

**COLLECTIVE BARGAINING AGREEMENT**

Between the

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

And the

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

2020-21 through 2022-23 School Years

RATIFIED: (Approved May 18, 2020

CORRECTED:

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**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 there from 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, 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 nine (9) through twelve (12), as well as those in the junior high (grades 6-8) shall be entitled to compensation for Class Overload. Class Overload shall be defined as when a teacher is assigned more than five (5) different preparations in their daily teaching schedule, OR when class enrollment exceeds 110 students in academic classes only (this would exclude P.E.). Compensation for a class overload shall be 9% of the teacher's non-overload compensation for the semester during which the overload occurs. If a double overload is scheduled the additional compensation would be doubled. If the compensation for Class Overload should cause an increase to a teacher's TRS creditable earnings greater than 6% over the prior year's creditable earnings, and the Class Overload is not approved for an exemption to the excess salary increase rules by TRS or

the ISBE, the amount of any such stipend will be decreased to an amount which shall not cause the teacher to receive more than a 6% increase to their creditable earnings over the prior year's creditable earnings. 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.
- 4.8 The hours at each school building shall be set by the Board. The teacher's workday will be no longer than 7.5 Hours exclusive of lunch and meetings, which will be scheduled in advance and which may run beyond the contract day. It is expected that staff attend staff meetings, committee meetings, school improvement meetings, IEP meetings, department meetings, discipline meetings, student assistance team meetings, and others even if they are scheduled or run beyond the contract day. Attendance at these meetings is part of a teacher's professional duties. Every effort will be made by the administration to schedule these meetings in advance and to be reasonable in frequency and duration of said meetings. Teachers with excused absences, or reasonable excuses, will not be penalized in any way for missing reasonable meetings or portions thereof, which exceed the contractual day. Determination of "reasonable excuse" shall be made by the Building Principal and/or the Superintendent. The workday time schedule is 8:00 a.m. to 3:45 p.m. unless otherwise assigned by the Building Principal.

## **ARTICLE V**

### **EMPLOYEE EVALUATION**

- 5.1 Teacher evaluations will be conducted consistent with the required provisions of the School Code. To facilitate the evaluation process the Association and Board agree that the District will use the Danielson Model Teacher Evaluation System, selecting 30% as the level of measured student growth.
  - 5.1(a) Teachers scheduled for formal evaluation during a given school year will, prior to being evaluated, be provided a copy of the evaluation instrument. This shall not, however, preclude Administration's right to evaluate any employee when it is deemed necessary by the administration or from utilizing an evaluation process following adoption by the Board after notice of remedial warning.
- 5.2 Within fourteen (14) school days following the final post conference evaluation the evaluation form will be completed by the evaluator, discussed with the teacher, signed by the teacher and the evaluator, and a copy of the evaluation given to the teacher and thereafter a copy of such evaluation placed in the teacher's personnel file.

- 5.3 A Joint Committee, consisting of 3 representatives designed by the Board of Education and 3 representatives designated by the Association, shall be established. The Joint Committee shall meet periodically to discuss those items set forth within Section 24-12 of the School Code, as topics for established “Joint Committee.” The Joint Committee may also, when agreed to by a majority of the Committee, modify any evaluation instrument or process.
- 5.4 Results of any “evaluation” are not covered by this Agreement and hence not subject to the grievance procedure but the evaluation procedures utilized by the District are subject to the grievance procedure.

5.5 A teacher rated *Unsatisfactory* on a summative evaluation may appeal the rating by submitting a timely notice of appeal to the Superintendent and the Association president. The teacher’s written notice of appeal must be submitted within fifteen (15) calendar days after the receipt of the *Unsatisfactory* summative rating. The appeal shall be submitted to the Superintendent’s office by email or hand delivery. Upon receipt of the appeal, the Superintendent or their designee will inform the evaluator who issued the *Unsatisfactory* summative rating and convene the panel of qualified evaluators within thirty (30) calendar days. Untimely appeals will not be advanced to the panel of qualified evaluators. A decision of the panel will be issued within thirty (30) calendar days of being convened, unless mutually agreed upon between the Association and Administration. Reasonable effort will be made to conduct appeals business between the hours of 7:30 a.m. and 4:00 p.m.

The teacher submitting the appeal shall specify in the notice of appeal the reasons they believe that the *Unsatisfactory* summative rating is erroneous and identify any facts or evidence to support the basis for appeal which may or may not include reference to specific evidence that has been collected through informal and formal observations, evidence provided by the teacher to the evaluator prior to receiving the summative rating and dates or elements not consistent with the timelines or processes established in the Licensed Staff Evaluation Plan.

The Joint PERA Committee will determine the criteria for a successful appeal and agree to a panel of qualified evaluators available to consider the *Unsatisfactory* rating being appealed and make a determination as to whether or not the *Unsatisfactory* rating should be revoked. The evaluator and the teacher filing the appeal are exempt from serving on the panel. The Association president or designee may attend all meetings convened by the panel but will not participate in the assessment of the summative evaluation and supporting documentation or the panel’s final decision.

The panel will assess the summative evaluation and all of the supporting documentation received by the teacher and the evaluator who issued the *Unsatisfactory* rating. If the panel chooses, it may call the teacher, the evaluator and any other witness the panel deems would have relevant information to consider. The panel must reach a consensus on whether or not the *Unsatisfactory* summative rating should be revoked. In the absence of a consensus to revoke, the summative rating shall be left unchanged.

If the panel’s decision is to revoke the *Unsatisfactory* rating, then the teacher will have no summative evaluation for that evaluation cycle, and the teacher shall be rated “Proficient” for purposes of Reduction in Force (RIF)

**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 the 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 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. Teachers 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. Starting with the 2017-2018 contract year, and each year thereafter, 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). 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 Course Reimbursement: A \$150 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. A teacher will receive a seventy-five (\$75) per credit hour reimbursement for approved graduate classes that are directly related to improvement in their competencies in the classroom/district, where it is not in a MA/MS program but related to improvement in individual skills.
- 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. Payment for attending will be made not later than the Friday next following completion of the orientation.



- 7.14 Salary Schedule Credit: District administration, in its sole discretion, may offer newly hired certified staff up to five years credit on the salary schedule and a signing bonus for positions considered difficult to fill. All such offers must be approved by the Board.
- 7.15 Summer Learning Opportunities: Teachers who, at the request of administration, attend training sessions during the summer to enhance the learning environment or for technology enhancement will be compensated at the rate of \$20 per hour. Payment of these amounts will be at the time of the last paycheck issued in August.

## **ARTICLE VIII**

### **LEAVES and RETIREMENT**

- 8.1 Sick Leave: A teacher will be allowed twelve (12) 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.” 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.

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Once a teacher has exhausted all available personal days they may apply to the Superintendent for one additional personal day. If approved and a substitute is available, use of the personal day shall require the teacher to reimburse the District one hundred (\$100.00) dollars for the cost of the substitute. Use of such additional day is subject to the same rules applicable to use of regular personal days, i.e. not used in the first five (5) or last five (5) days, or preceding school holidays.

- 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  $\frac{1}{4}$  or  $\frac{1}{2}$  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 \$500.00 per year for attendance at conferences or workshops. Subject to approval of the Superintendent, the \$500 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 1, 2020 through the day before the first day of the 2023-2024 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: 2020-2023**

**[INSERT SALARY SCHEDULES]**

All longevity movement on the salary schedule shall be based on years of experience. 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).

A \$1,200.00 longevity payment for all BA/BS columns and a \$1,200.00 longevity payment for all MA/MS columns for each year of the contract those not moving vertically on the salary schedule and for newly-hired teachers whose placement on the salary schedule falls beyond the top year of experience.

**APPENDIX B**  
**CHADWICK-MILLEDGEVILLE CUSD #399**  
**EXTRA-CURRICULAR DIFFERENTIALS**  
**2020-2023**  
**COACHES' SALARIES**

**Base Salary:** \$32,698

	Years 1-5	Years 6-10	Years 11 and up
<b>Stipend:</b>	<u>\$4,251</u>	<u>\$4,905</u>	<u>\$5,559</u>
HS Varsity or Head: Football, Volleyball, BBB, GBB, Track, Baseball, Softball	13%	15%	17%
	4	1	2

<b>Stipend:</b>	<u>\$3,597</u>	<u>\$4,251</u>	<u>\$4,905</u>
HS Asst.:	11%	13%	15%
JV, Asst, Asst Var., F/S: Football, Volleyball, BBB, GBB, Track Baseball, Softball	3	3	2

<b>Stipend:</b>	<u>\$2,616</u>	<u>\$3,270</u>	<u>\$3,924</u>	<b>JH Assist track</b>
7 / 8 grade: Volleyball, BBB, GBB Track	8%	10%	12%	6%
	6		1	1

			<b>Number:</b>	<b>Stipend:</b>
JH Academic (7th & 8th)	4.0%		1	<u>\$1,308</u>
HS Scholastic Bowl	4.5%		1	<u>\$1,471</u>
HS Scholastic Bowl Asst		\$40 per meet		
HS Spirit Squad	6.5%		1	<u>\$2,125</u>
JH Cheerleading	3.0%		1	<u>\$981</u>
District Instrumental	15.0%	(12% for future hires)	1	<u>\$4,905/\$3924</u>
District Vocal	15.0%	(12% for future hires)	1	<u>\$4,905/\$392</u>
HS Class sponsor	2.5%		3	<u>\$817</u>
Junior Class /Dance	<u>5.0%</u>		1	<u>\$1,635</u>
JH Play/Musical	5.0%		1	<u>\$1,635</u>
HS play/musical	7.5%		1	<u>\$2,452</u>
JH Student Council	5.0%		1	<u>\$1,635</u>
HS Student Council	<u>7.5%</u>		1	<u>\$2,452</u>
FFA	10.0%		1	<u>\$3,270</u>
HS Honor society	1.5%		1	<u>\$491</u>
HS Yearbook	<u>7.5%</u>		1	<u>\$2,452</u>
JH Yearbook				\$500
HS Art Club	3.0%		1	<u>\$981</u>
JH Art Club	3.0%		1	<u>\$981</u>
AD	15.0%		1	<u>\$4,905</u>
JH AD	10.0%			<u>\$3,270</u>
Students Against Destructive Decisions	4.0%			<u>\$1,308</u>



Lunchroom Supervisor           \$12 per day, with  
  maximum of \$2,100  
  per year

- 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).





