Immediate steps shall be taken to protect the safety of the individuals involved, and if appropriate, the Board will assist the employee in pursuing the matter with law enforcement and judicial authorities.
  6. No deduction shall be made in salary, accumulated sick leave, personal leave or seniority of a staff member in connection with any work-related assault and/or battery.
  7. The building principal will inform staff members of parents, students, or other individuals who may need special attention due to past actions, which could be of concern to staff, other students and/or property.
  8. Within the first quarter of the school year, the District will provide an opportunity for all employees to receive training on de-escalation strategies.
- J. **OVERLOADS:** Certified employees asked to handle additional duties in lieu of their regular non-instructional assignment (prep period) for an entire quarter, semester, or year will receive overload compensation. For certified employees asked to handle additional duties at the middle or senior high school, overload compensation shall equal one-fifth (1/5) of his/her annual salary, (exclusive of any extracurricular stipend in effect), prorated for each quarter or semester if the assignment is not for the entire school year. The building principal will communicate in writing the need for an overload assignment to all qualified bargaining unit members within the building. Any qualified bargaining unit member within the building may volunteer to be considered for the overload assignment. The bargaining unit member assigned the overload will be chosen from the pool of volunteers, if one is available. If no bargaining unit member accepts the overload assignment, the building principal may assign a bargaining unit member to the overload. When the situation arises that no bargaining unit member volunteers for the available overload assignment, an EEA representative in addition to the building principal will be present at any discussion or request that occurs regarding the assignment of an overload.

## ARTICLE VI WELFARE

- A. **TELEPHONE:** Teachers will be given access to a private telephone.
- B. **EVALUATION PROCEDURES:** The evaluation procedures will be conducted in accordance with the procedures set forth in the District Evaluation Plan document, which can be found at [ecusd7.org/district-information/staff-district-7/teacher-evaluations](http://ecusd7.org/district-information/staff-district-7/teacher-evaluations), Article 24A of the Illinois School Code, and related administration rules, including 23 IL Administrative Code, Part 50.
- C. **UNSATISFACTORY APPEALS PROCESS AND REMEDIATION:** If a tenured teacher receives an overall unsatisfactory rating, that teacher will be provided remediation as stated in 105ILCS, 5/24A-5 of the Illinois School Code, as amended, 23 IL Administrative Code, Part 50, and the District Evaluation Plan.

Any tenured or non-tenured teacher who has received an unsatisfactory rating on their summative evaluation shall have the right to appeal the rating to a Joint Committee. The appeals process will follow the District evaluation plan, which can be found at [ecusd7.org/district-information/staff-district-7/teacher-evaluations](http://ecusd7.org/district-information/staff-district-7/teacher-evaluations).

### D. **INSURANCE:**

1. For each full-time employee who desires to participate, the Board shall pay 100% of the cost of the premium for single coverage under a group health insurance plan for the duration of the contract.
2. In addition to the Board's contribution for single coverage, the Board shall contribute \$50.00 each month toward a group health plan for family/spouse coverage for each full-time employee who desires to participate in the family/spouse plan.
3. Part time teachers are entitled to participate in the District's group health plan. For part-time teachers participating in the District's group health plan, the Board shall contribute an amount each month toward a group health plan for only single coverage in proportion to the percentage of time worked. (Example – A high school teacher teaching one class would get 20% of the premium paid to full-time teachers).
4. All employees are subject to eligibility requirements.
5. The Board will provide full-time teachers enrolled in the single coverage health insurance plan with \$20,000 term life insurance policy subject to the age restrictions set forth in the life insurance policy. Full-time teachers that forego all health insurance coverage will be provided Board paid term life insurance in the amount of \$60,000 subject to the age restrictions set forth in the life insurance policy.

6. **Insurance Committee.** A representative committee made up of all groups of employees (with at least 50% of the committee members named by the Association) will meet with the Superintendent and/or his/her designee and any other representative or employee that the Board may select (other than employees within this bargaining unit) to consider ways to reduce premiums and contain insurance costs and to provide input to the Board regarding health insurance coverages. The Board recognizes that the continuity of insurance providers is desirable. If the Board considers changing providers it will so notify the Insurance Committee which may evaluate and make recommendations to the Board regarding alternatives. The Board shall make the final decisions concerning the District's group health plan and providers.
7. Anyone on an approved unpaid leave of absence after exhausting FMLA leave, if eligible, will be issued a COBRA notice and may keep his/her insurance coverage by paying the COBRA premium until the employee no longer wishes to maintain COBRA coverage, is no longer eligible, or returns to work.

E. **DEATH GRATUITY INSURANCE PAY:** In the event of the death of a teacher while still in the active employ of the district (excluding a person on leave of absence) the beneficiary of the deceased shall receive a payment equal to the amount determined by use of the following schedule:

Present year's beginning Bachelor's salary divided by 185 X 55% X number of unused sick leave days.

F. **LEAVES:**

1. **SICK LEAVE:** Each teacher shall be entitled to a normal annual allotment of fifteen (15) total sick leave days per year with unlimited accumulation.

Teachers who reach an accumulation of one hundred thirty-five (135) days of sick leave at the end of a school year will be entitled to a normal annual allotment of thirty-five (35) sick leave days at the start of the next school year. For the school year after a teacher reaches the thirty-five (35) days normal allotment of sick leave threshold, the teacher will receive a normal allotment of fifteen (15) days.

Teachers who reach an accumulation of two hundred twenty-five (225) days of sick leave at the end of a school year will be entitled to a normal annual allotment of fifty-five (55) sick leave days at the start of the next school year. For each school year after a teacher reaches the fifty-five (55) days normal allotment of sick leave threshold, the teacher will receive a normal allotment of fifteen (15) days.

Any employee who receives an increased allotment as a result of meeting one of the designated sick leave day thresholds will only receive the increased allotment the first time they meet each designated threshold. Should any employee fall below one of the thresholds after receiving an increased allotment, they are not eligible for a second increased allotment should they meet that threshold again.

These normal annual allotment amounts will be effective as of the end of the 2020-2021 school year.

Teachers who work longer than the regular school year will have their sick leave days per year proportionately adjusted as listed on the following chart:

Contract Days	Sick Leave Earned Per Year
180	15.0 days
200	15.0 days
210	15.75 days
260	18.0 days

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. Immediate family shall be interpreted to include parents, spouse, domestic partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law and legal guardians. The school board may require a physician's certificate, or if the treatment is by prayer or spiritual means, that of a spiritual practitioner of such person's faith, as a basis for pay during leave after an absence of three days for personal illness, or as it may deem necessary in other cases (105 ILCS 5/24-6 School Code).

2. **SICK LEAVE BANK:** A three member approval committee shall be established. Two members shall be appointed by the E.E.A. Executive Committee and one by the administration.

The committee shall have the responsibility of reviewing, as often as needed, requests for withdrawals from the bank, verifying validity of requests, recommending approval or denial of the requests as being or not being in compliance with the sick leave policies of the school district, and communicating its recommendation to the individual teacher and the business office.

The Sick Leave Bank Committee will be given the authority to develop rules or procedures subject to approval by the E.E.A. executive committee and distribute same to the membership.

- a. Participation - All employees of the school district who are certified to teach or supervise (herein-after referred to as "teachers") are eligible to participate in the certified Sick Leave Bank. Withdrawal from the bank will be limited to teachers who have exhausted their sick leave and meet the criteria outlined by the Sick Leave Bank Committee. Authorization of contribution shall be made on an appropriate form provided by the school district and signed by the teacher.

Authorization forms must be submitted to the business office no later than thirty days after the teacher becomes eligible to receive sick leave days for the year in question, that is to say, teachers employed on a twelve month contract, on or before July 31, and other teachers employed on a shorter contract, 30 days after the first day of actively undertaking their duties as a teacher. Teachers returning from extended leave and new teachers may contribute within the first thirty days after reassignment or employment. Teachers returning from sick leave or disability leave may contribute within thirty days of resuming their duties.

Non-members shall be required to transfer three (3) (prorated for part-time employees) of their sick leave days during each of the first three participating (consecutive) years. In addition to these days, the new member shall transfer the necessary maintenance days (Article VI. G2, C - -Contributions).

The school district shall request from all those eligible a change in status (i.e. to join or to withdraw). Participants who withdraw lose all rights and become non-members.

The sick leave bank will not apply for normal maternity leave or child care.

- b. Withdrawals and Restrictions - Grants from the bank to a teacher will not be automatically renewed from one fiscal year to the next. All bank grants will end on the last day of the school year unless renewed by action of the approval committee.

If the teacher commences to draw benefits under the state retirement system for disability, the teacher will cease to draw benefits from the sick leave bank.

The Certified Sick Leave Bank Committee can authorize up to the following maximum days to be withdrawn from the bank: those who have been a member of the bank for less than one year - sixty (60) days; one to two years - one hundred twenty (120) days; and more than two years- one hundred eighty (180) days. Participating part-time employees' days will be prorated in a like manner.



The initial five year period will begin the day the employee used the first day from the bank and will end on the five year anniversary date of said first withdrawal. During this five year period, the employee may only use one hundred eighty (180) total days or the proper prorated number for a participating part-time employee.

After the expiration of the initial five year period, employees are again eligible to draw to a maximum of one hundred eighty (180) days or a proper prorated share for participating part-time employees for a second five year period. The second five year period will begin on the date of first withdrawal and end on the five year anniversary date thereof. Thereafter, the employee would be eligible for a third five year period and then a fourth five year period after the expiration of the third and so on until the employee is no longer employed by the school district.

Example: If a teacher's first draw from the sick leave bank occurs on January 1, 1978, the teacher thereafter, can only draw 180 days maximum from the bank through and including January 1, 1983. Thereafter, the teacher is again eligible for a new five year period which will run from the date of that first draw. If the next draw is February 10, 1984, then the teacher can only draw 180 days thereafter until February 10, 1989, and then the teacher would be eligible for a third five-year period which would begin to run from the date of the first draw after February 10, 1989. The sequence continues on in its logical pattern until such time as the employee is no longer employed by the school district.

- c. Contributions - Days remaining in the bank at the end of the school year will determine the number of sick leave days that will be transferred to the bank from the teacher's accumulated sick leave at the beginning of the following school year.

If 1,200 or more days still remain in the bank, no days will be transferred.

900 - 1199 days -	1 day will be transferred
600 - 899 days -	2 days will be transferred
0 - 599 days-	3 days will be transferred

- d. Exhaustion of the Bank - Should the bank be dissolved for any reason with days remaining in the bank, the days shall be returned to all the currently participating teaching staff on a prorated basis. The days returned will be rounded off to the closest one-half day.

### 3. PERSONAL/EMERGENCY/PROFESSIONAL LEAVE:

- a. The Board shall grant each teacher one (1) day of verifiable emergency leave per year without loss of pay or deduction of sick leave. This shall not be used for things of a personal nature. Verification shall be provided on request. The Board shall grant each teacher two (2) days personal leave per year without the loss of sick leave days.
- b. Personal/Emergency leave may not be used for Association activities.
- c. Personal days may not be scheduled the day before or the day after a school holiday, unless there is verifiable evidence that the scheduling of the activity is beyond the teacher's control.
- d. When possible, employees shall submit a written request for personal leave to the building principal five (5) working days in advance. It is not necessary to state a reason for the leave.
- e. Any certified employee who does not use any personal days during the current school year may have the option to carry one of those personal days into the next school year. The maximum amount of leave days that any certified employee can have at any time is three (3). Personal leave not carried into the following year shall accumulate as sick leave.
- f. Professional Development Days: A certified employee may be granted one professional development day per school year. The employee must submit a written request to the Superintendent no later than 20 working days in advance of the professional development event and must include a description of the event. The Superintendent or designee will, in his/her discretion, approve or disapprove the request. If approved, the employee will be permitted to attend the professional development event with pay, but the employee shall be responsible for all costs associated with attending the event.

Employees may not receive board credit for any workshop/course taken during a paid workday, including professional development days. The employee must provide verifiable evidence of attendance at the professional development event. A professional development day may only be used to attend events that are educationally based.

### 4. FUNERAL LEAVE:

- a. **Immediate Family Funeral Leave:** Funeral leave will be given for death in the "immediate family". This is defined as death of parents, persons in lieu of parents, wife or husband, children, brothers and sisters, aunts, uncles, nieces and nephews, grandparents, grandchildren, brother or sister-in-law,

daughter or son-in-law, parent-in-law, or domestic partner. One day will be allowed for each death, 2 days if over 150 miles travel one way, 3 days if over 250 miles travel one way and will not be counted against sick leave. Sick leave may be utilized if more days are needed per death.

- b. **Funeral Leave for a Friend:** Employees will be allowed to use sick leave to attend the funeral of a friend.

In the event a large number of staff wants to attend the same funeral, the District will work with the Association to find a solution allowing as many staff members as possible to attend the funeral. The Association acknowledges the District's right to limit the number of members attending the same funeral.

- 5. **LEAVE OF ABSENCE:** Leave of absence without pay may be granted to tenured teachers for the following conditions and regulations and not to break continuous service:

- a. **TEACH IN A FOREIGN COUNTRY, ATTEND COLLEGE OR UNIVERSITY, AND/OR ENGAGE IN EDUCATIONAL TRAVEL:** All requests must be received by December 1 for second semester and by July 1 for the first semester of the coming year. No leave will be granted for less than one semester and will be limited to not more than one year of leave during a five year period.

The Board of Education will consider each request individually and, should the request be granted, the teacher should inform the Board of Education, in writing, sixty days before the end of the last semester during which the leave of absence is taken, whether he/she plans to return to the district the following semester. Failure to notify the Board of Education of his/her intentions, as stipulated above, shall constitute that teacher's resignation from the teaching staff in District #7.

Every effort will be made to reassign the returning teacher to his/her former school and grade level. If however, this is impossible or impractical, the Board of Education and the Superintendent of Schools shall have the authority to assign the teacher to another school within the district and/or at a grade level that the teacher is qualified to teach.

- b. **PERSONAL GROWTH:** All requests must be received by December 1 for second semester and by July 1 for the first semester of the coming year. The applicant must have a minimum of ten consecutive years of full time teaching in the district. The Board of Education will consider each request individually and, should the request be granted, the teacher should inform the Board of Education, in writing, sixty days before the end of the last semester during which the leave of absence is taken, whether he/she plans

to return to the district the following semester. Failure to notify the Board of Education of his/her intentions, as stipulated above, shall constitute that teacher's resignation from the teaching staff in District #7.

- c. **SABBATICAL LEAVE:** When funds are available, the Board of Education may grant sabbatical leave to not more than one (1) percent of the certificated staff in any one year. The leave may be granted at the Board's discretion to applicants who can show that the leave will benefit the school system. The leave shall be granted according to the provisions of the School Code (105 ILCS 5/24-6.1.)
  
- d. **PATERNITY/MATERNITYAND/OR CHILD CARE:**  
Maternity/Paternity/Adoption leaves will follow Illinois School Code and the Family Medical Leave Act. Requests for maternity/paternity leave and/or child care will be granted by the Board without pay. All requests should be received thirty (30) days in advance of the effective date of leave of absence.

The Board of Education will consider each request individually and, should the request be granted, the teacher should inform the Board of Education, in writing, sixty days before the end of the last semester during which the leave of absence is taken, whether he/she plans to return to the district the following semester. Failure to notify the Board of Education of his/her intentions, as stipulated above, shall constitute that teacher's resignation from the teaching staff in District #7.

Every effort will be made to reassign the returning teacher to his/her former school and grade level. If however, this is impossible or impractical, the Board of Education and the Superintendent of Schools shall have the authority to assign the teacher to another school within the district and/or at a grade level that the teacher is qualified to teach.

## **Memorandum of Agreement On Guidelines for Maternity/Paternity/Adoption Leaves**

1. Under the *Illinois School Code*, 105 ILCS 5/24-6, maternity leaves will consist of up to 30 school days (not including weekends, breaks, or holidays) starting from the date of birth during the school year, or the start of the new school year if the birth occurs during the summer as long as the employee has 30 sick days. After this 30 sick day period, for a normal maternity leave, the member may access their FMLA leave for up to 12 additional unpaid weeks, depending on how much if any FMLA they have already used at the time of the request.
  
2. District 7 Practice - Commencing on the date a child is born, an employee is eligible to use up to 8 weeks of sick leave if the employee has sick leave available. If the employee only has 4 weeks of sick leave, then the employee is only eligible for 4 weeks of leave. An employee's use of sick leave during all or part of the 8 week period will run concurrent with and count toward his/her use of up to 30 sick leave days for the birth of a child under the *Illinois School Code*, 105 ILCS 5/24-6.
  - For a member with doctor verified health issues related to the pregnancy: they may use their sick leave days until they run out of them. If the member participated in the sick leave bank, they may apply for however many days they are entitled to per sick leave bank regulations. After all sick leave, including sick leave bank days, is used, they may apply for up to 12 weeks of unpaid leave per FMLA depending on how much FMLA time they may have already used.
  - For a member with a newborn with doctor verified health issues: they may use their sick leave days to care for the sick child. After all sick leave is used, they may apply for up to 12 weeks of unpaid leave per FMLA depending on how much FMLA time they may have already used. **Note:** Sick leave bank days are not available in this case because they may only be used for health issues of the member, not their family.

### Examples

- Employee has 8 weeks of sick leave. Employee uses the 8 weeks of sick leave and is not required to submit medical documentation, then the employee can use up to 12 additional weeks of unpaid FMLA.
- Employee has 3 weeks of sick leave. Employee uses the 3 weeks of sick leave and is not required to submit medical documentation, then the employee can use up to 12 additional weeks of unpaid leave.
- Employee has no sick leave days. Employee can use up to 12 weeks of unpaid FMLA leave.

3. If all or part of the 8 week period occurs during regularly scheduled breaks (summer, winter, spring) or holidays, the 8 weeks continues to run during those periods. However, an employee is guaranteed the right to request and use up to 30 days of sick leave, if they have 30 days of sick leave, for the birth of child in accordance with the *Illinois School Code*, 105 ILCS 5/24-6.

### Examples

- Employee has child on June 1, 2015. The 8 weeks of leave starts on the date of birth, June 1, 2015, and ends on July 27, 2015. The employee would not be eligible for the 8 weeks of leave, but the employee would be eligible to use up to 30 days of sick leave at the start of the 2015-2016 school year without submitting any medical documentation. After the employee used his/her available sick leave, up to a maximum of 30 days, the employee would be eligible for 12 weeks of unpaid FMLA leave.
- Employee has a child on December 20, 2015. The 8 weeks of leave starts on the date of birth, December 20, 2015, and ends on February 14, 2016. The 8 weeks continues to run during the winter break (December 21, 2015 – January 1, 2016). The employee would be eligible to use sick leave from January 2, 2016 – February 14, 2016, if sick leave was available. The use of sick leave between January 2, 2016 and February 14, 2016 would run concurrent with and count toward his/her use of up to 30 sick leave days for the birth of a child in accordance with the *Illinois School Code*, 105 ILCS 5/24-6. Starting February 15, 2016, the employee would be eligible for 12 weeks of unpaid FMLA leave.

NOTE: It is strongly recommended that any certified staff member who wants to take maternity/paternity/adoption leave contact the Personnel Department to arrange a meeting to discuss the specifics of the leave as each situation presents different issues.

- G. **FAMILY MEDICAL LEAVE:** The Board agrees to the terms of the Memorandum of Agreement regarding Family and Medical Leave Act dated May 27, 1994. (reference page 44).
- H. **EMPLOYEE ASSISTANCE PROGRAM:** The district and/or individual building staffs will have the option to work with local agencies to provide various organized health-related programs in one or more of the following areas: weight loss, physical fitness, smoking cessation, and stress management. Participation in or attendance at these programs is optional. The establishment and timing of such programs will be approved and coordinated by the principal.

A joint committee will be established to study the strategies necessary for creating a district-wide comprehensive wellness program with the intent of bringing that recommendation back to the School Board and Association for approval.

**I. DISTRICT STUDENT DISCIPLINE PLAN**

1. **HANDBOOK COMMITTEE:** Association members, up to a maximum of four, shall be represented on the Handbook Committee. The Handbook Committee will meet annually. The Association will be responsible for selecting the teacher representatives.
  
2. **DISTRICT PARENT-TEACHER ADVISORY COMMITTEE:** The Board of Education will establish a Parent-Teacher Advisory Committee which will meet annually. The Board President will appoint three administrators and three parents, and other individuals as deemed necessary, to serve on the committee. The Association shall be responsible for appointing no less than one and no more than three teachers to serve on the Parent-Teacher Advisory Committee. Individuals serving on the committee are not compensated. This committee will assist in the development of student behavior policy and procedure, will recommend alternatives to student suspension and expulsion, and will provide information and recommendations to the Board. The committee reviews such issues as administering medication in the schools, reciprocal reporting between the School District and local law enforcement agencies regarding criminal offenses committed by students, student discipline, disruptive classroom behavior, school bus safety procedures, and the dissemination of student conduct information.

## ARTICLE VII SALARY/COMPENSATION

- A. **EMPLOYEE DOCKING:** Any pay deducted from the salary of a teacher will be based on a contractual teacher salary and not a combination of the teaching contract and additional stipends. The method of computing the docking will be based on 1/185th of the teacher's salary.
- B. **PAYROLL PROCEDURES:** The Board of Education and the E.E.A. agree on the 20th of each month as pay day or the last banking day prior to the 20th if the 20th comes on a non-work day. All teachers will be paid over twelve (12) months.
- C. **RETIREMENT CONTRIBUTIONS:** The Board shall withhold, on behalf of each teacher, the legally required TRS deduction from the teacher's creditable earnings to TRS. A teacher's contributions to TRS will be the teacher's responsibility and tax sheltered as permitted by law.
- D. **REIMBURSEMENT FOR USE OF PRIVATE AUTOMOBILE:** When the nature of an employee's assignment is such that he/she is required to move from one location to another after reporting to work for the day, the district will reimburse the employee for the mileage at the Internal Revenue Service-established mileage rate.
- E. **SALARY SCHEDULE CREDIT FOR APPROVED WORKSHOPS:** Credit on the salary schedule is given for in-service courses offered by the district or for courses not offered by the district but considered of great value in advancing district educational goals. Prior to registering for any non-District provided workshops that the employee plans to complete for salary schedule credit, the employee must submit information to the Superintendent or designee describing the non-District provided workshop course. The Superintendent or designee shall be vested with the sole discretion to approve and/or disapprove whether the non-District workshop qualifies for salary schedule credit. Teachers may not receive credit for any workshop/course taken during a paid workday, including personal days. Class hours for two or more workshops can be combined to attain the necessary 5-9 class hours for credit of .5 semester hours for salary purposes, provided the in-services are completed within a twelve (12) month period (September 1 – August 31). Partial credit will only be granted for workshops in excess of two (2) hours instructional time. Documentation must be submitted prior to September 1<sup>st</sup> to receive credit for that school year.

### CLOCK HOURS

### SEMESTER HOURS CREDIT FOR SALARY PURPOSE

05 - 09	0.5
10 - 19	1.0
20 - 29	1.5
30 - 39	2.0
40 - 49	2.5
50 - 59	3.0



## **F. RETIREMENT:**

### **1. THE TRS 6% RULE:**

The parties agree that an employee's available Retirement Option monies and/or Teacher Appreciation monies (or a combination of both), will be added to the employee's TRS creditable earnings in the employee's last paycheck in June in each year of the pre-retirement period to increase the employee's total TRS creditable earnings to a maximum of 6% over the employee's previous year's total TRS creditable earnings.

Any Retirement Option monies and/or Teacher Appreciation monies that are not paid to the employee because of the 6% limit, will be considered a retirement severance benefit and will be paid to the employee within ten (10) calendar days after the employee's last workday and/or receipt of his/her last paycheck, whichever comes last. This severance payment will not be treated as creditable earnings under TRS.

Failure of an employee to retire as scheduled, i.e. the employee met the criteria to rescind his/her retirement or was given permission to rescind his/her retirement, will result in the employee receiving payment only for the balance of his/her Retirement Option monies or Teacher Appreciation monies when he/she reapplies for retirement. The remaining balance will be subject to the 6% TRS creditable earnings threshold and post-employment procedures.

In the event legislation and/or administrative rules do not include Retirement Option monies or Teacher Appreciation monies in the 6% TRS penalty cap calculation, the parties agree the monies will be paid to retiring teachers in a manner to maximize creditable earnings.

### **2. RETIREMENT**

**An employee may receive benefits upon submission of a 1, 2, 3, or 4 year irrevocable notice of intent to retire.**

**To qualify, an employee must be eligible to retire with TRS, i.e. must:**

- **be at least sixty (60) years of age by December 31 of the year of retirement or must**
- **be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty-five (35) or more years of creditable service with the Illinois Teachers' Retirement System.**

**The employee must provide proof of eligibility at time of application for benefits.**

The employee must submit his/her irrevocable notice of intent to retire to The Board of Education on or before June 1 of the year preceding the payment of any benefits.

a. **Payment for unused sick days:**

The employee may turn in sick leave days for retirement benefits (maximum 200 days) at the rate of \$60 per day (\$12,000 maximum). On or before June 1 in each year of the pre-retirement period the employee must declare the number of sick leave days that he/she is turning in for a retirement benefit and the sick leave days turned in will be deducted from the employee's accumulated sick leave and will not be reportable to TRS for service credit. The monies received for these sick leave days will become retirement benefits. Pay for this retirement benefit may be received up to 3 years in advance of the employee's retirement date. However, the employee must maintain a minimum of 180 sick leave days in the last year of employment and a minimum of 360 sick leave days in the last two years of employment.

b. **Payment of Teacher Appreciation:**

An employee will be entitled to a retirement benefit based on years of District 7 service. The period of time that the retirement benefit will be paid and the amount of the retirement benefit depends on the employee's retirement notice period and will be calculated as follows:

Teacher Appreciation Benefit Calculations:

1 Year Notice:           Years of District 7 Service on the Date of Retirement X  
\$100.00.

2 Year Notice:           Years of District 7 Service on the Date of Retirement X  
\$100.00 X 2.

3 or 4 Year Notice:    Years of District 7 Service on the Date of Retirement X  
\$100.00 X 3.

Beginning during the 2021-2022 school year, any teacher currently in the retirement cycle (those who have submitted their intent to retirement letters prior to the 2021-2022 school year) or who enter the retirement cycle during this contract will be eligible for any increase in the payment of the Teacher Appreciation benefit as mutually agreed upon in this collective bargaining agreement.

**The employee may rescind his/her retirement under this option only upon the death of the employee's spouse. The Board of Education may, in its sole and absolute discretion, approve an employee's request to rescind his/her**

**retirement for reasons other than the death of the employee's spouse, but the Board's decision to deny any such request shall be final and not subject to the grievance/arbitration procedures.**

**G. SALARY AND FRINGE BENEFITS:**

1. **EXTRA PAY ITEMS:** Salary for extra pay items is computed by multiplying the Index figure by the base.
2. **ADDITIONAL WORKDAYS:** Employees scheduled to work additional workday(s) beyond the regular school year shall be compensated for each day worked at 1/185th of the employee's salary placement step amount.
  - a. FIT/GO sponsors will work ten (10) additional days after the end of the regular school year, with workdays to be worked on days mutually agreed upon between the employee and Administrator.
  - b. School psychologists will work two (2) days immediately prior to the start of the school year and will work three (3) days immediately after the end of the school year.
  - c. At the Administration's sole discretion, Nurses, Social Workers, High School Counselors, Teachers of Advanced Placement and Dual Credit and Instructional and Technology Coaches may be scheduled to work up to five (5) additional days after the end of the regular school year. Any workdays authorized by the administration will be worked on days mutually agreed upon between the employee and Administrator, and will be determined by May 1<sup>st</sup>. Additional workdays for Instructional and Technology Coaches may be implemented retroactively to the end of the 2020-2021 school year.

**3. COACHING, ACTIVITY AND EXTRA DUTY STIPENDS:**

**a. HIGH SCHOOL STIPEND SCHEDULE**

<b>0.21 A</b>	<b>0.19 B</b>	<b>0.15 C</b>	<b>0.1 D</b>
Head Football	Head Boys Golf	Assistant Boys Soccer	Yearbook Director
Head Boys' Basketball	Head Girls Golf	Assistant Girls Soccer	Yearbook Assistant
Head Girls' Basketball	Head Boys' Tennis	Assistant Field Hockey	Student Council Assistant
Head Boys' Track	Head Girls' Tennis	Assistant Boys' Volleyball	
Head Girls' Track	Head Boys' Volleyball	Assistant Girls' Volleyball	
Head Baseball	Head Girls' Volleyball	Assistant Cross Country	
Head Wrestling	Head Cross Country	Assistant Boys Tennis	
Head Boys' Soccer	Head Field Hockey	Assistant Girls Tennis	
Head Girls' Soccer	Head Boys' Swimming	Assistant Football	
Head Softball	Head Girls' Swimming	Assistant Boys' Basketball	
	Head Boys' Bowling	Assistant Girls' Basketball	
	Head Girls' Bowling	Assistant Boys' Track	
	Head Ice Hockey	Assistant Girls' Track	
	Head Dance	Assistant Wrestling	
	Head Cheerleading	Assistant Baseball	
	Student Council Director	Assistant Softball	
		Assistant Cheerleading	
		Assistant Dance	
		Assistant Boys' Golf	
		Assistant Girls' Golf	
		Head Math Team	
		Head Robotics	
		EPIC Director	
		Interact Club Director	

## HIGH SCHOOL STIPEND SCHEDULE CONT'D.

	0.04 E	0.02 F	0.01 G
<b>Fine Arts</b>			
Band (Concerts, Contests, Pep) 0.11	Prom Coordinator	Science Olympiad	After Prom Coordinator
Band (Marching) 0.10	Newspaper Sponsor	Ethics Bowl Sponsor	Spectrum Sponsor
Orchestra (Concerts, Contests) .07	Key Club	Journalism Team Sponsor	French Hon. Soc. Sponsor
Vocal Music (Concerts, Contests, Ensembles) .11	Robotics Assistant	Prom Assistant Coordinator	German Hon. Soc. Sponsor
Drama (Dir. - Musical & Play, Club, Hon. Soc.) .18	Math Team Assistant Coach	Saturday Scholars Director	Spanish Hon. Soc. Sponsor
Drama - Asst. Director .05	Debate Club Sponsor	Podcasting Club Sponsor	
Drama - Production Asst .045	Model UN	Poetry Out Loud Sponsor	
Musical - Asst. Director .045	National Honors Society Sponsor	BPA Sponsor	
Musical - Pit Director .045	Environmental Club	English Honors Society Sponsor	
Musical - Vocal Director .06	Diversity Club	Math Honors Society Sponsor	
Musical - Production Asst. .045		Filmmakers' Club Sponsor	
Productions - House Manager .06		National Art HS Sponsor	
		French Club Sponsor	
		German Club Sponsor	
		Spanish Club Sponsor	
		Tri-M Music Hon. Soc. Sponsor	
		Literary Magazine	
		Science Symposiums	
		Trap Club Sponsor	

**b. MIDDLE SCHOOL STIPENDS**

0.13 A	0.11 B	0.06 C	0.04 D	0.02 E	
8th Boys Basketball	Assistant Coach	Yearbook Sponsor	Band - Concerts	Ecology Club	
7th Boys Basketball		ACT 1 - House Mngr.	Chorus - Concerts	Young Authors	
8th Girls Basketball				Orchestra - Concerts	Spelling Bee
7th Girls Basketball				Scholar Bowl Sponsor	Geography Bee
Head Cross Country				Robotics Sponsor	Art Club Sponsor
8th Football				Fall Cheerleading	Science Activities
7th Football				Math Team	Intramurals
Head Wrestling				Show Choir	Model UN
8th Girls Volleyball				Band (Pep & Jazz)	Dance
7th Girls Volleyball				Diversity Club	Newspaper Sponsor
Boys Track & Field				FFA	FIT / GO
Girls Track & Field					
Winter Cheerleading					
Boys Volleyball					
ACT 1 - Director (Drama & Musical)					
8th Baseball					
7th Baseball					
8th Softball					
7th Softball					
Field Hockey					

<b>c. ELEMENTARY LEVEL STIPENDS</b>	
Elementary music teachers	0.02
District Initiatives: Young Authors, Learning/Science Fair	.03 per building
<b>In addition to the District Initiatives, each building will receive a stipend based on the 6th day student enrollment</b>	
Fewer than 200	0.07
200 - 399	0.09
400 - 599	0.11
600 or higher	0.13

<b>d. DISTRICT LEVEL STIPENDS</b>	
Sub teaching	0.0006
Curriculum & instructional development	0.0006
Professional development: planning and presenting	0.0009
Driving - Behind the Wheel	0.0007
Driving - Director/Summer Coordinator	0.11
Yearbook Directors	1 hour release
HS Dept. Chairs	0.12
Homebound	0.0009
Summer school	0.0009
Head nurse	0.1
Fan bus chaperones	\$50 (within 100 miles) or \$100 (over 100 miles)
Ticket takers	\$30.00/event
Scorer, announcer, chain gang, timer, camera, line judge, referees	*Paid by duration: 0 up to 3 hours \$60 3+ up to 6 hours \$120 6+ hours \$180

**4. STIPENDS:**

- a. If circumstances exist because of a lack of interest or not having a qualified coaching and/or teaching applicant, or because of the elimination of a program, the extra pay stipend will not be paid for that position.
- b. When a new position is created or an existing position is changed, the stipend review committee will convene to determine its position on the stipend schedule.

**5. STIPEND REVIEW COMMITTEE:** A joint committee of the Board and the Association will be formed to review the current extra pay and extra duty stipend schedule. The committee will be comprised of three (3) members of the Edwardsville Education Association appointed by the Edwardsville Education Association and (2) Board representatives. The committee shall meet annually or more frequently at the request of either party to study and make recommendations to the Superintendent. All stipend recommendations should begin at the principal's level.

**6. PROFESSIONAL GROWTH:** In order to promote professional growth a teacher will receive reimbursement for appropriate expenses incurred at professional seminars or conventions, subject to the prior approval of the building administrator.

**ARTICLE VIII      LENGTH OF AGREEMENT**

This agreement shall constitute a successor collective bargaining agreement and shall be binding upon the parties hereto and shall be in full force and effect commencing on the first day of the 2021 - 2022 school year and shall continue in effect for two years: the 2021 – 2022 and 2022-2023 school years.

Signed by the negotiators on \_\_\_\_\_

This agreement is signed and adopted

In witness thereof for the:

EDWARDSVILLE EDUCATION  
ASSOCIATION

BOARD OF EDUCATION

\_\_\_\_\_  
(President or designee)                      (Date)

\_\_\_\_\_  
(President or designee)                      (Date)

\_\_\_\_\_  
(President or designee)                      (Date)

\_\_\_\_\_  
(Secretary or designee)                      (Date)



## COMMITMENTS

- A. **SUBSTITUTES:** Understanding the District's problems acquiring substitute teachers on Mondays and Fridays, we encourage the teaching staff to avoid taking personal days and the administrative staff to limit staff development and in-service activities on those days when possible.
- B. **STUDENT DAY:** We are committed to explore and/or promote adequate planning time for teachers and at the same time increase instructional time for students.
- C. **STUDENT CONTROL:** Supervision and a safe and orderly environment is a shared responsibility.
- D. **PLANNING:** Planning for school improvement and curricular change is a shared responsibility of all components of the educational team. The educational team will work cooperatively with regards to any waiver request.
- E. **NOTIFICATION OF CERTIFICATION:** We would like all staff members to fully disclose their certifications so that effective planning can take place.
- F. **BUILDING SECURITY:** We will form a committee to study the development of a system of communication between staff members and the administrative office in all buildings.
- G. **SPECIALIST TIME:** Prior to the start of the school year, the Assistant Superintendent will invite all K-5 specialists to a meeting to discuss any concerns or issues for the coming year.
- H. **INCLUSION/CASE MANAGEMENT:** The Board will make every reasonable effort to achieve the following:
  - 1. All case managers will receive a tentative list of their caseloads prior to the start of the school year and an updated list as soon as reasonably possible after the start of the school year and
  - 2. Procedural changes regarding paperwork, meetings, or case manager responsibilities will be provided reasonably in advance of implementation; and
  - 3. Case managers will receive a tentative calendar of dates and deadlines for paperwork and meetings (Special Education Calendar) prior to the beginning of the school year.
- I. **ADDITIONAL NON-INSTRUCTIONAL ASSIGNMENTS:** Whenever possible, building administrators and special education teachers will work together to arrange schedules that will provide unassigned preparation time for special education teachers.

**FAMILY MEDICAL LEAVE ACT  
MEMORANDUM OF AGREEMENT**

The Board and the Association agree to the following with respect to the Family and Medical Leave Act (FLMA):

1. The Board agrees to comply with the FMLA.
2. Board policy will be written so that:
  - 12-week eligibility for those teachers employed for 50% time or more will begin on the first day such leave is taken and continue for 12 months thereafter;
  - Employees can choose to use or not use FMLA and/or contractual leave provisions;
  - Spouses will each have twelve weeks;
  - Intermittent leave will be handled as per FMLA;
  - Leaves, vocations and seniority will accrue during leave;
  - 30 days notice for the leave will be required when practicable;
  - The beginning and ending dates of the leave will be determined by the employee's physician;
  - The Board may require physician verification second opinion at Board expense;
  - If not replaced by a substitute, then the employee will be brought back to the same or similar position.

Signed by the Board and the Association on May 27, 1994.

## **JOINT APPRENTICESHIP MEMORANDUM OF AGREEMENT**

This document sets forth a limited subcontracting agreement between the Edwardsville CUSD7 school board and the Edwardsville Education Association, IEA-NEA in the matter of the Illinois Laborers' & Contractors' Joint Apprenticeship & Training Trust Fund (Training Program).

- Participation in the Illinois Laborers and Contractors' Joint Apprenticeship and Training Trust Fund (Training Program) shall be approved by the Edwardsville CUSD school board on July 15, 2019.
- The part-time faculty hired to teach in this program shall be employed by the Illinois Laborers and Contractors Joint Apprenticeship and Training Trust Fund. The importance and role of the local union and labor movement shall be incorporated into the curriculum.
- The Association and the School Board waive the negotiated posting of vacancy requirement for teaching positions involved in this program.
- The individuals hired as part time teachers for this program will possess, at minimum either an Illinois Professional Educator License (PEL) or a Career and Technical Educator's license (CTE).
- The school district principals or administrative designees with administrative credentials shall review assigned grades contributed by the part time faculty before they are transferred in as the student's final grade record.
- The district principals or administrative designees with teaching credentials will monitor the program's curriculum to assure that the Illinois State Standards are met.
- Up to 18 of the 7531 district students will be admitted to the program each year.
- Classes successfully completed by admitted students will be eligible for school district and community college credit.
- The training program will have an advisory board established by the participating school districts. An Edwardsville Education Association bargaining unit member will be represented on the Advisory Board of this training program.
- This limited MOA will be in effect upon the signature of the parties and remain in effect through June 30, 2020. Thereafter, the Agreement shall automatically renew each fiscal year beginning on July 1st. Either party may terminate this Agreement with 60 days written notice.

Signed by the Board and the Association on August 26, 2019.

## **SALARY 2021 – 2023**

### **2021-2022 School Year:**

- 3.5% Increase on the Base Salary
- Salary Schedule will be compressed and altered \*see attached schedule\*
- One step movement for experience credit for eligible employees and full lane movement for education credit for eligible employees.
- New Base Salary: \$40,862

### **2022-2023 School Year:**

- 3.0% Increase on the Base Salary
- Salary Schedule will be compressed and altered \*see attached schedule\*
- One step movement for experience credit for eligible employees and full lane movement for education credit for eligible employees.
- New Base Salary: \$42,088

		40,862 Base Salary for 2021-2022 School Year											
		BS		BS+8		BS+16		M		M+16		M+32	
	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS	
1	1.00	40,862	1.03	42,088	1.06	43,314	1.10	44,948	1.13	46,174	1.17	47,808	
2	1.04	42,496	1.07	43,722	1.10	44,948	1.14	46,582	1.17	47,808	1.21	49,443	
3	1.08	44,131	1.11	45,357	1.14	46,582	1.18	48,217	1.21	49,443	1.25	51,077	
4	1.12	45,765	1.15	46,991	1.18	48,217	1.22	49,851	1.25	51,077	1.29	52,712	
5	1.16	47,400	1.19	48,626	1.22	49,851	1.26	51,486	1.29	52,712	1.33	54,346	
6	1.19	48,626	1.22	49,851	1.26	51,486	1.30	53,120	1.33	54,346	1.37	55,981	
7	1.22	49,851	1.25	51,077	1.30	53,120	1.34	54,755	1.37	55,981	1.41	57,615	
8	1.25	51,077	1.28	52,303	1.34	54,755	1.38	56,389	1.41	57,615	1.45	59,250	
9	1.28	52,303	1.31	53,529	1.38	56,389	1.42	58,024	1.45	59,250	1.49	60,884	
10	1.31	53,529	1.34	54,755	1.42	58,024	1.46	59,658	1.49	60,884	1.53	62,519	
11	1.34	54,755	1.37	55,981	1.45	59,250	1.50	61,293	1.53	62,519	1.57	64,153	
12	1.37	55,981	1.40	57,207	1.48	60,475	1.54	62,927	1.57	64,153	1.61	65,787	
13	1.40	57,207	1.43	58,432	1.51	61,701	1.58	64,562	1.61	65,787	1.65	67,422	
14	1.43	58,432	1.46	59,658	1.54	62,927	1.62	66,196	1.65	67,422	1.69	69,056	
15	1.46	59,658	1.49	60,884	1.57	64,153	1.66	67,831	1.69	69,056	1.73	70,691	
16					1.60	65,379	1.69	69,056	1.73	70,691	1.77	72,325	
17					1.63	66,605	1.72	70,282	1.77	72,325	1.81	73,960	
18					1.66	67,831	1.75	71,508	1.81	73,960	1.85	75,594	
19							1.78	72,734	1.85	75,594	1.89	77,229	
20							1.81	73,960	1.89	77,229	1.93	78,863	
21							1.84	75,186	1.92	78,455	1.97	80,498	
22							1.87	76,412	1.95	79,681	2.01	82,132	
23							1.91	78,046	1.98	80,906	2.05	83,767	
26							1.94	79,272	2.00	81,724	2.07	84,584	
29							1.97	80,498	2.03	82,949	2.09	85,401	

42,088		Base Salary for 2022-2023 School Year										
	BS		BS+8		BS+16		M		M+16		M+32	
	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS	MULT	W/TRS
1	1.00	42,088	1.03	43,350	1.06	44,613	1.10	46,296	1.13	47,559	1.17	49,243
2	1.04	43,771	1.07	45,034	1.10	46,296	1.14	47,980	1.17	49,243	1.21	50,926
3	1.08	45,455	1.11	46,717	1.14	47,980	1.18	49,663	1.21	50,926	1.25	52,610
4	1.12	47,138	1.15	48,401	1.18	49,663	1.22	51,347	1.25	52,610	1.29	54,293
5	1.16	48,822	1.19	50,084	1.22	51,347	1.26	53,030	1.29	54,293	1.33	55,977
6	1.19	50,084	1.22	51,347	1.26	53,030	1.30	54,714	1.33	55,977	1.37	57,660
7	1.22	51,347	1.25	52,610	1.30	54,714	1.34	56,397	1.37	57,660	1.41	59,344
8	1.25	52,610	1.28	53,872	1.34	56,397	1.38	58,081	1.41	59,344	1.45	61,027
9	1.28	53,872	1.31	55,135	1.38	58,081	1.42	59,764	1.45	61,027	1.49	62,711
10	1.31	55,135	1.34	56,397	1.42	59,764	1.46	61,448	1.49	62,711	1.53	64,394
11	1.34	56,397	1.37	57,660	1.45	61,027	1.50	63,131	1.53	64,394	1.57	66,078
12	1.37	57,660	1.40	58,923	1.48	62,290	1.54	64,815	1.57	66,078	1.61	67,761
13	1.40	58,923	1.43	60,185	1.51	63,552	1.58	66,498	1.61	67,761	1.65	69,445
14	1.43	60,185	1.46	61,448	1.54	64,815	1.62	68,182	1.65	69,445	1.69	71,128
15	1.46	61,448	1.49	62,711	1.57	66,078	1.66	69,866	1.69	71,128	1.73	72,812
16	1.49	62,711	1.52	63,973	1.60	67,340	1.69	71,128	1.73	72,812	1.77	74,495
17					1.63	68,603	1.72	72,391	1.77	74,495	1.81	76,179
18					1.66	69,866	1.75	73,653	1.81	76,179	1.85	77,862
19					1.69	71,128	1.78	74,916	1.85	77,862	1.89	79,546
20							1.81	76,179	1.89	79,546	1.93	81,229
21							1.84	77,441	1.92	80,808	1.97	82,913
22							1.87	78,704	1.95	82,071	2.01	84,596
23							1.91	80,387	1.98	83,334	2.05	86,280
25							1.94	81,650	2.00	84,175	2.07	87,121
27							1.97	82,913	2.03	85,438	2.09	87,963