

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

EAGLE RIDGE EDUCATION ASSOCIATION

AND

CARBON CLIFF-BARSTOW SCHOOL DISTRICT 36

July 1, 2021 - June 30, 2024

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ARTICLE I
RECOGNITION AND REPRESENTATION

1.1 Parties to the Agreement

This Agreement is made and entered into this 18th day of October, 2021 by and between the Board of Education of School District No. 36, Rock Island County, hereinafter referred to as the "Board" and the Eagle Ridge Education Association, IEA/NEA, hereinafter referred to as the "Association" pursuant to and in compliance with the Illinois Educational Labor Relations Act, Public Act 83-1014.

1.2 Recognition, Jurisdiction and Scope

For the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment, the Board recognizes the Association as the sole and exclusive representative for all full-time and regularly employed part-time certified classroom teachers of Carbon Cliff-Barstow School District 36.

Part-time teachers will only be eligible for fringe benefits on a pro rata basis unless stipulated otherwise in this Agreement.

1.3 Conformity to Law

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

1.4 The Board agrees not to negotiate with any other organization with regard to items contained in this Agreement unless otherwise provided for in this Agreement. It is understood and agreed, however, that the Board, Administration, individual teachers or group of teachers may request to have an Association representative present at such meetings.

1.5 Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each bargaining unit member then employed or who is thereafter employed. Costs for the preparation and printing shall be shared on the basis of the Association assuming responsibility and expense for typing the Agreement and the Board assuming the responsibility and expense for printing the Agreement.

ARTICLE II
NEGOTIATION PROCEDURES

- 2.1 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2.2 Both parties understand and agree to negotiate in good faith. For the purpose of this process, the parties agree "good faith" means the parties will consider proposals and counterproposals presented by either side and will make an effort to arrive at an agreement. It does not imply that either party must make concessions or capitulate in part or totally regarding matters under consideration.
- 2.3 It is the mutual responsibility of the Board and the Association that their respective negotiating agents shall be clothed with necessary power and authority to make and consider proposals, counter proposals, and tentative agreements.
- 2.4 Negotiations shall begin no earlier than April 1st and no later than May 1st of the year the Agreement expires, unless both parties agree to an alternate date.
- 2.5 All tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached. Initialed copies shall be given to each negotiating team. The next negotiating session will be scheduled prior to the adjournment.
- 2.6 The Agreement or any phase of it shall be considered tentative until the entire Agreement is negotiated. After the teachers have ratified the Agreement, the Board will take official action on the tentative Agreement at, or before, its next regularly scheduled Board meeting.
- 2.7 All negotiating meetings shall be closed sessions.
- 2.8 If agreement on all items is not reached by the parties by 15 days before the beginning of the school year, the Federal Mediation and Conciliation Service may be used. After either party declares an impasse in the negotiations, the parties will send a mutual request for assistance to the Federal Mediation and Conciliation Service.

ARTICLE III
MANAGEMENT RIGHTS

- 3.1 The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, except as they might be limited by the express language of this Agreement.
- A. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its teachers.
 - B. To direct the work of its teachers, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services.
 - C. To hire all teachers subject to the provisions of law, to determine the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such teachers.
 - D. To establish educational policies, goals, and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations.
 - E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.
 - F. Nor will negotiations be reopened on the impact of any permissible management action.

ARTICLE IV
NO STRIKE PROVISION

4.1 No Strike

The Association and the teachers hereby agree not to engage in, encourage, or support any cessation of work, slowdown, or other concerted refusal to render uninterrupted services to the school district during the term of this Agreement.

In the case of any strike, slow down or other suspension of work not authorized by the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, the District agrees that such violation of this Agreement shall not cause the Association, its officers or agents to be liable for damages provided that the Association complies fully with the following:

- A. The Association's obligation to take action shall commence upon receipt of notice from the District that a violation has occurred.
- B. Upon receipt of such notice, the responsible Association representative shall notify those teachers responsible for participating in the violation that the appropriate remedy is the grievance procedure; the teachers action is in violation of the Agreement subjecting the teacher to discharge, and the Association has not authorized the strike or suspension of work and does not approve or condone it.

The Board and the Association recognize that strikes and other forms of work stoppage by members of the Association are contrary to the continuity of educational programs. The Board and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Association therefore agrees that there shall be no strikes, work stoppages, or other refusal to perform work by the teachers covered by this Agreement.

In the event a strike should occur, the Board agrees it will not lock out those teachers who are not participating in said strike.

ARTICLE V
GRIEVANCE PROCEDURE

5.1 Definition

A grievance shall mean only a complaint that there has been an alleged violation or misapplication of any of the specific provisions of this Agreement or a violation of a teacher's right to consistent treatment under this Agreement, and that such grievance must be filed 10 days from the time of the original occurrence of the event complained of, and further, every teacher covered by this Agreement shall have the right to present grievances in accordance with these following procedures. The written information contained in the filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; 3) a listing of specific action requested of the administration which will remedy the grievance. A copy of the Grievance Form is contained in Appendix A of this Agreement.

5.2 Procedure

All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all days the Administration Office is open.

Any teacher may at any time present grievances to the administration without the intervention of the Association.

The failure of a teacher or the Association to act within the time limits will act as a bar to any further appeal, and an administrator's failure to render a decision or meet within the time limits set forth shall permit the teacher(s) or Association to proceed to the next step. Time limits may be extended only by mutual agreement. Time limits shall be stated in school days.

Hearings and conferences held under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the administration during school hours, all teachers whose presence is required shall be excused, with pay, for that purpose.

It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teachers association representatives shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the teaching staff.

5.3 Informal Conference

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the aggrieved and the principal or whoever the grievance is against.

5.4 Formal Procedure for Adjustment of Grievances

STEP I

The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. 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.

STEP II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

STEP III

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.

The parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

Insofar as such arbitration is limited solely to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement.

Any grievance which arose prior to the effective date of this Agreement shall not be processed.

Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the Board and the Association.

If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

- 5.5 Bypass to Superintendent
If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- 5.6 Bypass to Arbitration
If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
- 5.7 Class Grievances
Class grievances involving one or more teachers or one or more supervisors, and grievances involving an administrator above the building level, may be initially filed by the Association at Step II.
- 5.8 Association Participation - Teacher Represented
The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- 5.9 Association Participation - Teacher Not Represented
When a teacher 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.
- 5.10 Filing of Materials
All records related to a grievance shall be filed separately from the personnel files of the teachers.
- 5.11 Grievance Withdrawal
A grievance may be withdrawn at any level without establishing precedent.

ARTICLE VI
ASSOCIATION-BOARD RELATIONS

6.1 Right to Representation

The Association agrees to represent equally and without prejudice, all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.

6.2 Association/Superintendent Meetings

The Superintendent shall meet as needed with representatives of the Association to discuss matters relating to the implementation of this Agreement. It is understood that the Superintendent will not be required to meet more often than once a month.

6.3 Information to the Association

Upon request, the Board shall furnish the Association President with the following documents as they are received, completed, or compiled.

- A. Board agendas
- B. Official minutes of the Board meetings
- C. Monthly budget summaries, Quarterly Budget Summaries
- D. Board policy manual
- E. Annual auditor's report and management letter
- F. Current fiscal year budget
- G. Statistical information, not including teachers' names, pertaining to teacher salary lane placement, extended service placement, and present insurance coverage
- H. Faculty lists including home addresses and listed telephone numbers.
- I. Annual Financial Report

6.4 Meetings, Notices, and General Information

The Association shall have the right to request, and upon approval of the immediate Supervisor, to use the school buildings for meetings provided that such meetings do not interfere with instructional and/or extra-curricular programs. Any extraordinary expenses, as a result of said meeting(s), will be reimbursed to the District by the Association. The Association may use teacher school mailboxes and teacher lounge bulletin boards for Association matters, and the Superintendent shall be given a copy of all open communications. If approved by the Principal and/or Superintendent, the Association shall be allowed reasonable use of computers and copiers.

The Association will pay for all consumable materials used. No school equipment shall be removed from the premises or used for political purposes.

6.5 Dues Check Off

The Board shall deduct from the regular paycheck of each teacher from whom it receives written authorization to do so, the required amount of Association dues. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from a regular salary check of the teacher for ten months, September through June, in twenty equal payments. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. The dues and a list of teachers from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper Association officer no later than ten (10) days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the teacher by written notice to the Superintendent.

ARTICLE VII

LEAVES

7.1 Sick Leave

- A. Each full-time teacher will be entitled to receive 14 days sick leave per school year. Sick leave will be allowed to accumulate up to two (2) full school years as per TRS Regulations. Sick leave will be determined to mean personal illness, quarantine at home, or any illness deemed serious by a physician, or death in one's immediate family or household. Pregnancy related disabilities will be treated as sick leave. Immediate family shall mean parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers/sisters-in-law, step parents, step children, foster parents, foster children, children for whom teachers are legal guardians. Teachers who miss three consecutive sick days, must have a doctor's release upon their return. If not, said teacher will not be allowed to return.

- B. All days in excess of those used for TRS purposes, not to exceed ½ of the remaining balance of the accumulated days, shall be reimbursed to the teacher at the current per diem ½ daily rate of pay for substitute teachers.

7.2 Sick Leave Donations and Bank

- A. Teachers shall be permitted to donate sick leave to another teacher who has exhausted his/her accumulated sick leave. Such donations shall be voluntary and be made by September 1st and not revocable. A maximum of twenty-five sick days per school year will be granted to any one teacher.

- B. Teachers new to the District or current teachers may donate up to two (2) days from their current year to be eligible for coverage by the Bank. Teachers who join the District staff later in the school term will be given an opportunity to join the Bank on an equal basis after two (2) weeks of employment. Any teacher who has contributed to the Sick Bank may not withdraw the donated day(s) when leaving employment.

Those teachers retiring that have extra sick leave accumulated may donate up to 10 days to the bank.

- C. The Superintendent, or designee, will be responsible for determining teacher eligibility to benefit from the Sick Leave Bank in accordance with the purpose for which it is established, the sole purpose being to provide insurance against excessive loss of pay because of catastrophic illness or injury (excluding normal pregnancy). A committee of three people (one administrator and two teachers chosen by the Association) will decide the number of days granted to the teacher (up to the maximum stated above). The committee may request additional days from participating staff when the bank is low.

- D. A teacher who meets the following requirements is eligible to draw from the Sick Leave Bank:
 - 1. Present a doctor's certification of continuing illness,
 - 2. Has used all his/her accumulated sick leave, and

3. Has already had deducted from his/her pay two (2) consecutive full days of teaching salary.

7.3 Personal Leave

Each teacher shall be granted three (3) days personal leave at full pay per school year for the purpose of attending to legal, personal business, and moral obligation which cannot be attended to at any other time except during school hours. Except in cases of an emergency, written advance notice of the necessity for personal leave shall be submitted two (2) school days prior to the date of leave to the Superintendent. Personal leave, except in the case of an emergency, shall not be granted the day prior to or after vacation periods, holidays, institute days, parent-teacher conference days, collaboration days, school improvement days, nor during the first or last two weeks of the school year except for religious holidays. The Administration will allow 1/2 days in lieu of a full day. Unused personal leave days for any teacher as of June 30 each year shall be added to said teacher's accrued sick leave.

7.4 Rights on Leave

Any teacher on leave authorized by the Board shall be accorded the opportunity, if the carrier approves, to maintain at their expense the insurance benefits to which a teacher would have been entitled were the teacher regularly employed.

7.5 Other Leaves

Leaves of absence without pay for up to 12 calendar months may be granted to tenured teachers if requested at least one (1) month before the leave is to be taken, with the exception of leaves relating to illness or disability. Leaves may be granted for:

- A. Advanced study learning to a degree in any approved university.
- B. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program, subject to approval by the Board.
- C. Military service (dates for leaving and returning to be prearranged).
- D. Other reasons acceptable to the Board which will improve the educational program in District #36

7.6 Bereavement Leave

Three (3) bereavement days per contract year, not cumulative shall be granted for immediate family. Immediate family shall mean parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers/sisters-in-law, step parents, step children, foster parents, foster children, children for whom teachers are legal guardians, niece, nephew, aunt, uncle, and cousin.

7.7 Jury Duty Leave

A teacher will be excused at full pay for the purpose of fulfilling jury duty. The teacher shall refund to the District any monies received for jury duty less travel allowance allowed.

7.8 Association Leave

In the event that the Association desires to send representative(s) to local, state and national conferences or on other business pertinent to Association affairs, the representative(s) shall be excused without loss of salary. The Association shall have ten (10) days to be shared in any school year to be used for such purposes with twelve (12) days to be shared during the last year of the contract, providing the frequency of excused leaves does not impair the quality of classroom instruction. Administration requests that there shall be a one day notice before Association Leave is taken, unless a union emergency arises, then the one day notice will be waived. The four (4) bargaining association members have the right to excused leave at the same time in the last year of the contract.

ARTICLE VIII

EVALUATION

- 8.1 No formal evaluation shall take place until the Superintendent and/or the Building Principal advises each teacher under his/her supervision with the evaluation procedures and instruments. The Superintendent and/or the Building Principal shall advise each teacher as to who shall observe and evaluate the teacher's performance. The formal evaluation process will follow the PERA guidelines. Teachers will be provided with the district created evaluation materials and procedures at the start of the school year.
- 8.2 A formal classroom evaluation shall be defined as one involving a classroom visitation of not less than thirty (30) minutes and a written evaluation of the visitation followed by a conference that will take place within ten (10) school days between the evaluator and the teacher. A final conference will take place within ten (10) school days of the second formal evaluation and submission of growth data. Teachers will receive the cumulative evaluation at that time.
- 8.3 The evaluator shall formally evaluate each teacher in writing, using an evaluation instrument developed by the School District and the Association as provided by the Illinois School Code Section 24A-4. All formal evaluations shall be done with the full knowledge of the teacher.
- 8.4 Non-tenured teachers shall be formally evaluated at least twice each year. The first formal evaluation for all non-tenured teachers shall be completed by the December recess, and the second formal evaluation shall be completed by March 1. Tenured teachers shall be formally evaluated at least once every other year with the evaluation completed by April 15.
- 8.5 The evaluator shall provide the teacher with constructive assistance to improve the quality of instruction as well as a written statement of deficiencies. Suggestions for improving deficiencies shall be offered by the evaluator, recognizing that the responsibility for improvement rests with the teacher. The evaluator will consider available teacher preparation time in relation to suggestions offered.
- 8.6 The teacher shall sign copies of the written evaluation and receive a copy of said evaluation. If the teacher feels that his/her formal evaluation is incomplete, inaccurate or unjust, he/she may put his/her objection in writing. The evaluator shall sign the teacher's objection(s). A copy shall be given to the teacher and a copy shall be attached to the evaluation report to be placed in the teacher's official personnel file.
- 8.7 Nothing contained herein shall limit the right of administration to utilize informal observations and other first-hand evaluative criteria for considering competency of any teacher. Any informal observations which are to be used to evaluate the teacher shall be reduced to writing and discussed with the teacher prior to being placed in the teacher's personnel file.
- 8.8. It is also understood that administration has the right to place a discipline report on file with any teacher regarding their duties, providing the guidelines are met.
- A. The teacher has previously been advised by administration or has violated an accepted code of conduct.

- B. The expectation and discipline must be applied to all teachers without discrimination.
 - C. The filing of a discipline report must address the specific issue and be reasonably related to the seriousness of the offense.
- 8.9 Any grievance filed relative to this Article shall be limited to violations of the specific procedures as outlined in Section 1 through 8 above. All other aspects of evaluation, including but not limited to criteria, instrument, or personalities, shall not be grievable.
- 8.10 Certified staff shall be required by the Superintendent to attend one (1) open house and one (1) school-sponsored activity. Participation or lack of participation shall play a part of the final overall rating on a formal or summative evaluation.

ARTICLE IX
CONDITIONS OF EMPLOYMENT

9.1 Teacher Workday

- A. The normal teacher workday shall be 7 hours and 30 minutes. The teacher workday must begin 20 minutes before student contact time and end 10 minutes after dismissal. The first week of school, all teachers are required to be on morning duty. During the week a teacher is assigned morning duty, the teacher's workday must begin 20 minutes before student contact time and end 10 minutes after dismissal. Teachers shall not be assigned duty more than one week per four school weeks for the exception of the first week of school.
- B. A faculty meeting may be held once a month, lasting no longer than 45 minutes - attendance is mandatory and will be kept by the superintendent. There shall be a 48 hour notice prior to the meeting, and an agenda provided. Failure to attend without cause will result in disciplinary action. Teachers will be granted as much time necessary to provide input.
- C. During each workday, the teacher shall be entitled to a duty-free lunch period equal to that specified in the School Code of Illinois, Section 24-9 (30 minutes).

9.2 Daily Schedule

- A. The daily class schedule is a management decision of the administrator in charge of that building. Good management should include input from the teaching staff. The early dismissal schedule will be adjusted so that students are not always missing their last class period.
- B. Every effort shall be made to equalize student contact time by hiring substitutes for special areas such as music, art, Title I, Special Education, Spanish/ELL, and physical education when the teacher is absent.
- C. All extra duties and homeroom assignments will rotate equitably among all full and part-time teaching staff.
- D. All activities during the school day, i.e. assemblies, field day, student activities, celebrations, etc., will be announced and posted as early as possible to allow teachers to plan for them. Dates and times of such activities will not be changed except in an emergency.
- E. All teachers will have at least 250 minutes of preparation and team meeting time per week. Such planning time shall be scheduled in at least 50 minute blocks within the student day, unless there is an early dismissal and teachers' planning time will be adjusted. These blocks of time shall be divided equally over the school week and shall remain equitable. For purposes of this section of the contract, Article IX, section 9.2 E, the Board shall have the right to file a demand to bargain and negotiate with the Association any changes for the following reasons:
 - 1. Reduction in State Aid
 - 2. Reduction of student enrollment

- F. Any teacher who is assigned a class or duty which requires him or her to forfeit a preparation period be compensated at the rate of \$25.00 per hour, unless it is fulfilling responsibilities for a stipend position, attending IEP meetings, or any committee meeting during the day deemed necessary to fulfill academic responsibilities. The office staff and the teacher involved shall keep a record of dates and times of such occurrences.

9.3 Meeting

Except in an emergency, meetings which take place after the regular school workday which require attendance, shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school. In emergency situations, teachers shall be excused from the meeting.

9.4 Vacancies

Administration will notify all the certified staff during the school year of all teaching vacancies by having the Superintendent or his/her designee place a notice in the teachers' mailbox for five business days except for two weeks prior to the start of the school year. No teacher from outside the District shall be employed for a certified vacancy until In-District applicants have been considered.

During the summer, the Superintendent will mail by regular mail a notice to each certified staff member a listing of any vacancies for the coming year. Staff members may apply for any vacancy for which they are certified and qualified. If this should occur, teachers will be notified by mail and provided 5 business days to respond.

All paid extra duty assignments will be posted annually according to the vacancy procedure. Preference will be given to district certified staff. If the certified teacher does not receive the position for which they applied, he/she will receive written/verbal notification of the decision why. The written/verbal reasons for not receiving the position shall not be grievable.

9.5 Notification of Assignments

All current district teachers shall be given notice of their assignments for the forthcoming year no later than the last day of the current school year. In the event changes in such assignments are required, the teacher affected shall be notified within five (5) days, in writing. Upon the request of the teacher, the changes shall be promptly reviewed between the Superintendent and/or his designee, and a representative of the Association, if desired. The effective date of said resignation shall be twenty-four (24) hours after a suitable replacement assumes the assignment in question. If reassignment is made after the first day of school the certified teacher will be allowed two (2) additional days to establish the new classroom.

9.6 Class Distribution

- A. At the beginning of the year, students will be grouped heterogeneously and, with every effort made by administration, an equal distribution of academic abilities per classroom.
- B. This language does not apply to split classes.

9.7 Head Teacher

In the absence of Administration for an entire day or when the Superintendent deems it necessary for the smooth operation of the school day, a Head Teacher shall be provided to handle discipline procedures. The Head Teacher shall have the right to discipline a student based on the guidelines set forth by the administration. Head Teacher will be selected by administration from applicants at the start of the school year. When the Head Teacher is needed in lieu of the administration, he/she will be provided a substitute teacher and a stipend will be paid in the amount of \$50.00 per day.

ARTICLE X
TEACHER BENEFITS

10.1 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1947, Section 414 (h)(2) of the Internal Revenue Code, the Board agrees to pay in addition to the established compensation schedule to the Teacher Retirement System, on behalf of each teacher, up to 9% of the teacher's respective gross earnings and shelter said amount for tax purposes. The Board also agrees to pay on behalf of each teacher up to 2% of the Member THIS (insurance) contribution. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

10.2 Insurance

A. Life Insurance and Accidental Death and Dismemberment Insurance

1. The Board shall provide without cost to the teacher, life insurance protection in the amount of at least \$15,000.00.
2. The Board shall provide without cost to the teacher, accidental death and dismemberment insurance in the amount of at least \$15,000.00.

B. General Medical and Hospital

1. The Board agrees to pay up to \$700.00 of the single major medical insurance premium, per month, for each teacher. However, each teacher participating in the major medical insurance plan shall be required to contribute one dollar (\$1.00) per month toward that coverage.
2. The Board shall set aside \$10,000.00 each of the years of the contract into an insurance pool. These funds shall be used to offset costs to teachers receiving family medical insurance. The amounts will be prorated per teacher, but in no event, shall the amount exceed \$2,000.00 per teacher per year.
3. If any teacher does not elect to take major medical and hospitalization coverage, the Board of Education shall, on a monthly basis, issue cash in lieu of a sum of \$200.00.
4. The Board agrees to implement separate flexible spending plan accounts for medical care and dependent care. The expense of developing and installing the plan and any administrative costs of the plan will be the Board's responsibility. The flexible spending plan year shall begin on January 1 and end on December 31.

The Board-provided insurance shall be for twelve (12) consecutive months. Retired teachers will not be eligible for participation.

Part-time teacher's insurance benefits will be prorated on the basis of percentage of full-time work.

On the plan anniversary date and with the approval of the carriers, teachers may change their type of coverage.

Teachers new to the District shall be covered as of the first day of their contractual employment if approved by the carrier.

Selection of carriers for insurance plans required by this Agreement remains a prerogative of the Board. A joint committee consisting of one (1) Board Member, two (2) Association Members, two (2) Administrators, and one (1) Classified Staff Person will, when deemed necessary, review benefits, structure, and seek proposals from insurance carriers and make recommendations to the Board of Education for its consideration.

The Board agrees to tax-shelter the health insurance premiums not paid by the employer, within IRS guidelines.

10.3 Tuition

Reimbursement for Continuing Education: There shall be a fund of \$900.00 for each certified staff for tuition fees and supplies for continuing graduate education. Said education shall be appropriate for teaching in the district. Each course or course of study shall be pre-approved by administration before the course commences. Each teacher may request reimbursement for up to 4 courses per contract year. Requests for reimbursement may be made at any time before August 1 of the contract year providing that the teacher has completed the course and received an A or B in the class. There will be no carry over if monies are not used. Teachers, taking the tuition reimbursement shall agree, in writing, to serve in the district a minimum of one year, after completion of the program. If the teacher decides to leave the district prior to the one year, that teacher will fully reimburse the district for tuition expenses.

10.4 Continuing Education

In order to encourage continuing education among staff, the Board will allow each teacher a minimum of one (1) workshop/conference every other year, with prior approval. Such workshop/conference costs shall not exceed \$500.00.

10.5 Graduate Course Credit

Official transcripts of graduate level college work completed at an accredited institution recognized by ISBE (courses suitable for certification requirements) shall be submitted to the Office of the Superintendent by September 1st and March 1st. It is understood that the Superintendent will have final approval before classes commence and satisfactory evidence will be required of a grade B or above. Education advancement adjustment will be made at the beginning of the new school term or at the beginning of the thirteenth (13) pay.

10.6 Release Time

- A. Teachers will be allowed one hour early dismissal prior to the date report cards are due.
- B. Teachers will be allowed 7 collaboration times. Administration will provide a 2 hour dismissal for teachers to collaborate. Teachers will lead their own meetings, and will be required to turn in notes to administration at the completion of each meeting.

10.7 Attendance Benefit

At the end of each quarter of consecutive teaching days, not including bereavement days, without the use of a sick day, the teacher will be granted a stipend of \$150.00.

10.8 Room Preparation

Prior to backpack night, teachers will receive one full day for readying classrooms, making and putting up bulletin boards, securing textbooks and supplies and making lesson plan preparations for the first week of school. Also, staff members may come in one week before the school year begins, without compensation, to work in their classrooms during regular school hours.

10.9 Early Retirement

Teachers who are at least fifty-five (55) years of age and having served fifteen (15) years of service at Eagle Ridge shall receive an increase of teacher's basic compensation of six percent (6%) for up to the teacher's **final** three (3) years of service if the teacher provides an irrevocable letter of retirement/resignation to the Board of Education by May 1 prior to the year in which the teacher requests the six percent (6%) increase to become effective. No teacher shall be paid more than six percent (6%) in creditable TRS earnings, than paid in the previous school year, regardless of retirement incentives.

Basic compensation shall be defined as the teacher's base salary. The six percent (6%) increase referenced herein will replace the negotiated salary that the teacher may otherwise be entitled to receive. However, the parties recognize that under no circumstances will the teacher's total creditable earnings exceed six percent (6%) of the previous year's total creditable earnings in the teacher's final three (3) years of service with the district.

To qualify for this payment, teachers must be employed by the Carbon Cliff-Barstow School District, be at least 55 years of age or have at least thirty-five (35) years of creditable service upon retirement; and not retire under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies constituting a surcharge to the Teachers' Retirement System.

10.10 Pay Periods

For the duration of the alternative school year calendar, payments shall commence on the 15th of August and be paid in 24 equal pay periods on the 15th and 30th of each month. If the 15th or 30th falls on a weekend or holiday then payment shall be made on the last business day preceding the 15th or 30th.

10.11 Salary

- A. 2021-2022 +\$1500.00 to certified teacher 2020-2021 current salary
2022-2023 +\$1500.00 to certified teacher 2021-2022 current salary
2023-2024 Consumer Price Index (CPI) or 1.5% whichever is greater to certified teacher 2022-2023 current salary

First year teacher base salary (2021-2022) \$36,500.00

First year teacher base salary (2022-2023) \$38,000.00

- B. Continuing education - upon completion and Superintendent's verification..
BA15 +1500.00 (one time)
MA +1750.00 (one time)
MA15 +2000.00 (one time)
MA30 +2250.00 (one time)

- C. At no time shall the Board of Education employ a new teacher for a specific position at a salary rate higher than another currently employed teacher(s) who has the same educational status and same or greater teaching experience, without raising said current teacher(s) to the same salary as the new hire.
 - D. Staff hired in Special Education, Speech Language Pathology, English Language Learner, Response to Intervention, and Guidance Counseling will be considered separately from all other core curriculum staff.
- 10.12 National Board Certified Annual Stipend
Board will pay a stipend of \$500.00 per school year on the first payroll in May for those teachers who are Nationally Board Certified. Teachers must show documentation of certification or recertification every 5 years.

ARTICLE XI
TEACHER PROTECTION

11.1 Special Absence

- A. Whenever a teacher is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she shall continue to receive his/her regular salary for a period of time equal to thirty (30) school days, plus a number of school days equal to his/her accumulated sick leave days, if needed. Such absence shall not be charged to his/her annual sick leave. In no event shall the teacher receive his/her salary without working if he/she is declared physically able to return to work by a Board-designated physician paid for by the Board. Any amount of salary payable pursuant to his/her contract shall be reduced by the amount of any Worker's Compensation, insurance benefit, and/or teacher pension payment for temporary disability due to the said assault and/or battery injury for the period in which such salary is paid.

- B. While engaged in any school activity, a teacher may use reasonable force as needed to maintain safety for the other students, school personnel or persons or for the purpose of self-defense or the defense of property as provided in the Illinois School Code Section 5/24-24.

11.2 Insured Protection

The Board agrees to insure teachers against any loss or liability by reason of death, bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board of Education. The Board will reply to such a request for legal counsel by the second regular Board meeting following receipt of the request. Such insurance shall be carried in a company licensed to write such coverage in this state. The Board of Education will not honor any claim denied by the insurance carrier.

11.3 When appropriate, the Administration will notify proper authorities (police or sheriff) once the incident has been reported to the Building Principal and/or Superintendent.

11.4 The Board will review administrative actions affecting the students and teachers involved in the assault.

ARTICLE XII
EFFECT OF AGREEMENT

- 12.1 This Agreement shall become effective on July 1, 2021, and shall continue in effect until June 30, 2024.
- 12.2 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. It is understood that all rights, powers and authority of the Board not specifically limited by the language of this Agreement are retained by the Board. The Board shall take no action which will violate any of the specific provisions of this Agreement or of any legal right of the Association or any teacher.
- 12.3 In the event that the Board of Education entertains a formal motion to study the consolidation, reorganization, dissolution, merger, or other change in the political governance and structure of this District, the Association and Board agree to discuss all implications of such action.
- 12.4 This Agreement is signed this **18th** day of **October, 2021** in witness thereof:

FOR THE BOARD OF EDUCATION
CARBON CLIFF-BARSTOW SCHOOL
DISTRICT #36

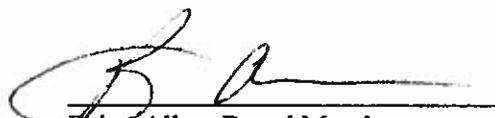
FOR THE EAGLE RIDGE
EDUCATION ASSOCIATION
IEA-NEA



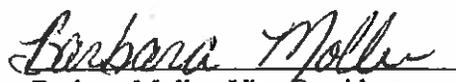
Lisa Cantrell, President



Holly Landry, President



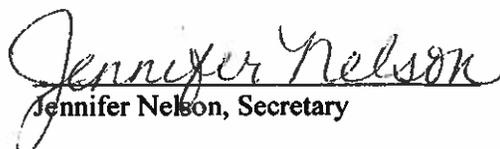
Brian Allen, Board Member



Barbara Moller, Vice President



Matthew Behnken, Board Member



Jennifer Nelson, Secretary



Alison Rasko, Treasurer

APPENDIX A
EXTRA-CURRICULAR POSITIONS

Athletic Director \$5250.00

Fall Sports \$1400.00

Winter Sports \$1400.00

Spring Sports \$1050.00

Student Council Sponsor \$1400.00

Yearbook \$875.00

8th Grade Class Sponsor \$1225.00

7th Grade Class Sponsor \$1225.00

Cheerleading Coach \$1400.00

Band Director \$1400.00

APPENDIX B
SALARY PLACEMENT

SALARY PLACEMENT

Please reference Pages 22 & 23, Section 10.11. A, B, C & D

**EAGLE RIDGE EDUCATION ASSOCIATION
CARBON CLIFF-BARSTOW SCHOOL DISTRICT #36**

GRIEVANT(S): _____

DATE: _____

STATEMENT OF THE GRIEVANCE (including the date of the act or condition giving rise to the grievance):

CLAUSE(S) VIOLATED:

SOLUTION(S):

SIGNATURE(S): _____
Attach a separate sheet if necessary