

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CYPRESS ELEMENTARY DISTRICT NO. 64

AND

**CYPRESS ELEMENTARY
EDUCATION ASSOCIATION, IEA/NEA**

2017 - 2019

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Comment [r1]: Page numbers need to be adjusted

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ARTICLE I

RECOGNITION

- 1.1 The Cypress Elementary Board of Education District #64, Johnson County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Cypress Education Association IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for regularly employed full and part-time certified employees. Excluded: all supervisory and managerial employees as defined by the Illinois Educational Labor Relations Act.
- 1.2 The term "Employee", "Bargaining Unit Member", or "Teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association.
- 1.3 The term "days" when used in this agreement shall, except where otherwise indicated, mean working days.
- 1.4 The Board will not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or in negotiations with the Board.

ARTICLE II

ASSOCIATION RIGHTS

2.1 BOARD MEETINGS - NOTIFICATION/BOARD AGENDA

The President of the Association shall be given written notice of any regular or special meetings of the Board together with one (1) copy of the agenda at least two (2) work days prior to the scheduled time of such meeting. The agenda or statement of purpose of meeting will be provided to the Association President when it is presented to the board.

2.2 BOARD MINUTES - ASSOCIATION COPY

One (1) copy of all board minutes shall be sent electronically or placed in the mailbox of the President of the Association as soon as they have been prepared.

2.3 PERTINENT INFORMATION - ASSOCIATION

The Association shall be furnished on written request all regularly and routinely prepared public information concerning the financial condition of the school including the Annual Financial Statements and adopted budget. In addition, the Board and the Administration will grant reasonable requests for any other readily available and pertinent public information which may be relevant to negotiations or grievances. Nothing herein shall require the central administration staff to research and assemble information. This article should not be construed to limit the right to obtain information that the Association is otherwise entitled to by law.

2.4 ASSOCIATION MEETINGS

The Association shall have the right, upon approval of the Building Principal or Superintendent, to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extracurricular programs. All meeting areas shall be approved by the Superintendent. Whenever special custodial service is required, the Board may make a reasonable charge for this service.

2.5 ASSOCIATION COMMUNICATION

The Board agrees that a bulletin board shall be provided for the use of the Association in the teachers' workroom for posting notices of activities and other matters of Association concern. The Association may use teacher school mailboxes for Association matters.

2.6 ASSOCIATION LEAVE

In the event that the Association desires to send a representative to a state or national conference, a representative of the Association shall be excused without loss of salary or benefits in accordance with the following:

- A. The total maximum number of days shall not exceed two (2).

- B. The President of the Association shall submit a written request to the Superintendent at least one (1) week in advance of anticipated usage.

2.7 COPY MACHINE USE BY ASSOCIATION

The Association has the right to use the copy machine at cost.

2.8 BOARD CONSULTATION

The Board shall consult with the Association on any considered school district reorganization plans. The Association shall be given an opportunity to make recommendations concerning these matters prior to their adoption.

2.9 UNIFORM - CONTRACT APPLICATION

Both parties agree that the provisions of the Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

ARTICLE III

FAIR SHARE AGREEMENT

- 3.1 Each teacher, 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 a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- 3.2 In the event that the teacher does not pay his/her fair share fee directly to the Association by the effective date of this agreement, the Board shall deduct the fair share fee from the wages of the non-member.
- 3.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 3.4 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - A. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
 - B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 3.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
 - A. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- 3.6 The obligation to pay a fair share fee will not apply to any other teacher who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such teacher is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make a payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1 DEFINITIONS

A grievance shall be any claim by the Association, teacher, or group of teachers that their rights have been impaired or that the teacher has been treated unfairly.

- A. 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 terms, then time limits shall consist of all week days.

4.2 PROCEDURE

The parties acknowledge that a teacher and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

- A. STEP I---The Association may present the grievance in writing to the immediately involved supervisor, within twelve (12) months of the alleged occurrence, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The written grievance should state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and should state the remedy requested. The Association shall be provided with the supervisor's response, including reasons for the decision, no later than ten (10) days following the meeting.
- B. STEP II---If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or his designee within ten (10) days after receipt of the Step I response. The Superintendent will arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of appeal. The grievant shall be provided with the Superintendent's response, including the reasons for the decision, no later than ten (10) days following the meeting.
- C. STEP III---If the grievance is not resolved at Step II, then the Association may refer the grievance in writing to the President of the Board within ten (10) days of receipt of Step 2 response. The Board President will arrange for a meeting to take place no later than ten (10) days after receipt of the grievance. The grievant shall be provided with the Board's response, including the reasons for the decision, no later than ten (10) days following the meeting.
- D. STEP IV---If the grievance is not resolved at Step III, then the Association may refer the grievance in writing to the American Arbitration which shall act as the administration of the proceedings, according to the Streamlined Labor Arbitration Rules. If a demand

for arbitration is not filed within thirty (30) days of the date for the Step III answer, then the grievance shall be deemed withdrawn. Time limits may be extended by mutual consent.

1. Neither the board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this agreement.

4.3 BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

4.4 RELEASED TIME

Should any meeting held pursuant to Step I-IV above require that a teacher or an Association representative be released from their regular assignment, the teacher and/or Association representative shall be released without loss of pay or benefits.

4.5 FILING OF MATERIALS

All records related to a grievance shall be filed in an Association file separate from the personnel files of the teacher.

4.6 GRIEVANCE WITHDRAWAL

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

4.7 NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

4.8 NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any teacher because of the teacher's participation or refusal to participate in a grievance.

4.9 COSTS

The fees and the expenses of the arbitrator shall be shared equally by the parties.

4.10 POSTPONEMENT

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

4.11 SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

ARTICLE V
BARGAINING

- 5.1 The parties agree to begin bargaining for a successor agreement no later than May 1 of the year that contract expires.

ARTICLE VI

WORKING CONDITIONS

6.1 UNSAFE OR HAZARDOUS WORKING CONDITIONS

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

- A. If the Employee becomes aware of a potentially unsafe, unhealthy, or hazardous condition, the Employee should report the situation to his/her immediately involved supervisor who shall promptly take steps to correct any unsafe, unhealthy, or hazardous condition.

6.2 WORK YEAR

The Employee work year shall be no more than 180 days.

6.3 SEVERE WEATHER OR ACT OF GOD DAYS

When school is closed to students due to severe weather or an Act of God, as defined by the State Board of Education, teachers who are unable to report for work because of the condition of the roads and highways shall not be penalized for reporting late, even though an institute day has been called.

6.4 PREPARATION AND PLANNING TIME

Teachers will have an unassigned preparation period of no less than 30 minutes each workday.

6.5 BUILDING AND CLASSROOM KEYS

Each Teacher shall be issued a key to the building and to his/her classroom.

6.6 INTERNAL SUBSTITUTION

Internal substitution by teachers shall be strictly voluntary. If substitution is for more than two (2) hours the Employer shall reimburse the Teacher at the regular substitute rate per hour, in addition to regular pay and benefits.

6.7 PHONE CALLS

Teachers will be able to make and receive phone calls. Personal, long-distance calls will be billed to the teacher's own calling card or made collect.

- 6.8 EMPLOYEE WORK DAY
Certified personnel's work day shall be from 8:00 a.m. to 3:15 p.m. On early dismissal days for students, unless faculty meetings are scheduled, teachers may leave 15 minutes after student dismissal.
- 6.9 TIME FOR PREPARING REPORT CARDS
At the end of each grading period on the first following Thursday or Friday, if that Thursday or Friday is the last day of student attendance for the week, students will be dismissed at 2:00 p.m. Teachers will utilize early dismissal time to work on report cards.
- 6.10 BREAKFAST, LUNCH, AND MILK MONIES
Breakfast, lunch, and milk money will not be collected by the teachers.
- 6.11 SCHOOL CLOSING - LEAVE DAYS
When the school is officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.
- 6.12 SELECTION AND ADOPTION OF TEXTBOOKS, LIBRARY BOOKS, AND OTHER INSTRUCTIONAL MATERIALS
The Board of Education recognizes that the Teachers/Employees of a given grade level or subject area should be the most knowledgeable to select the instructional materials for their subject and/or grade level. The Teachers/Employees shall make recommendations regarding the adoption of textbooks, library materials, and other instructional materials.
- 6.13 EMERGENCY SUPPLIES
The Employer shall provide each classroom and work area with a first aid kit and earthquake kit. The Employer will provide all necessary paperwork and forms by September 1 to go in the kit.
- 6.14 PARENT-EMPLOYEE CONFERENCES
Any Employee required to conduct Parent-Employee conferences shall be released from his/her teaching duties. Parent-Employee conferences will not be scheduled in such a way that Employees are required to work more hours than a regular school day.

6.15 EMPLOYER-TEACHER COMMITTEES

The Employer will ask teachers to be on committees to help and assist in developing and reviewing plans for the health, safety, and preparedness for the Employees and students. Participation on such committees will be voluntary or appointed by C.E.A. Such plans are expected to cover contingency plans for a wide variety of safety risks, including but not limited to:

- 1) suspicious or unwanted persons on work site
- 2) fire
- 3) earthquake
- 4) evacuations
- 5) emergency school closings
- 6) weapons on the school property
- 7) student violence
- 8) hazardous, unsafe, or unhealthy working conditions

6.16 Faculty Absence and Substitute Policy

If a Teacher plans to be absent for any pre arranged reason (ex. Work shop, jury duty, doctor appointment, or other known appointment) they will make arrangements to secure a substitute to cover the Teacher's class. These arrangements must be submitted to the office.

In the case of illness or an unplanned absence that occurs on the day of said absence, it is the job of the Teacher to contact: the school administrative assistant and/or administration as soon as possible. They will make arrangements for a substitute.

ARTICLE VII

LEAVES

7.1 SICK LEAVE

The Board will grant fifteen (15) days sick leave at full pay at the beginning of each school year. If a teacher has not used the full amount of the annual leave allowed at the end of the year, the unused amount shall accumulate from year to year.

- A. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, including but not limited to, disabilities caused or contributed to by pregnancy, miscarriage, medically-related pregnancy termination, childbirth, and recovery there from. Disabilities in excess of six (6) weeks shall require a doctor's note.
- B. The teacher may use leave days to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, children, and parents.
- C. The teacher may use leave days for illness or death in the immediate family. Immediate family shall be interpreted as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, as well as son-in-law and daughter-in-law.
- D. The teacher may use up to four (4) sick days per death to attend the funeral of any one person not listed in 6.1C. More than four (4) days could be used with Board approval.
- E. The Employer shall furnish each employee with a written statement at the beginning of each employee work year setting forth the total sick leave credit.

7.2 JURY DUTY

- 1. The Board shall pay the regular salary to any Teacher called for jury duty, or who is subpoenaed to testify during work hours before legal and/or administrative panel.
- 2. Wages received for such duties shall be reimbursed to the district but only for the working days when the Teacher was absent, and not to include any compensation received for food or travel.

7.3 PROFESSIONAL LEAVE

At the beginning of each school year each Teacher shall be credited with three (3) days to be used for Teacher's professional business. Professional business days may be used for any professional purpose associated with their teaching assignments at the discretion of the Teacher. The Teacher shall notify his/her principal/supervisor at least one (1) week in advance of his/her use of a professional day. Professional business days may be used for any professional purpose, including but not limited to the viewing of other instructional techniques or programs, conferences, workshops, or seminars conducted by colleges, universities, and the IEA and NEA and/or affiliate departments thereof. Two additional days may be allowed at the administration's request. Up to \$50.00 in registration fee will be allowed as well as mileage as provided in Article 7.11. If the administration requests teachers' attendance, then no more than two (2) additional teachers can request professional leave at the same time.

7.4 LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year with or without pay shall be granted to tenured Teacher, upon application, for the purpose of participation in:
 - 1. Exchange teaching programs in other states, territories, or countries;
 - 2. Foreign or military teaching programs;
 - 3. Peace Corps, Teacher Corps, Job Corps as a full-time participant; or
 - 4. Cultural travel or work programs related to his/her professional responsibilities;
 - 5. Other reasons approved in advance by the Cypress Board of Education
- B. The Teacher shall give ninety (90) days written request before leave begins.
- C. To qualify for such leaves the Teacher shall state his/her intention to return to the district.
- D. The Teacher shall advance the number of steps on the salary schedule equivalent to the time on leave.
- E. The contractual service status of a Teacher shall not be affected because of absence while on leave as provided herein.

7.5 PERSONAL LEAVE

The Board will grant three (3) days per school year with full pay for personal business. Any days or half days not used during the year will be added to the accumulative sick leave of the teacher.

7.6 MATERNITY/PATERNITY/CHILD-REARING LEAVE

1. The Employer shall grant a Maternity/Paternity Leave of Absence without pay or loss of accrued sick leave, tenure, or seniority to any Teacher who submits a written request one month prior to such leave.
2. The effective date of this leave shall be established by the Teacher.
3. This leave shall be for no more than one (1) year per child.

ARTICLE VIII

EMPLOYEE RIGHTS

8.1 SCHOOL CODE RIGHTS

The Board agrees to abide by all provisions of the School Code relevant to the rights of teachers. Nothing contained herein shall be construed to deny any teacher his/her rights under the School Code of State of Illinois or under other applicable laws and regulations.

8.2 DUTY FREE LUNCH PERIOD

Each Teacher shall be entitled to a duty free lunch period as required by the Illinois School Code of at least thirty (30) minutes or equal to the student's lunch period whichever is greater. Teachers may leave the building during lunch period.

8.3 REQUISITION POLICY

Each teacher shall be given \$175.00 for each grade/class to submit requisition requests for materials and supplies (other than textbooks) needed for daily teaching responsibilities for the following school term. Requisition requests shall be submitted before the last day of school. Teachers shall be informed of the administration's decisions on these requests no later than the July board meeting by electronic notification ~~in~~ the mail.

8.4 GRADES

Teachers shall maintain the rights and responsibility to determine grades and other evaluations of students, and no grades or evaluations shall be changed without the Employee's authorization.

8.5 JUST CAUSE DISCIPLINE

No Teacher shall be disciplined without just cause.

8.6 REPRESENTATION AT DISCIPLINE/EVALUATION MEETINGS

In the event an administrator requires a Teacher to attend a meeting for the purpose of evaluating or disciplining said Teacher, the Teacher, upon request, may have an Association representative present. The Teacher shall be given prior written notice of the reasons for such a meeting two (2) days in advance.

8.7 ASSAULT ON TEACHER

Any case of assault on a teacher shall be promptly reported to the Board or its designee. The Board shall provide competent legal assistance to the teacher regarding legal assistance to his/her rights or obligations with respect to an assault.

8.8 TEACHER VACANCIES

A. The Employer shall notify all teachers of all vacancies within the district. A vacancy shall be defined as any opening in a newly created position or any opening in a bargaining unit position which occurs as a result of an employee's resignation, retirement, promotion, reassignment, transfer or termination which the Board decides to fill and is not filled by an involuntary reassignment or transfer of current bargaining unit personnel.

B. Teachers interested in applying for a vacancy shall submit an application to the Superintendent no later than ten (10) school days after the vacancy notice is posted.

C. The Board shall fill vacancies by selecting an internal or external applicant in accordance with the Illinois School Code, 105 ILCS 5/24-1.5.

8.9 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

A Teacher shall be given written notice of his/her assignments (room and grade level to be taught) for the forthcoming year no later than June 1. In the event changes in such assignments are proposed, the Teacher affected shall be consulted. In the case of an emergency, after giving due notice, the assignment may be changed later than June 1.

8.10 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING

A Teacher shall be responsible to only one supervisor, said supervisor to be designated by the Employer at the beginning of each school year with written notification provided to each Teacher.

8.11 MILEAGE ALLOWANCE

Employees shall be paid mileage at the same rate approved by the Internal Revenue Service for all approved mileage to perform their assigned duties.

8.12 RULES AND REGULATIONS

A. All policies, regulations, and rules of the Employer must be published and distributed to the Employees. Copies of rules, regulations, and policies shall be distributed to each Employee on the first day of school. Additionally, copies shall be made available to anyone who requests one from the administration.

B. Rules and Regulations governing Employee conduct shall be reasonable, and enforcement of Employee discipline shall be fair.

ARTICLE IX
PERSONNEL FILE

9.1 **PLACEMENT OF MATERIALS IN FILE**

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Any materials not contained in the teacher's personnel file, may not be used to discipline the teacher.

9.2 **RIGHT TO EXAMINE FILE**

A teacher shall have the right to examine and review the contents of his/her personnel file in the presence of an administrator or employer and to have a representative of the Association accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such view.

9.3 **RIGHT TO REPRODUCE MATERIALS**

Upon request, the teacher will reproduce one (1) copy of any materials in his/her personnel file. The teacher will reimburse the employer for the copies at cost.

9.4 **RIGHT TO GRIEVE MATERIALS IN FILE**

In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the teacher's file.

ARTICLE X

REDUCTION IN FORCE/SENIORITY

10.1 REDUCTION-IN-FORCE POLICY

If the Board of Education determines, because of economic necessity, to decrease the number of teachers or to discontinue some particular type of teaching service, the Board will dismiss teachers, according to the Sequence of Honorable Dismissal List.

10.2 HONORABLE DISMISSAL

Teachers so dismissed will receive notices of honorable dismissal.

10.3 TEACHING ASSIGNMENTS AND TRANSFERRING TEACHER'S POSITIONS

Neither this reduction-in-force policy nor a teacher's tenure status may preclude the Board, in its discretion, from either making teaching assignments or transferring teachers to positions for which they are legally qualified.

10.4 FILLING OF VACANCIES

Teachers shall have recall rights consistent with the Illinois School Code, 105 ILCS 5/24-12(b). The Board will tender such vacant position to the teacher honorably dismissed from Group 3 or 4, who is legally qualified to hold such position. Vacant positions include full-time and part-time teaching assignments, but do not include substitute positions (positions becoming vacant because of leaves, whether paid or unpaid). A teacher honorably dismissed retains his/her tenure status and all accumulated seniority excluding the period of lay off.

10.5 ELIGIBILITY FOR RECALL

To be eligible for recall, the honorably dismissed teacher must provide the Board of Education in writing, prior to the last day of the school term of dismissal, with the address and phone number where such teacher may be reached. The teacher must also notify the Board of Education in writing, within fourteen (14) days of mailing or within fourteen (14) calendar days of the receipt of the offer, whichever shall first occur. If a teacher rejects an offer of a full-time vacant position, the teacher shall be placed at the end of the recall list.

10.6 SENIORITY SHALL BE DEFINED AS FOLLOWS:

- A. Years of continuous service as a teacher in the school district; provided, however, that less than full-time service shall be computed on a pro-rate basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.

- B. If the years of continuous service are equal between two or more teachers, seniority shall be determined by total years of teaching service with the school district.
- C. If total teaching service with the district is equal as between two or more teachers, then seniority shall be determined by placement on the salary schedule, i.e., the teacher with the highest salary shall be deemed the most senior.

10.7 LEGAL QUALIFICATIONS OR LEGALLY QUALIFIED

Legal qualifications or legally qualified shall be defined as all statutory and regulatory prerequisites for teaching a particular subject or grade, including but not limited to, the certification requirements of Article 27 of the School Code and the academic experience requirements of State Board of Education Document No. 1 (or its successor or supplementary requirements) in effect at the time of dismissal and or recall.

10.8 Sequence of Honorable Dismissal

A Joint Reduction in Force Committee shall be made up of two (2) CEA members and two (2) Administration/ Board members. The RIF Committee shall convene each year prior to December 1 and shall discuss the reduction in force items as identified by statute. The District will provide the Association President and members of the Joint RIF Committee with a copy of the Sequence of Honorable Dismissal List at least seventy-five (75) calendar days before the end of the school year. Such list shall be based on 1) certification and qualifications, 2) performance evaluations and 3) seniority for Groups 3 and 4, and seniority will be the tiebreaker for Group 2.

ARTICLE XI
RETIREMENT

11.1 **EARLY RETIREMENT OPTION**

A teacher who is between the ages of 55 and 60, with at least 20, but less than 35 years of creditable TRS service may retire under the Teachers' Retirement System (TRS) Early Retirement Option (ERO) by submitting a written letter of intent to retire to the Board of Education by September 1 of the school year prior to retirement. The Employer agrees to honor the request of a teacher who is eligible for early retirement.

11.2 **PRE-RETIREMENT INCENTIVE**

Teachers, who have more than 20 years of creditable TRS service within District #64 and will be at least age 55 by December 31 of the year in which their effective date of retirement occurs, may take advantage of this pre-retirement incentive. As many as the last six years of a teacher's career may be included in the pre-retirement period. An irrevocable letter of intent establishing the date of retirement will create and determine the length of the pre-retirement period. During the pre-retirement period, the teacher's TRS creditable earnings shall be the maximum of 6% for each year of the pre-retirement period.

Letters of intent must be filed by September 1 of the year up to, and including, the school year of retirement. The pre-retirement period may be from 1 to 6 years in duration depending upon when the letter of intent is received and the specified effective date of retirement.

Each September 1 will extend by an additional year the pre-retirement options provided by this agreement.

ARTICLE XII

COMPENSATION AND FRINGE BENEFITS

12.1 SALARY SCHEDULE AND SUPPLEMENTAL JOBS STIPENDS

The salary schedule and supplemental jobs stipends shall be as set forth in Appendices C and D, which are attached to and incorporated in this agreement.

12.2 PAY DAYS - PAYROLL INSTALLMENTS

Each employee shall be paid on the 1st and the 15th of each month. The employee will be paid in 24 equal installments.

12.3 PAY DAYS - SCHOOL NOT IN SESSION

If a regular pay date, during the school year falls on a day when the school is not in session, the Employees shall receive pay on the last day that school is in session. During the summer, checks shall be available on the appropriate payday or if requested mailed to reach employee on the appropriate payday.

12.4 FULL EXPERIENCE CREDIT

The teacher shall move vertically down the salary schedule receiving full credit for teaching experience outside or inside the district.

12.5 BOARD PAID RETIREMENT

In addition to the scheduled salary, the Board agrees to pay the full-time teacher's share of TRS contribution benefits.

During the term of this contract, if the State of Illinois and/or TRS increase TRS contributions, the contract may be reopened for mid-term negotiations, upon the demand of either party, to negotiate the amount of Board paid TRS contributions.

12.6 ADDITIONAL CREDIT

Credit for additional training must be registered with the Superintendent's office by October 30th.

12.7 Incentive to Promote Teacher Attendance

Teachers using fewer than 1 leave day in the prior school year, shall be awarded a \$500.00 bonus. Fewer than 1 leave day shall be defined as missing no more than 7 clock hours.

ARTICLE XIII

NO STRIKE PROVISION

- 13.1 The Association agrees not to strike or engage in a work slowdown during the term of this agreement over a dispute concerning any term or condition of employment which is specifically and expressly contained within this Agreement and which is subject to the binding arbitration provision.

ARTICLE XIV

SEPARABILITY

- 14.1 In the event any of the provisions of this Agreement or any application of this Agreement to any Teacher is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but continued in full force and effect.

ARTICLE XV

EMPLOYEE EVALUATION

15.1 Evaluation Procedures

The following procedures shall be used by the Administration concerning teacher evaluations:

- A. The evaluator shall inform teachers in writing of the evaluation procedures, standards, job descriptions, and instruments to be used, as well as, who will observe and evaluate his/her performance.
- B. Tenured teachers who receive either an “excellent” or “proficient” performance evaluation rating in his or her last evaluation shall receive a performance evaluation once every **two** year. The evaluation shall [include at least](#) two (2) observations, one of which must be formal.
Tenured teachers who receive a “needs improvement” or “unsatisfactory” performance evaluation rating in his or her last evaluation shall receive a performance evaluation the following school year. Teachers who receive a summative rating of Unsatisfactory will be evaluated, upon teacher request, the next two (2) consecutive school term years, not including remediation evaluations. The performance evaluation shall include [at least](#) three (3) observations, two (2) of which must be formal.
Non-tenured teachers shall receive a performance evaluation each year. The performance evaluation shall include [at least](#) three (3) observations, two (2) of which must be formal. Teachers who do not receive their respective evaluation in the year they are due will automatically receive a Performance Evaluation rating of Proficient.
- C. Each formal observation shall be preceded by a conference between the evaluator and the teacher. Teachers shall be informed of their pre-conferences at least (1) one week in advance. In advance of the conference the teacher shall submit a written lesson plan or evidence of planning for instruction. During the pre-conference, the teacher and evaluator shall discuss the lesson and mutually establish a time for the formal observation.
- D. The length of a formal observation will be no less than forty-five (45) minutes, a complete lesson, or a regular class period. Additional formal observations may be done as agreed on by evaluator and teacher.
- E. If the formal observation is canceled by the teacher or evaluator, a rescheduling of the formal observation must again be determined by mutual agreement between the teacher and evaluator.

- F. A post-conference meeting between the teacher and evaluator to discuss the evidence collected during the formal observation will be held within five (5) working days of the formal observation. The evaluator will provide written (electronic or paper) feedback to the teacher.
- G. The evaluator may conduct informal unannounced observations of a teacher's performance. Such information may be used in determining the teacher's performance evaluation rating. [Following an informal observation, the qualified evaluator shall provide feedback to the teacher either orally or in writing \(electronic or paper\) and if the feedback is in a written format, also provide the teacher with an opportunity to have an in-person discussion with the evaluator.](#)
- H. A copy of the signed performance evaluation will be placed in the teacher's personnel file, and a second copy will be given to the teacher. The teacher will have the right to submit a written response and attach documents to the performance evaluation.
- I. Any tenured teacher receiving an "unsatisfactory" performance evaluation rating, shall be informed of such have a remediation plan developed and implemented in accordance with Chapter 122, Section 24A-5, of the School Code. Any tenured teacher receiving a "needs improvement" shall be informed and have a professional development plan developed.
- K. See Appendices A [and](#), B for teacher job descriptions, [and](#) standards.

15.2 Development of Evaluation Tools

Administration and Teachers will work collaboratively to develop all Teacher evaluation tools.

ARTICLE XVI
DURATION OF CONTRACT

16.1 This Agreement shall be in effect as of the first day of the 2017-2018 school year and will continue in effect until midnight the day before the first day of the 2019 - 2020 school year.

PRESIDENT
CYPRESS EDUCATION
ASSOCIATION

PRESIDENT
BOARD OF EDUCATION

DATE

DATE

CHAIRPERSON/MEMBER

CHAIRPERSON/MEMBER

DATE

DATE

JOB DESCRIPTION FOR TEACHERS

The teacher of today cannot be concerned only with teaching subject matter. There are duties which the teacher must perform in the modern school system. The duties of teachers are as follows:

1. Guidance for the school life of the pupil in order to deal systematically with his needs.
2. Interpretation of social forces that affect the curriculum and participation in a continuous development of the curriculum.
3. Sponsorship of extra-curricular activities in order to promote social development of students.
4. Cooperation in the equipping of the school and care of property.
5. Partnership in the enterprise of conducting the school and of accepting responsibility for the keeping of records and the making of reports.
6. Understanding of broad social need sufficiently adequate to participate in community responsibilities.
7. Understanding of the legal and administrative aspects of state school organizations.
8. Understanding of the relationship of education to the local, state and federal government.
9. Understanding of local school organization in order that the teacher may know for what and to whom he is directly responsible.
10. Cooperation with the principal in the common enterprise - the possible education for every individual pupil to the end that he may be a good citizen of the community, the state, the nation and the world.
11. Knowledge of the purpose of the various educational organizations and the activities which they attempt to carry on in the interest of the profession and the system of public education.
12. Realization that continual professional growth is an obligation that goes with professional security.
13. Understanding that improved economic security is a result of public and professional awareness of the school's needs for keeping pace with changing society.

STANDARDS

The following is a list of statements describing the expected levels of behavior and performance for teachers.

1. Certified staff shall show evidence of prior planning and thorough presentation of appropriate instructional materials.
2. Certified staff shall show evidence of skills in execution of teachers' lessons and objectives.
3. Certified staff shall provide a varied and abundant opportunity for individual students and groups to participate in discussion and other appropriate activities.
4. Certified staff shall demonstrate a thorough command of the subject matter and its relevance to other disciplines.
5. Certified staff shall provide an atmosphere which is positive for good learning, promote students' safety while being attractive, and comfortable.
6. Certified staff shall demonstrate their ability to meet all required tasks and assignments.
7. Certified staff shall demonstrate a clear understanding of creating and promoting a positive school image.
8. Certified staff shall demonstrate a desire to maintain and upgrade their educational skills and knowledge.

**CYPRESS DISTRICT #64
SALARY SCHEDULE
2017/2018 – 2018/2019**

STEP	BS	W/TRS	MS	W/TRS
1	\$32,410	\$35,630	\$33,920	\$37,290
2	\$32,870	\$36,135	\$34,450	\$37,872
3	\$33,330	\$36,641	\$34,980	\$38,455
4	\$33,790	\$37,147	\$35,510	\$39,037
5	\$34,250	\$37,652	\$36,040	\$39,620
6	\$34,710	\$38,158	\$36,570	\$40,203
7	\$35,170	\$38,664	\$37,100	\$40,785
8	\$35,630	\$39,169	\$37,620	\$41,357
9	\$36,090	\$39,675	\$38,130	\$41,918
10	\$36,550	\$40,181	\$38,620	\$42,456
11	\$37,010	\$40,686	\$39,220	\$43,116
12	\$37,470	\$41,192	\$39,750	\$43,699
13	\$37,930	\$41,698	\$40,280	\$44,281
14	\$38,390	\$42,204	\$40,810	\$44,864
15	\$38,850	\$42,709	\$41,340	\$45,447
16	\$39,310	\$43,215	\$41,870	\$46,029
17	\$39,770	\$43,721	\$42,400	\$46,612
18	\$40,230	\$44,226	\$42,930	\$47,195
19	\$40,690	\$44,732	\$43,560	\$47,887
20	\$41,150	\$45,238	\$43,990	\$48,360
21	\$41,610	\$45,743	\$44,520	\$48,943
22	\$42,070	\$46,249	\$45,005	\$49,476
23	\$42,530	\$46,755	\$45,580	\$50,108
24	\$42,990	\$47,261	\$46,110	\$50,690
25	\$43,450	\$47,766	\$46,640	\$51,273
26	\$43,910	\$48,272	\$47,170	\$51,856
27	\$44,370	\$48,778	\$47,700	\$52,438
28	\$44,830	\$49,283	\$48,230	\$53,021
29	\$45,290	\$49,789	\$48,760	\$53,604

See attachment for Supplemental Job Stipends.

Appendix D

**CYPRESSGRADE SCHOOL
SUPPLEMENTAL JOB STIPENDS
2017/2018 – 2018/2019**

Position	Year
Dean of Students	\$ 500
Athletic Director	\$ 1,200
Technology	\$500
Head Boys Basketball	\$1,645
Ass't Boys BB Coach	\$ 705
Head Girls BB Coach	\$ 1,645
Ass't Girls BB Coach	\$705
Head Baseball Coach	\$ 770
Ass't Baseball Coach	\$330
Head Softball Coach	\$ 770
Ass't Softball Coach	\$330
BoysTrack Coach	\$ 400
Girls Track Coach	\$ 400
Head Cheer Coach	\$ 400
Ticket Taker	\$ 20
Clock Keeper	\$ 20
Olympiad	\$50
Yearbook	\$100
8 th Grade Sponsor	\$150
Student Council	\$50

*** TRS WILL BE PAID ON THESE SALARIES IF THE POSITION IS FILLED WITH CERTIFIED STAFF**

