

**COLLECTIVE BARGAINING AGREEMENT**

Between the

**CHADWICK-MILLEDGEVILLE COMMUNITY UNIT SCHOOL DISTRICT #399**

And the

**CHADWICK-MILLEDGEVILLE COMMUNITY UNIT SCHOOL DISTRICT #399  
EDUCATION ASSOCIATION**

2011-12 through 2013-14 School Years

RATIFIED: \_\_\_\_\_

CORRECTED: \_\_\_\_\_

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	RECOGNITION	3
II	NEGOTIATION PROCEDURES	3
III	EMPLOYEE AND ASSOCIATION RIGHTS	3-4
IV	EMPLOYMENT CONDITIONS	4-5
V	EMPLOYEE EVALUATION	5-6
VI	EMPLOYEE TERMINATION AND TRANSFER	6
VII	EMPLOYEE COMPENSATION AND FRINGE BENEFITS	6-8
VIII	LEAVES and RETIREMENT	8-10
IX	GRIEVANCE PROCEDURE	11-12
X	EFFECT OF AGREEMENT	13
XI	DURATION AND ACCEPTANCE OF AGREEMENT	13
APPENDIX A-C	2010-11 SALARY SCHEDULES	14-16
APPENDIX D	EXTRA-CURRICULAR DIFFERENTIALS	17-18

## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Board of Education of Chadwick-Milledgeville Community Unit School District #399 hereinafter referred to as the “Board” or “District” recognizes the Chadwick-Milledgeville Community Unit School District #399 Education Association, hereinafter referred to as the “Association” affiliated with the Illinois Education Association (IEA) and the National Education Association (NEA), as the exclusive representative of the full-time and regularly employed part-time certified classroom teaching personnel hereinafter referred to as “teachers,” “staff members” or “employees.” The bargaining unit expressly excludes the following personnel: Superintendent, Assistant Superintendents, business managers, principals, assistant principals, temporary teachers such as substitute teachers, and teacher’s aides.

## **ARTICLE II**

### **NEGOTIATION PROCEDURES**

- 2.1 Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to wages, hours, and terms and conditions of employment.
- 2.2 The parties shall commence bargaining for a successor agreement no earlier than January 30 and no later than May 1, in the year during which the contract expires.
- 2.3 Copies of this agreement shall be printed and presented to each teacher. The costs of printing shall be shared by the Association and the Board.

## **ARTICLE II**

### **EMPLOYEE AND ASSOCIATION RIGHTS**

- 3.1 Personnel Files: Each teacher shall have the right, upon request, to review the contents of his/her personnel file (except closed credentials) and to place therein written reactions to any of its contents. Such review of the personnel file shall occur during regular business hours, and during a time where the teacher is not otherwise assigned and in a manner which shall not interfere with the operation of the personnel office or of the school district. No item in the personnel file shall be removed therefrom without the consent of the Superintendent or designee.
- 3.2 Fair Share Agreement: Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay the fair share fee to the Association equivalent to 100% of local, state, and national dues. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

- 3.3 Dues Deduction: The Board shall deduct from each teacher's pay the dues of the Association and of its affiliated organizations, provided the teacher has previously executed an authorization for such deductions or falls within the requirements of Section 3.2 of this Agreement, and provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. All dues authorizations shall be effective upon receipt by the Board. All dues deducted by the Board shall be remitted to the Association no later than thirty (30) calendar days after such deductions are made or if fair share deductions under Section 3.2 then ten (10) days, provided the Association shall, in accepting such dues, agree to defend and hold harmless the Board or its members, agents and employees for all actions pursuant to this section, provided the Board shall have complied there with.
- 3.4 Non-Discrimination: The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of that employee's membership in the Association, participation in negotiations with the Board or the institution of any grievance, complaint or proceeding under this Agreement.
- 3.5 Curriculum Advisory Committee: As curriculum is reviewed/changed, a Curriculum Advisory Committee shall provide the Board with input. The Curriculum Advisory Committee shall be made up of members of the Board, Administration, and Faculty, with the faculty having input regarding teachers who will serve on the Committee. The Advisory Committee will serve in an advisory capacity only, on the courses of study in the school, and its advice shall in no way be considered binding on decisions made by the Board. The Board shall bear the sole responsibility of calling the Curriculum Advisory Committee into action.

## ARTICLE IV

### EMPLOYMENT CONDITIONS

- 4.1 Elementary teachers, and teachers of both elementary and grades 6-12, shall be provided with an average of one thirty (30) minute period each day for preparation and planning. Teachers who are working with exclusively grades 6 through 12 will be given one duty free preparation period per day.
- 4.2 Each teacher shall be provided daily with a duty-free lunch period equal to that of the students, but in no case shall that be less than thirty (30) minutes in length.
- 4.3 The association president shall be notified of any adopted changes in board policy regarding assignments or reduction in force. A teacher shall be given notice of any changes in his course or teaching assignment for the forthcoming year no later than sixty (60) days preceding the first day of the new school year. In order to accommodate this early notice, the schedule for the forthcoming year shall be completed and made available to the teacher no later than sixty (60) days prior to the start of the school year. In the event changes in such assignments are necessary after the sixty (60) day deadline is past, the affected teacher shall be promptly notified and consulted. Attempt shall be made to satisfy concerns of the teacher and building administrator, but the final decision on assignment shall be by District Administration. In the event that a teacher whose assignment has been changed is dissatisfied with the assignment, that teacher shall be allowed to resign from employment with the District.

- 4.4 Teachers in grades six (6) through twelve (12) exclusively, who are assigned more than five (5) different preparations in their daily teaching schedule, will be paid for additional preparations. Compensation for a class overload shall be calculated at 1/8<sup>th</sup> of the individual's contracted salary per class period per semester, regardless of class enrollment. This article will not cover special education staff.
- 4.5 The board recognizes that the special education instruction is individualized and therefore may have several preparations within one period. If a special education teacher has a caseload of more than twenty (20) students, the special education teacher will be given a \$250.00 stipend. If a special education teacher has a caseload of more than twelve (12) students including one instructional student (more than 50% of the school day) the teacher will receive a \$250 stipend or will be given an instructional aide to assist with instruction, decided by the board.
- 4.6 Certified teaching personnel employed by and under contract to the District #399 Board of Education, and whose services may be subcontracted to other school districts, will be required to teach and perform duties for only those days as established by District #399 school calendar.
- 4.7 Any teacher who is required to teach and perform duties in excess of those days established by the District #399 calendar shall, after having worked 180 days, be reimbursed at a rate of 1/180 for each full day (prorated for a portion of a full day) so required to work.

## **ARTICLE V**

### **EMPLOYEE EVALUATION**

- 5.1 Every effort shall be made to formally evaluate the performance of regular full-time first, second third and fourth year teachers at least twice during the school year. Each teacher in contractual continued service will be evaluated formally a minimum of once in the course of every two school years, although a reasonable effort shall be made to formally evaluate tenured teachers at least once each school year.
- 5.2 Within thirty (30) teacher employment days after the beginning of each school year, the building principal or designee shall acquaint each teacher under his/her supervision with evaluation procedures and instruments, provided this section shall not be applicable to teachers who have previously been advised of such procedures and instruments which have not been substantially altered in the interim. Where a teacher is employed subsequent to the beginning of the school term, such acquaintance shall normally occur within thirty (30) days of such employment. No formal evaluation conference shall take place until such acquaintance has occurred.
- 5.3 Each formal written evaluation shall include an in-class observation of the teacher's performance. Such observations shall be of the length of the class period or the length of the lesson for that teacher.
- 5.4 Within ten (10) teacher employment days following each formal observation the evaluator shall have a post-observation meeting with the teacher to discuss the observation. After the final post-conference the evaluation form will be completed by the evaluator, discussed with the teacher, signed by the teacher and evaluator, and a copy of such evaluation given to the teacher and

thereafter a copy of such evaluation placed in the teacher's personnel file. The teacher shall acknowledge receipt of such copy.

- 5.5 A new evaluation instrument and procedure will be developed and implemented as soon as practical after the ISBE finalizes the new teacher evaluation guidelines.

## ARTICLE VI

### **EMPLOYEE TERMINATION AND TRANSFER**

- 6.1 Reduction in Force: Termination of teacher(s) due to reduction in force will be conducted according to provisions in the School Code.

- 6.2 Involuntary Transfer:

Definition. Involuntary transfer shall be defined as a physical relocation of a teacher due to reduction in force or instructional requirements which was not initiated by the teacher.

Prior to the involuntary transfer of any teacher, the Board shall consider any volunteers for the position in question.

The following exceptions will be observed:

- A. In individual cases, where a teacher is the only teacher who is certified and/or qualified to teach an existing program.
- B. Teachers shall not be assigned outside the scope of their teacher certificates except with the prior approval of the teacher so affected.

## ARTICLE VII

### **EMPLOYEE COMPENSATION AND FRINGE BENEFITS**

- 7.1 All newly hired teachers effective with the start of the 2011-2012 school year will be subject to the following requirements for advancement on the salary schedule. Graduate course credit granted toward advancement on the salary schedule shall be limited to coursework in a pre-approved MA/MS accredited program that is directly related to improving the teacher's competencies in the classroom/district. If the teacher already holds an MA/MS degree, the courses must be pre-approved and also be directly related to improving the teacher's competencies in the classroom/district. Those hired prior to 2011-2012 contract year are excluded from this provision.
- 7.2 The Salary Schedules and Extra Curricular Differentials are set forth in Appendices A, B, C, and D, attached hereto.
- 7.3 Pay Days Specified: Employees will be paid twenty-six (26) times per year with paychecks issued every other Friday.

- 7.4 Substitutes: Any teacher who voluntarily takes a class for another teacher, with approval of the administration, will, upon completion of a substitute teacher form, be reimbursed at a rate per class period set by the Board. This rate will be \$25 per 40-45 minute class period. The pay for periods less than 40 minutes will be prorated.
- 7.5 Insurance: The Board agrees to pay the amount of single coverage for health and dental insurance for full-time employees. For part-time employees, the Board will pay the proportional share of the single coverage as per the percentage of time employed, i.e., one-half (1/2) time – 50% of the single coverage premium. Coverage will remain the same for the 2011-2012 contract year with no employee contribution. Starting with the 2012-2013 contract year, the board will pay up to +5% increase for single coverage for health and dental insurance for full-time employees with the employee paying the next +5% increase and the board and employee splitting any additional increase in cost (capped at a maximum total employee contribution of \$520 for the contract year). In the 2013-2014 contract year, the board will pay up to +5% increase for single coverage for health and dental insurance for full-time employees with the employee paying the next +5% and the board and employee splitting any additional increase in cost (capped at a maximum total employee contribution of an additional \$520 for the contract year). To calculate the actual overall percentage increase for insurance, the cost of the single coverage premium PLUS the actual deductible paid by the district, will be totaled at the end of the contract year. The total percentage increase will then be calculated and adjustments will be made for the following year. An insurance committee, with at least 3 teacher participants, will serve to evaluate insurance deductibles, premiums and employee contributions on a yearly basis. For part-time employees, the Board will pay the proportional share of the single coverage as per the percentage of time employed, i.e., one-half (1/2) time – 50% of single coverage premium.
- 7.6 The Board shall make the final decision as to the policy of the health and dental insurance coverage. The Association will be solicited for input on any changes to the Plan from the initial discussion until the Board's final decision. The master insurance plan documents will be made available to the Association.
- 7.7 Full & part-time teachers wanting insurance coverage for dependent(s) will pay the full cost for such coverage through authorized payroll deduction.
- 7.8 Full & part-time teachers who work a full school year, shall be entitled to twelve months of insurance coverage.
- 7.9 Pension Payment: In addition to the salary paid according to the Salary Schedules, the Board shall pay the 9.4% employee portion of TRS pension for all teachers to the Teachers' Retirement System (actually reflects +10.3753% of salary schedule amount). The Board will also pay .5% of the teachers' portion contribution to the Teachers' Retirement System for the purpose of the Teachers' Health Insurance Security Fund (THIS).
- 7.10 Mileage Reimbursement: Any teacher who uses his or her personal automobile on school business, with approval by the Superintendent or his designee, shall be reimbursed by the Board at the then current IRS rate. Such mileage reimbursement shall not include travel to or from the teacher's home to the school to which he/she is assigned but shall only be calculated on the mileage to travel from one school to another for required academic duties during the normal teacher day.

- 7.11 Extra-Curricular Passes: Teachers will be issued two passes for all home athletic activities excluding tournaments and play-offs. The passes will be for the teacher's and their guest/spouse's personal use only.
- 7.12 Graduate Court Reimbursement: A \$100 per graduate credit reimbursement will be paid for courses successfully completed with a grade of "C" or better in pursuit of a district pre-approved MA/MS accredited program that is directly related to improving the teacher's competencies in the classroom/district.
- 7.13 New teacher orientation: New teachers are eligible for a \$200 per day stipend (maximum of 5 days) for participation in the district new teacher orientation program.

## **ARTICLE VIII**

### **LEAVES and RETIREMENT**

- 8.1 Sick Leave: A teacher will be allowed ten (10) days per year accumulative to 360 days. Sick leave shall be interpreted to mean personal illness or serious illness in the immediate family or household. A teacher may use one sick day per school year as bereavement leave for any person not defined as "family" in the bereavement policy. The term "immediate family" is defined as parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, step-parents, step-children, or legal guardian. All other allowable interpretations shall be presented to the Superintendent for consideration.
- 8.2 Personal Leave: Each teacher shall be entitled to two (2) days of personal business leave without loss of pay for matters which cannot be handled during non-school days or hours. Unused personal leave days will be added to the accumulative sick leave at the end of each school year. Such leave shall not be taken during the first five (5) or last five (5) teacher employment days, the day immediately preceding or the day following a school vacation or holiday, provided this restriction shall not apply to recognized religious holidays of the teacher's faith, or an emergency which may be approved by the Superintendent. Exceptions to the above and past practices shall not be interpreted as establishing new guidelines for the future. Personal business leave shall not be available during a work stoppage of any kind, or when such absence may impair the quality of classroom instruction as determined by the Board or its designee. Requests for such leave shall be submitted in writing to the Superintendent or designee a minimum of five (5) days prior to the departure day.
- 8.3 Use of Sick/Personal Leave: Teachers who utilize less than a full day of sick or personal leave will be charged in increments of ¼ or ½ day.
- 8.4 Professional Leave: The Superintendent may approve a teacher's absence without loss of salary for purposes of professional growth. Requests for such leave shall be submitted in writing to the Superintendent or designee a minimum of five (5) employment days prior to the departure date. Each teacher will normally be allowed a maximum of two (2) days per year.
- 8.5 Teachers with approved leave as provided herein shall be reimbursed at a maximum of \$300.00 per year for attendance at conferences or workshops. Subject to approval of the Superintendent,

the \$300 maximum per year may be increased in individual cases when specific grant monies are available. Reimbursable expenses shall mean registration fee, mileage, lodging and meals. Payment is to be made on submitted receipts of expenditures incurred by the teacher. If a teacher attends a workshop where a separate fee is to be paid for college credit, the teacher will be responsible for the tuition fee and the school will pay for the workshop. The teacher will be allowed to use a professional day to attend the workshop.

- 8.6 Leave of Absence: The Board may grant a leave of absence without pay for a purpose deemed appropriate and beneficial to the District. Such leave may be conditioned in such a manner as the Board may elect. The granting and withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such teacher, or any other teacher or employee. As a condition precedent to any unpaid leave of absence, the teacher shall agree to waive any claim to unemployment compensation during the period of such leave of absence or any recess or vacation period immediately preceding or succeeding such leave.
- 8.7 Union leave days: The CMEA will have two excused “Union Association Days” made available for an employee (selected by the CMEA membership) as representation at IEA/NEA sponsored Union events. This will allow one representative per year to attend two days of training without the use of individual personal days. The CMEA will forward payment from the Union Treasury to pay for classroom substitute fees.
- 8.8 Retirement and Resignation: Tenured teachers may resign at any time by obtaining concurrence of the Board or by written notice sent to the Secretary of the Board at least thirty (30) days before the intended date of resignation. The letter shall include a statement of the teacher’s reason for terminating employment.

No tenured teacher may resign during the school year in order to accept another teaching position without agreement of the Board.

Probationary teachers under contract may terminate their service during the period of the contract only with agreement of the Board.

Early Retirement Incentive shall be available to any teacher (i) who has completed 12 or more years of certified teaching service in this District; (ii) whose retirement will not require the District to pay any ERO or other retirement penalty; (iii) who within the current or next year of teaching service is or will become eligible to receive a retirement annuity without discount from the Teachers Retirement System of the State of Illinois (TRS); and (iv) who retires no later than the end of the third year after which he or she first gains eligibility under the terms of this Early Retirement Incentive. To select such Early Retirement Incentive, the teacher must submit to the Board an irrevocable written notice of intent to retire and resignation no later than August 1<sup>st</sup>, of the second calendar year prior to the designated final year of teaching and provide written proof from the TRS that said retirement will not result in any penalty. During the final teaching year, teachers receiving the Early Retirement Incentive will be paid according to the salary schedule for the current school year. The balance of the Local Early Retirement Incentive will be paid in the last pay period in June, following the school term of the year of retirement.

Providing timely notice is given as required in the preceding paragraph, the District will increase the teacher’s salary in each of the final years (one, two, or three years), of service by an

aggregate amount of 6% for each said year. Increases shall only be paid for those years remaining on the teachers' window of eligibility, as specified in the preceding paragraph. A teacher may be eligible and elect either a three, two, or one year Early Retirement Incentive based on the timing of notice and their window of eligibility. The 6% increase shall be in lieu of all other salary increases. If the said total salary for the next-to-last year, prior to receiving this incentive, includes compensation for extra-curricular duties performed during the year prior to the notice required to elect this incentive, then it is understood and agreed that the teacher will accept those same duties during the final year(s) of service if requested by the Board. In the event that the teacher does not perform such duties for any reason, the Early Retirement Incentive salary will be reduced by the amount paid in salary for such extra-curricular activity, including TRS, during the previous year.

During the final year, the administration and retiring teacher will discuss the terms of the Local Early Retirement Incentive as it may affect the retiring teacher.

The District's Early Retirement Incentive is based on reliance on the teacher's expressed declaration to retire. Such retirement notice shall be final and irrevocable unless both the teacher and the Board agree to withdraw and cancel the retirement notice. In the event the teacher has received the retirement incentive pay and returns to teaching service, he or she shall repay such incentive pay and any TRS paid on said amount, to the District within the following teaching year.

To be eligible for this Early Retirement Incentive, such teacher must retire no later than August 1<sup>st</sup> at the end of the third school year after which he or she first gains eligibility. Failure to retire by August 1<sup>st</sup> at the close of the third year after which he or she first becomes eligible will forever foreclose the teacher from the benefits of this Early Retirement Incentive for the remainder of the teacher's employment with the District. Eligibility will occur only once. For example, teachers who became eligible during the 2007-2008 school year may retire and qualify for the 6% incentive providing they submit notice of intent to retire is submitted by July 30, 2007. The teacher would then receive a 6% aggregate salary increase for the 2007-2008; 2008-2009; and 2009-2010 school years. A teacher who has two years left between the date on which they first became eligible and the three year retirement window may give similar notice. The teacher would then receive a 6% increase in each of the two years remaining. Under no circumstances will a teacher receive more than three years of the 6% increase provided by this incentive. In addition, under no circumstances may a teacher elect additional new extra-curricular assignments to bolster compensation above the maximum aggregate increase permitted by the 6% increase under the LERO.

This Early Retirement Incentive shall only be available if the retiring teacher does not elect and receive an "additional new statutory retirement plan" which is unforeseen at the date of this contract. In the event that the current Early Retirement Incentive option is substantially modified or deleted by legislation, to the substantial financial detriment of the teacher, and the retiring teacher has previously given the Board a written notice of retirement under the ERO option, the teacher will be allowed to withdraw his or her resignation previously given and elect the Retirement Incentive benefits otherwise available under this contract.

Alternatively, the Board may offer individual retirement incentive programs to teachers. Such retirement incentives shall be negotiated on an individual basis with the retiring teacher, a representative from the Association, and the Board. Such retirement agreements will be

individually created to the mutual benefit of the Board and the retiring teacher shall not constitute precedent for other retirements, and such precedent shall not be grievable or subject to arbitration by the parties, the Association or other teachers.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

- 9.1 Definition. A grievance is any claim by the Association or a teacher that there has been a violation, misapplication, or misinterpretation of the express terms of this Agreement.

“Days” shall be defined as any school day or any day on which the school business office is open.

- 9.2 The parties hereto acknowledge that it is usually most desirable for an employee and the employee’s immediately involved supervisor and/or Superintendent to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

#### **STEP 1**

The teacher or teachers may present the grievance to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. (Such grievance shall be in writing and signed by the aggrieved employee. It shall state the article, section and clause allegedly violated and the precise remedy sought.) It shall be submitted within ten (10) days of the occurrence of the grievance or within the ten (10) days of when such occurrence might reasonably have been ascertained. If the grievance is not submitted within such 10 days it shall be considered waived. The grievant may be accompanied to such meeting by an association representative. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor’s written response, including the reasons for the decision.

If the grievance is not resolved at Step 1, then the teacher or the Association may refer the grievance to the Superintendent or designee within ten (10) days after the receipt of the Step 1 answer.

#### **STEP 2**

The Superintendent or designee shall arrange with the teacher’s designated representative for a meeting to take place within ten (10) days of receipt of the appeal. Within 10 days of the meeting the teacher shall be provided with the written response of the superintendent or designee, including the reasons for the decision. If the teacher’s designated representative is not the Association, then the Association may have a representative present at the meeting.

If the teacher or the Association is not satisfied with the disposition of the grievance at Step 2 or where the time limits expire without the issuance of the Superintendent’s written reply, the Association may submit grievance to Step 3.

#### **STEP 3**

The School Board. The Board of Education or its designee shall arrange with the teacher's designated representative for a meeting to take place within ten (10) days of receipt of the appeal. Within 10 days of the meeting the teacher shall be provided with the written response of the Board or designee, including the reasons for the decision. If the teacher's designated representative is not the Association, then the Association may have a representative present at the meeting.

If the teacher or the Association is not satisfied with the disposition of the grievance at Step 3, The American Arbitration Association shall act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

Each party shall have the right to present in the arbitration hearing such witnesses and documents as deemed necessary to develop facts pertinent to the grievance. The arbitrator shall consider and decide only the specific issue submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this agreement to the facts of the grievance submitted.

- 9.2 If the Association and Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.
- 9.3 Association Participation – Employee not Represented – When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.
- 9.4 No Reprisals Clause – No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.
- 9.5 If an employee is required by the Board to be involved in the processing of the grievance during school hours, he/she shall be excused for such purposes without loss of pay.
- 9.6 Filing of Materials – All records related to a grievance shall be filed separately from the personnel files of the employees.
- 9.7 Grievance Withdrawal – A grievance may be withdrawn at any level without establishing precedent and if withdrawn shall be treated as though never having been filed.
- 9.8 If either party requests a transcript of the proceedings, said party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Association.
- 9.9 The grievant is allowed representation of his choosing at any step in the process after the Informal Procedure.
- 9.10 The time limit specified in this procedure may be extended one (1) time in any specific instance by mutual agreements in writing.

9.11 The failure of the employee or Association to act within the time limits set forth shall preclude further appeal of the grievance. If the administration or Board fails to meet the time limits, the requested remedy shall be awarded.

**ARTICLE X**

**EFFECT OF AGREEMENT**

- 10.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.
- 10.2 Should any Article, Section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining such Articles, Sections and clauses shall remain in full force and effect to the extent that such Articles, Sections, and clauses are consistent with the opinion of the court.
- 10.3 The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by the law, limited only by the lawful provisions of this Agreement.
- 10.4 The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike.

**ARTICLE XI**

**DURATION AND ACCEPTANCE OF AGREEMENT**

The language, salary schedules and extra-curricular differentials under this contract will be in effect from August \_\_\_\_\_, 2011 through the day before the first day of the 2014-2015 school year.

This contract between the parties is attested to by the representatives whose signatures appear below.

FOR THE BOARD

FOR THE ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A: 2011-2012**

YRS. EXP.	B.A.	8	16	24	MA	8	16	24	32
BEGIN 1	28,458	29,596	30,735	31,873	33,011	34,150	35,288	36,426	37,565
BEGIN 2	29,596	30,735	31,873	33,011	34,150	35,288	36,426	37,565	38,703
BEGIN 3	30,735	31,873	33,011	34,150	35,288	36,426	37,565	38,703	39,841
BEGIN 4	31,873	33,011	34,150	35,288	36,426	37,565	38,703	39,841	40,980
BEGIN 5	33,011	34,150	35,430	36,569	37,707	38,845	39,983	41,122	42,260
BEGIN 6	34,150	35,288	36,569	37,707	38,845	39,983	41,122	42,260	43,398
BEGIN 7	35,288	36,426	37,707	38,845	39,983	41,122	42,260	43,398	44,537
BEGIN 8	36,426	37,565	38,845	39,983	41,122	42,260	43,398	44,537	45,675
BEGIN 9	37,565	38,703	39,983	41,122	42,260	43,398	44,537	45,675	46,813
BEGIN 10	38,703	39,841	41,122	42,260	43,398	44,537	45,675	46,813	47,952
BEGIN 11	39,841	40,980	42,260	43,398	44,537	45,675	46,813	47,952	49,090
BEGIN 12	40,980	42,118	43,398	44,537	45,675	46,813	47,952	49,090	50,228
BEGIN 13	42,118	43,256	44,537	45,675	46,813	47,952	49,090	50,228	51,367
BEGIN 14		44,394	45,675	46,813	47,952	49,090	50,228	51,367	52,505
BEGIN 15			46,813	47,952	49,090	50,228	51,367	52,505	53,643
BEGIN 16				49,090	50,228	51,367	52,505	53,643	54,782
BEGIN 17					51,367	52,505	53,643	54,782	55,920
<sup>C</sup> LONGIVITY:	\$750	\$750	\$750	\$750	\$850	\$850	\$850	\$850	\$850

- A. All longevity movement on the salary schedule shall be based on years of experience.
- B. In addition to the salary paid according to the above salary schedule, the Board shall pay the 9.4% employee portion of TRS pension for all teachers to the teachers' retirement system (actually reflects +10.3753% of salary schedule amount). The Board will also pay .5% of the teachers' portion contribution to the teachers' retirement system for the purpose of the teachers' health insurance security fund (THIS).
- C. A \$750.00 longevity payment for all BA/BS columns and a \$850 longevity payment for all MA/MS columns for 2011-2012 through 2013-2014 for those not moving vertically on the salary schedule for newly-hired teachers whose placement on the salary schedule falls beyond the top year of experience lists.

**APPENDIX B: 2012-2013**

YRS. EXP.	B.A.	8	16	24	MA	8	16	24	32
BEGIN 1	29,027	30,188	31,349	32,510	33,671	34,832	35,993	37,155	38,316
BEGIN 2	30,188	31,349	32,510	33,671	34,832	35,993	37,155	38,316	39,477
BEGIN 3	31,349	32,510	33,671	34,832	35,993	37,155	38,316	39,477	40,638
BEGIN 4	32,510	33,671	34,832	35,993	37,155	38,316	39,477	40,638	41,799
BEGIN 5	33,671	34,832	36,139	37,300	38,461	39,622	40,783	41,944	43,105
BEGIN 6	34,832	35,993	37,300	38,461	39,622	40,783	41,944	43,105	44,266
BEGIN 7	35,993	37,155	38,461	39,622	40,783	41,944	43,105	44,266	45,427
BEGIN 8	37,155	38,316	39,622	40,783	41,944	43,105	44,266	45,427	46,588
BEGIN 9	38,316	39,477	40,783	41,944	43,105	44,266	45,427	46,588	47,749
BEGIN 10	39,477	40,638	41,944	43,105	44,266	45,427	46,588	47,749	48,910
BEGIN 11	40,638	41,799	43,105	44,266	45,427	46,588	47,749	48,910	50,072
BEGIN 12	41,799	42,960	44,266	45,427	46,588	47,749	48,910	50,072	51,233
BEGIN 13	42,960	44,121	45,427	46,588	47,749	48,910	50,072	51,233	52,394
BEGIN 14		45,282	46,588	47,749	48,910	50,072	51,233	52,394	53,555
BEGIN 15			47,749	48,910	50,072	51,233	52,394	53,555	54,716
BEGIN 16				50,072	51,233	52,394	53,555	54,716	55,877
BEGIN 17					52,394	53,555	54,716	55,877	57,038
C. LONGIVITY:	\$750	\$750	\$750	\$750	\$850	\$850	\$850	\$850	\$850

- A. All longevity movement on the salary schedule shall be based on years of experience.
- B. In addition to the salary paid according to the above salary schedule, the Board shall pay the 9.4% employee portion of TRS pension for all teachers to the teachers' retirement system (actually reflects +10.3753% of salary schedule amount). The Board will also pay .5% of the teachers' portion contribution to the teachers' retirement system for the purpose of the teachers' health insurance security fund (THIS).
- C. A \$750.00 longevity payment for all BA/BS columns and a \$850 longevity payment for all MA/MS columns for 2011-2012 through 2013-2014 for those not moving vertically on the salary schedule for newly-hired teachers whose placement on the salary schedule falls beyond the top year of experience lists.

**APPENDIX C: 2013-2014**

YRS. EXP.	B.A.	8	16	24	MA	8	16	24	32
BEGIN 1	29,608	30,792	31,977	33,161	34,345	35,530	36,714	37,898	39,083
BEGIN 2	30,792	31,977	33,161	34,345	35,530	36,714	37,898	39,083	40,267
BEGIN 3	31,977	33,161	34,345	35,530	36,714	37,898	39,083	40,267	41,451
BEGIN 4	33,161	34,345	35,530	36,714	37,898	39,083	40,267	41,451	42,636
BEGIN 5	34,345	35,530	36,862	38,046	39,231	40,415	41,599	42,784	43,968
BEGIN 6	35,530	36,714	38,046	39,231	40,415	41,599	42,784	43,968	45,152
BEGIN 7	36,714	37,898	39,231	40,415	41,599	42,784	43,968	45,152	46,337
BEGIN 8	37,898	39,083	40,415	41,599	42,784	43,968	45,152	46,337	47,521
BEGIN 9	39,083	40,267	41,599	42,784	43,968	45,152	46,337	47,521	48,705
BEGIN 10	40,267	41,451	42,784	43,968	45,152	46,337	47,521	48,705	49,889
BEGIN 11	41,451	42,636	43,968	45,152	46,337	47,521	48,705	49,889	51,074
BEGIN 12	42,636	43,820	45,152	46,337	47,521	48,705	49,889	51,074	52,258
BEGIN 13	43,820	45,004	46,337	47,521	48,705	49,889	51,074	52,258	53,442
BEGIN 14		46,188	47,521	48,705	49,889	51,074	52,258	53,442	54,627
BEGIN 15			48,705	49,889	51,074	52,258	53,442	54,627	55,811
BEGIN 16				51,074	52,258	53,442	54,627	55,811	56,995
BEGIN 17					53,442	54,627	55,811	56,995	58,180
C. LONGEVITY:	\$750	\$750	\$750	\$750	\$850	\$850	\$850	\$850	\$850

- A. All longevity movement on the salary schedule shall be based on years of experience.
- B. In addition to the salary paid according to the above salary schedule, the Board shall pay the 9.4% employee portion of TRS pension for all teachers to the teachers' retirement system (actually reflects +10.3753% of salary schedule amount). The Board will also pay .5% of the teachers' portion contribution to the teachers' retirement system for the purpose of the teachers' health insurance security fund (THIS).
- C. A \$750.00 longevity payment for all BA/BS columns and a \$850 longevity payment for all MA/MS columns for 2011-2012 through 2013-2014 for those not moving vertically on the salary schedule for newly-hired teachers whose placement on the salary schedule falls beyond the top year of experience lists.

**APPENDIX D**  
**CHADWICK-MILLEDGEVILLE CUSD #399**  
**EXTRA-CURRICULAR DIFFERENTIALS**  
**2011-2012**  
**COACHES' SALARIES**

- Percentage is based on the base salary of the Teachers' Salary Schedule.
- The Board of Education reserves the right to establish the position on the following salary schedule of a person coming into the District with previous coaching experience.
- At the High School level, if one person fills two coaching positions, he/she will receive both rates.
- At the Junior High level, if one person fills two coaching positions, he/she will receive the full percentage for the 8<sup>th</sup> grade position, plus one-half of the full percentage for the 7<sup>th</sup> grade position.
- A Junior Varsity, Assistant, Assistant Varsity, Frosh/Soph, 8<sup>th</sup> Grade, or 7<sup>th</sup> Grade coach moving into a Varsity or Head position will be positioned on the following salary schedule with each year of experience in the same sport counting as one-half (1/2) year of Varsity or Head experience, up to four (4) years of Varsity or Head experience.

Non-interscholastic clubs/organizations must have a minimum of eight (8) active members throughout the year in order for the advisor to receive the differential at the end of the year.

The Board shall pay the 9.4% employee portion of TRS pension for all stipends to the Teachers' Retirement System (actually reflects +10.3753% of the Extra-Curricular Differential amount). The Board will also pay .5% of the teachers' portion contribution to the Teachers' Retirement System for the purpose of the Teachers' Health Insurance Security Fund (THIS).

Prior to the start of the 2012-2013 school year, a committee consisting of coaches, non-interscholastic sponsors and a representative of the administrative team will meet and analyze the differential schedule and propose changes to make the schedule more equitable. These recommended changes must keep the total cost within the BOE approved maximum.

**Chadwick-Milledgeville CUSD #399**  
**Extra-Curricular Differentials**  
**2011-2012**

<b>Base Salary:</b>	<b>\$28,458</b>			
	<b>Years 1-5</b>	<b>Years 6-10</b>	<b>Years 11 and up</b>	
<b>Stipend:</b>	<b>\$3,130</b>	<b>\$3,700</b>	<b>\$4,269</b>	
HS Varsity or Head: Football, Volleyball, BBB, GBB, Track, Baseball, Softball	11%	13%	15%	
	4	1	2	
<b>Stipend:</b>	<b>\$2,561</b>	<b>\$3,130</b>	<b>\$3,700</b>	
HS Asst., JV, Asst, Asst Var., F/S: Football, Volleyball, BBB, GBB, Track Baseball, Softball	9%	11%	13%	
	3	3	2	
				<b>JH Assist</b>
				<b>track</b>
<b>Stipend:</b>	<b>\$2,277</b>	<b>\$2,846</b>	<b>\$3,415</b>	<b>\$1,707</b>
7 / 8 grade: Volleyball, BBB, GBB Track	8%	10%	12%	6%
	6		1	1
<b>OTHERS:</b>			<b>Number:</b>	<b>Stipend:</b>
JH Academic (7th & 8th)	4.0%		1	\$1,138
HS Academic	4.5%		1	\$1,281
HS Academic Asst		\$40		
HS Cheerleading	6.5%		1	\$1,850
JH Cheerleading	3.0%		1	\$854
District Instrumental	15.0%		1	\$4,269
District Vocal	15.0%		1	\$4,269
HS Class sponsor	2.5%		3	\$711
Junior Class sponsor	4.0%		1	\$1,138
JH Play/Musical	5.0%		1	\$1,423
HS play/musical	7.5%		1	\$2,134
JH Student Council	4.0%		1	\$1,138
HS Student Council	5.0%		1	\$1,423
FFA	3.5%		1	\$996
HS Honor society	1.5%		1	\$427
HS Yearbook	10.0%		1	\$2,846
HS Art Club	3.0%		1	\$854
JH Art Club	3.0%		1	\$854
AD	15.0%		1	\$4,269