

CONTRACT AGREEMENT

BETWEEN

CORNELL DISTRICT #426 BOARD OF EDUCATION

AND THE

CORNELL ELEMENTARY EDUCATION ASSOCIATION

2016-2017

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ARTICLE I
RECOGNITION

- 1.1. The Board of Education of Cornell Grade School District #426 recognizes the Cornell Elementary Education Association, hereinafter the "Association," as the sole negotiation agent for all teachers employed at least fifty percent (50%) of a school day.

- 1.2. The term "teacher" when used hereinafter shall refer to all teachers of District #426 represented by the Association in the negotiation agreement as determined in paragraph 1.1.

ARTICLE II
NO STRIKE CLAUSE

- 2.1. While terms of this agreement are in effect, the Association and/or any members of the teaching staff shall not participate in picketing or strikes against the Board of Education or District #426. The Board of Education and/or District shall not participate in any lockouts against the Association or its members.

ARTICLE III
GRIEVANCE PROCEDURE

3.1. Definitions

- 3.1.1. A grievance is a claim by the Association, an employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
- 3.1.2. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.
- 3.1.3. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

3.2. Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

3.2.1. Step 1

The grievant shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved teacher within ten (10) days after the receipt of the grievance.

3.2.2. Step 2

If a grievance is not resolved at Step 1, the aggrieved may refer the grievance to the Superintendent's official designee within ten (10) days after the receipt of the Step 1 answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

3.2.3. Step 3

If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without the issuance of the Superintendent's written reply, the grievant may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed thirty (30) days of the date for the Step 2 answer, then the grievance shall be deemed withdrawn.

- A. Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.
- B. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his decisions must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.
- C. Each party shall bear the full costs for its representation in the grievance procedure.
- D. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.
- E. Each party shall share equally the cost of the arbitrator and the AAA.

3.2.4. Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrators' failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

3.2.5. Any investigation, handling, or processing of any grievant shall be conducted so that instructional programs and related work activities of the grievant of the teaching staff are not interrupted.

3.2.6 Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2 if mutually agreed upon by the employee and the Superintendent.

3.2.7. Class grievances involving one or more teaches or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

- 3.2.8. The Board acknowledges the right of the teacher to have a local Association representative present, if the grievant requests one, at Step 2 and any Association representative, if the grievant requests one, present at Step 3. No teacher shall be required to discuss any grievance if the Association representative is not present, if one is requested.
- 3.2.9. No reprisals shall be taken by the Board or the Administration against a teacher because of his/her participation in a grievance.
- 3.2.10. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meeting specified in 3.2.2.
- 3.2.11. All records related to a grievance shall be filed separately from the personnel files of the teachers.
- 3.2.12. A grievance may be withdrawn at any level without establishing precedent.
- 3.2.13. If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of the Agreement, the Board shall not be required to process the said claim or set the facts through the grievance procedure.

ARTICLE IV
ASSOCIATION RIGHTS

4.1 The Board shall furnish a copy of the District's Policy Manual to the Cornell Elementary Education Association. It is understood that the Board will keep the Policy Manual updated.

4.2 A copy of the approved minutes from each Board meeting shall be placed in the mailbox of the Cornell Elementary Education Association President by the end of the next school day after approval.

4.3 Fair Share

4.3.1 Fair Share Fee

Each employee, 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. This provision excludes any teacher who was employed by the District prior to the implementation of this Agreement and any teacher who is currently a non-association member and has, by the effective beginning date of this contract given written notice of intent to retire. However, if any of the above-mentioned teachers elect to join the Association, they will waive the exclusion to the Fair Share fee should they later drop their membership.

4.3.2 Deduction of Fair Share Fee by the Board

In the event that the Employee 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.

4.3.3 Payment of Fair Share Fee to Association

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

4.3.4 Association's Legal Defense Obligation

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the 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.

- (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.

4.3.5 Employer “Hold Harmless”

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer’s non-negligent compliance with this Article. 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.

4.3.6 Fair Share Objections

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, 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 payment on 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.

- 4.4 No less than ten (10) work days prior to the adoption of the school calendar by the Board, the Board shall accept input from the Association. The Superintendent and/or designee(s) will invite the Association to submit its views and comments on the proposed calendar for next year prior to preparing the calendar and will consider such views and comments in formulating the calendars, including such items as: the starting date for next school year; the starting, ending, and length of winter break and spring break.

ARTICLE V
EMPLOYMENT CONDITIONS

5.1 The workday for certified personnel shall be from fifteen (15) minutes prior to the opening bell until thirty (30) minutes after the dismissal bell. In no event shall the normal workday exceed seven (7) hour and forty-five (45) minutes. The School Board shall determine the actual school day. The employment year for all full-time teachers will not exceed 180 working days. No teacher shall be required to perform Breakfast Duty, but if they are asked and accept to substitute for the regular Breakfast Duty Supervisor, a stipend of ten dollars (\$10.00) per day will be paid.

5.1.1 Planning Time

All certified staff will have a minimum of two hundred (200) minutes of planning time in a normal five (5) day week.

5.1.2 Half Day Defined

A Half Day shall be defined as three and one-half (3.5) hours of student contact time. This definition shall be used for leave and substitution purposes. This definition will be used even if the 3.5 hour time frame falls within a scheduled class period.

5.2 Full-time certified personnel shall be entitled to a duty-free lunch period of thirty (30) consecutive minutes, unless willingly relinquished on the part of the teacher(s). If the teacher voluntarily relinquishes a portion of his/her lunch period to supervise children in the gym or on the playground, the teacher shall be paid at the rate of ten dollars (\$10.00) per day.

5.3 Any teacher who covers a class for another teacher, forfeiting his or her only preparation period for that day, shall be compensated at the rate of fifteen dollars (\$15.00). Such substitution shall be arranged by the building administrator and the teacher must submit a written request for payment using the "In-House Substitution Reimbursement Form." Payment for in-house substitutes will be paid twice a year (during January and June).

5.4 Every effort shall be made to have monthly staff meetings.

5.5 If the Board requires the teacher to further their education by taking additional course work, the Board will reimburse the teacher at a rate equal to Illinois State University current hourly rate for graduate credit. The number of hours paid by the Board shall not exceed that which is required by the Board.

- 5.6 The District will reimburse teachers for approved school-related travel at the Internal Revenue Service rate that is in effect at the start of each school year (July 1). The rate will remain in effect for the entire school year. Request for reimbursement must be submitted in writing to the building administrator using the Mileage Expense Claim Form.
- 5.7 The following language and procedures will apply to Extra-Curricular positions:
- A. Open extra-curricular positions will be posted in the teacher's lounge and via email for at least seven (7) calendar days prior to being filled.
 - B. Any extra-curricular position held by a non-bargaining unit member will be posted, using the procedures above, prior to the end of the school year to give bargaining unit members the opportunity to apply.
 - C. If equally qualified, preference shall be give to bargaining unit members over non-bargaining unit members when filling extra-curricular positions.
 - D. Compensation paid to bargaining unit members will be incorporated into their regular payroll and treated as creditable earnings for TRS purposes.
- 5.8 Discipline for all teachers shall be for just cause and shall be progressive in nature.
- 5.9 Discipline will include verbal warnings, written warnings, suspensions and possible dismissal.
- 5.10 Teachers will be notified of any information placed in their personnel file. Teachers have the right to respond, in writing, to any item in their personnel file, including evaluations. Teachers also have the right to view their personnel file and make copies as desired.

ARTICLE VI
TEACHER EVALUATIONS

6.1 Formal evaluations shall be conducted with the knowledge of the teacher at mutually agreed upon dates and times and shall be preceded by a conference between a qualified evaluator and teacher. The teacher shall submit a written lesson or unit plan or other evidence of planning for instruction to be observed. The evaluator will discuss and make recommendations for areas of focus during observation. A formal observation will be a minimum of 45 minutes at a time, or completion of a lesson or during an entire class period. Any informal observation evidence used for the formative or summative rating must be presented to the teacher to discuss evidence collected and provide feedback. The teacher may provide additional information or explanation about the lesson presented.

All formal evaluations shall be in writing (either electronic or paper) and a copy given to the teachers within a timely fashion, but not more than twenty-five (25) working days after the formal observation. Evaluative material not given to the teacher in writing may not be used to create the formative or summative rating. The teacher and evaluator shall meet and discuss the evaluation with signatures verifying the meeting, discussion, and receipt of the evaluation by the teacher. If a second meeting is needed, it will be scheduled.

At the start of the school term, the school district shall provide a written notice (either electronic or paper) that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, no later than thirty (30) days after the start of the school term. The notice shall include:

- A copy of the rubric to be used to rate the teacher against identified standards and goals and other tools to be used to determine a performance evaluation rating.
- A summary of the district's procedures related to the provision of professional development of remediation in the event a teacher receives a rating of "Needs Improvement" or "Unsatisfactory," including the procedures outlined in 6.4 of this agreement.

No part of the evaluation procedure, including observation, shall take place in the first three weeks of school or the week before or after winter break. All evaluations must be completed before seventy-five (75) calendar days prior to the end of the school year.

All evaluative material, must be fact-based and supported by evidence.

6.2 All non-tenured teachers will be evaluated twice each school year. All tenured teachers must be evaluated at least every other school year.

6.3 Performance Rating Scale

Four ratings will be utilized for evaluation: Excellent, Proficient, Needs Improvement and Unsatisfactory.

6.4 Remediation Activities

The Teacher Evaluation Form shall identify those areas needing remediation and/or improvement. The remediation called for generally reflects those traits rated unsatisfactory or problematic within the main body of the evaluation report.

When a teacher is rated unsatisfactory and the related deficiencies are considered remedial, the evaluator, in consultation with the teacher and taking into account the teacher's on-going professional responsibilities, including his or her regular teaching assignments, shall, within 30 school days of the evaluation, develop and institute a remediation plan designed to correct these deficiencies. The evaluatee, a qualified evaluator and a consulting teacher will participate in the remediation process.

When a teacher receives a rating of "Needs Improvement," the evaluator, in consultation with the teacher and taking into account the teacher's on-going professional responsibilities, including his or her regular teaching assignments, shall, within 30 school days after completion of the evaluation, develop a professional development plan directed to the areas that need improvement and any supports that the District will provide to address the areas identified as needing improvement. Teachers who complete a professional development plan shall receive a summative evaluation in each of the following two (2) school years.

ARTICLE VII

LEAVES

7.1 Sick Leave

The Board of Education will grant sick leave to each teacher at the rate of twelve (12) days per year. Unused sick days shall accumulate to a maximum of three-hundred sixty 360 days. The Board of Education may require a physician's statement as a basis for pay during leave after an absence of three (3) days for personal illness or as it may deem necessary in other cases.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family or household for the purpose of this Section shall include: father, mother, sister, brother, spouse, child, or grandchild related by blood, marriage, or adoption, grandfather, grandmother, father/mother-in-law, brother/sister-in-law, aunt, uncle, niece/nephew, and legal guardians. Sick leave may also be used for medical and dental appointments for an employee or a member of the household. Absences due to pregnancy related disabilities will also be included under sick leave provisions.

7.2. Personal Leave

Two (2) days are credited to the teacher each year for personal or emergency usage that are outside the sick day total. These days must be approved by the administration and the teacher shall give twenty-four (24) hours notice. Personal leave shall not be granted on the day before or after a holiday, during teacher institute days, and/or during the first and last weeks of school.

If any of the two days are not used, they may count as accumulated sick leave days for the next year if the maximum number of sick leave days has not been reached. One (1) personal leave day not taken, shall be carried over to the next year as a personal leave day to use in one year. Unused personal leave days in excess of three (3) shall accumulate as sick leave at the beginning of the following school year.

7.3. Child Care Leave

Employees who wish to apply for childcare leave without pay shall make written application for the leave with the Superintendent no later than sixty (60) days prior to the date that the leave is to commence. The leave of absence shall be for a fixed period, mutually agreed upon by the employee and Superintendent, but not to exceed one (1) calendar year in duration. Final disposition of the employee's request shall be determined by the Board of Education.

7.3.1 Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the employee may use sick leave days to the extent that she has them.

7.3.2 Sick leave benefits in relation to childcare leave shall be subject to the following:

A. No Leave Requested by the Employee

An employee who has not applied for childcare leave may continue to use sick leave benefits for maternity-based or other disability to the extent the sick leave is available. When an employee exhausts available sick leave, the employee thereafter shall be docked one (1) day's pay for each day of absence.

B. The Relationship of Sick Leave Benefits to Childcare Leave

If an employee has applied for and has been granted childcare leave to commence at some future date but becomes disabled or ill prior to the commencement of the childcare leave, the employee shall have the following option to either:

1. Withdraw the childcare leave request in order to use sick leave: or
2. Elect to immediately commence childcare leave (the ending dates may be revised by mutual agreement) thereby foregoing the use of sick leave benefits for the duration of the leave.

C. Childcare Leave as Scheduled

If an employee begins childcare leave, sick leave benefits shall be unavailable during the childcare leave of absence without pay. Sick leave shall again be available when the employee returns to active employment.

1. Employees who are granted childcare leave shall retain all tenure rights (if applicable) and seniority upon return.
2. Prior to, or at the conclusion of any disability leave of absence, the employee may be required to provide a physician's statement indicating fitness to continue or resume employment in the District.

7.4. Association Leave

In the event that the Association desires to send representatives to regional, state, or national conferences, this representative shall be excused without loss of salary providing the Association reimburses the District for the cost of substitute(s). Not more than two (2) days in any school year will be used for such purposes. A written request for leave shall be submitted to the Superintendent at least one week prior to the date said leave is to commence. Payment to the school for the substitute(s) by the association shall be paid no later than one month following the leave.

7.5. Sick Leave Bank

The Sick Leave Bank is a voluntary bank of employee sick leave days administered by a Sick Leave Bank Committee (SLBC) which shall consist of the Association's President, the District's Bookkeeper and Superintendent. The district's bookkeeper shall record all personal and sick leave days including the number of sick days employees submit to the sick leave bank and the number of sick leave days used by an employee from the sick leave bank. All current employees covered by this contract are eligible to participate in the Sick Leave Bank. FY2007-2008 shall be the start up year and as such each employee who chooses to participate shall donate two (2) days to establish the Bank. Any unused days in the Sick leave Bank will accumulate to the following year.

Forms for enrollment, withdrawing, retirement donation and application for use of sick leave days from the Sick Leave Bank are located in the administrator's office. See Appendix "A", "B" and "C" attachments.

- 7.5.1 Withdrawal of days from the Sick Leave Bank shall be for serious illness on the part of the Employee or family member living within the household only. It shall not be applicable to any disability of the Employee or family member living within the household related to medical procedures which could safely be deferred until a vacation, recess, or other non-work day(s) or hours.
- 7.5.2 In order for a participating Employee to withdraw sick leave days from the Sick Leave Bank, an employee must use all of their accumulated sick leave days through the current school year. Once this condition has been met, the Employee may make application to utilize days from the Sick Leave Bank in ½ day or full-day units. Such request shall be submitted in writing to the SLBC and shall be accompanied by a doctor's verification as proof of need. Due to Health Insurance Portability and Accountability Act (HIPPA), such doctor's verification may only be reviewed and verified by the Superintendent unless the submitting employee gives written authorization for the Association President to review such documentation.
- 7.5.3 Within five (5) workdays after receipt of the request, the SLBC shall determine if the requested day(s) should be approved, provided there are sufficient days available in the Sick Leave Bank. Sick Leave days from the Sick Lave Bank may begin after five (5) work days have passed after the employee has exhausted his/her personal sick days.

7.5.4 If the requested day(s) from the Sick Leave Bank are approved, the SLBC will notify the Superintendent in writing of the name of the Employee and the number of days that are approved from the Sick Leave Bank. The Employee submitting such request will be advised, in writing, by the Association if the requested days are approved or are not approved.

7.5.5 After the initial first year of the Sick Leave Bank each first-year Employee is automatically a participating member of the Sick Leave Bank for the first year of employment. After the first year of employment, to remain a participating member for the Sick Leave Bank, Employees must donate one sick leave day to the Sick Leave Bank.

A. Non-Tenured Full-Time And Part-Time Employees

Non-tenured full-time and part-time employees who are participating members of the Sick Leave Bank may withdraw an maximum of five (5) days per year from the Sick Leave Bank up to a maximum of twenty (20) sick leave days. Continuously enrolled employees will contribute a total of five (5) sick leave days to qualify for the maximum withdrawal of twenty (20) sick leave days. Employees who have exhausted their twenty (20) sick leave day maximum will begin with the ability to withdraw only five (5) sick leave days per year if they are a continuous member in the Sick Leave Bank following the use of their maximum benefit.

B. Tenured Employees

Tenured employees who are participating members of the Sick Leave Bank may withdraw an additional five (5) sick leave days per creditable year of service with the District (maximum of thirty (30) approved sick leave days for their personal illness or disability (maximum of fifteen (15) days for a family member living within the household). Continuously enrolled Employees will contribute a total of five (5) days to qualify for the maximum withdrawal of thirty (30) sick leave days. Employees who have exhausted their thirty (30) sick leave day maximum will begin with the ability to withdraw only five (5) days per year if they are a continuous member in the Sick Leave Bank following the use of their maximum benefit. Example – year 1 = 5 days; year 2 = 10 days.

C. General

Employees who elect not to continue membership in the Sick Leave Bank, but elect to continue membership in a future year, shall be entitled to five (5) sick leave days for each year of continuous membership following their re-enrollment.

7.5.6 An employee who is eligible to receive disability benefits under the Illinois Workers' Compensation Act or who is eligible to receive disability benefits with the Illinois Teachers' Retirement System (TRS) shall not be eligible to receive compensation through the Sick Leave Bank for the same days applicable to Worker's Compensation or TRS.

- 7.5.7 Days remaining in the Sick Leave Bank at the end of one fiscal year will be carried over to the next fiscal year.
- 7.5.8 At the sole discretion of the Association, whenever the Sick Leave Bank day accumulation falls below one hundred forty (140) days by September 15th of any given year, an assessment of one (1) day may be taken from each Employee who has not yet contributed a total of ten (10) days unless he/she notifies the District that they wish to be a non-participant in the Sick Leave Bank. Employees who do not have any accumulated sick leave days at the time of the automatic assessment and wish to continue membership in the Sick Leave Bank shall be assessed one day when he/she gains additional sick leave.
- 7.5.9 At no time may more days be withdrawn from the Sick Leave Bank than have been contributed by the Employees to the Sick Leave Bank.
- 7.5.10 Employees may donate up to fifteen (15) unused sick leave days to the “Sick Leave Bank” upon retirement from the District. Such donations shall be implemented upon the written request of the Employee to the Sick Leave Bank Committee. The aggregate annual donation of such days shall be limited to sixty (60) days.

7.6 Bereavement Leave

Each teacher may use up to the two (2) days per school year for leave connected to the death of a family member for reasons such as arranging burial and funeral rights, funeral attendance, and travel. For this agreement, the family will include parents, spouse, siblings, children, grandparents, grandchildren, parents-in-laws, nieces, nephews, aunts, uncles, legal guardians, stepchildren, stepparents, stepsiblings, and foreign exchange students who lived with your family. One (1) additional day will be granted if you are the executor of an immediate family member's will.

If additional days are necessary, these days will be charged against the individual teacher's sick leave days. Any additional days must be approved by the Superintendent. The Building Administrator may approve the use of one (1) bereavement day of leave for non-family members.

Unused bereavement days will not accumulate and will not be switched into sick leave days at the end of the school year.

ARTICLE VIII
TEACHER COMPENSATION AND FRINGE BENEFITS

8.1 Each employee shall be paid on the basis of 24 equal payments – twice a month. The pay dates are the 5th and 20th of each month. If a regular pay date falls on a day that is a holiday or a weekend the employees shall receive their payment on the last regular business day prior to the pay day.

8.2 The Board agrees to pay one hundred percent (100%) of the major medical and hospitalization policy for each teacher's individual insurance. This policy will also cover dental and vision insurance. The policy is to be determined by the Board of Education.

Insurance coverage for employees will commence on the first day of active employment and will continue until thirty (30) days after the last paycheck or July 30th, whichever is later.

The Board will also provide each employee a term life insurance policy in the amount of \$25,000.

8.3 TRS Contributions

The board agrees to pay four percent (4%) of teacher retirement for all tenured teachers. Starting with the eleventh year (11th) of full time service with the District, the Board agreed to pay an additional one percent (1%) of a teacher's retirement, a total of five percent (5%).

8.4 Retirement Incentive

For the duration of the Agreement only, any Cornell teacher who has completed twenty years (20) or more of creditable service with the school district (Cornell C.C. School District and/or Cornell High School District), who has contributed to the Illinois Teachers' Retirement System (TRS) for at least twenty years, who is fifty-five (55) years of age as allowed by TRS, and whose retirement will not result in a penalty to Cornell C.C. School District 426, shall be eligible for one of the following retirement incentives:

8.4.1 If a qualified teacher gives the Board an irrevocable notice of retirement by November 1st four (4) years prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for each of his/her remaining four (4) years of service.

8.4.2 If a qualified teacher gives the Board an irrevocable notice of retirement by November 1st three (3) years prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for his/her remaining three (3) years of service.

8.4.3 If a qualified teacher gives the Board an irrevocable notice of retirement by November 1st two (2) years prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for his/her remaining two (2) years of service.

8.4.4 If a qualified teacher gives the Board an irrevocable notice of retirement by November 1st one (1) year prior to the year of retirement, the Board shall pay the bargaining unit member a six percent (6%) retirement incentive, inclusive of any other increase in compensation, for his/her remaining one (1) year of service.

Any teacher that gives notice of their intent to retire by the November 1st deadline as noted in 8.4.1 through 8.4.4 may rescind their notice in the next sixty-two (62) days (by February 1st) without penalty. Once the sixty-two (62) days has passed their notice of retirement becomes irrevocable and may not be withdrawn. Salary considerations will be implemented when the sixty-two (62) day notice period has been completed.

This retirement incentive shall not be available to any teacher whose retirement would give rise to an Early Retirement Option penalty or any other penalty to the Board. Therefore, once a teacher has given notice of retirement the member will receive a six percent (6%) salary increase for each year following the notice (up to four (4) years) regardless of the stated increase according to the salary schedule. See attached examples of salary calculations. Due to the six percent (6%) limit (Public Act 94-0004), the individual may receive no additional compensation including, but not limited to, extra duty stipends for work outside of the workday.

The employee may only rescind the letter of retirement after the notification deadline and the sixty-two (62) day period if approved by the Board and the employee reimburses Cornell C.C. School District 426 all additional monies received from participation in the retirement incentive. Notwithstanding the deadline for retirement notification, the Board, in its sole discretion may grant approval of a request for the Retirement Incentive submitted after the February 1st deadline. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

The Board will allow up to six (6) teachers to participate in the incentive program as long as TRS rules and regulation permit.

The acceptance of this language is contingent upon legal and TRS approval.

8.5 Tuition Reimbursement

In recognition and encouragement of professional growth, the Board shall provide for tuition and fee reimbursement for college courses satisfactorily completed subject to the following limitations:

1. Reimbursement will be limited to \$500 for each employee in each fiscal year.
2. Reimbursement will be available only for classes that further the education of the employee or provide a benefit to the school district. All classes must be pre-approved by the Superintendent to be eligible for reimbursement.
3. Reimbursement must be requested in writing along with a copy of the grade card indicating the course has been completed with a grade of "B" or better. Reimbursement will be paid in October, February, and/or June after receipt of the appropriate documentation.

- 8.6 Work performed by teachers in the summer shall be compensated at a rate of twenty-five dollars (\$25) per hour. This work will include curriculum development, school improvement work and any other required meetings as approved by the superintendent.

For the teaching of summer school, teachers will be paid for all classroom hours at the above rate. In addition, teachers will be paid for thirty (30) minutes of preparation time, for each day of instruction.

- 8.7 Each certified staff member shall have access to a classroom supply budget of two hundred twenty-five dollars (\$225) for each school year. This budget will be used for supplies and curricular materials not normally supplied by the district. Reimbursement for products purchased shall be requested by the employee on a form provided by the district.

8.8 Lead Teacher Substitute

If the administrator and the Lead Teacher are both absent from the building and the administration appoints a substitute Lead Teacher, said substitute Lead Teacher shall be paid fifty dollars (\$50) for a full day of substitution and twenty-five dollars (\$25) for a half day of substitution. All teachers who are interested in being a substitute lead teacher shall inform the administrator prior to September 7th of each school year. No teachers, other than those that volunteer, shall be obligated to be the substitute Lead Teacher.

ARTICLE IX
REDUCTION IN FORCE AND SENIORITY

- 9.1 Reduction in Force (RIF) shall be implemented only in the event of financial constraints, reduced enrollment, or staff realignment or discontinuance of some particular type of teaching service. Employer will follow the Illinois School Code.
- 9.2 A seniority list shall be developed between September 1 and February 1 of each school year. Teachers shall have fifteen (15) days from the date the list is distributed to notify the superintendent in writing of any errors in the seniority list. The seniority list shall list teachers in order of seniority in the district. Seniority shall attach from the first day of service to the school district. Teachers will be granted seniority in the area that they are currently teaching and any other for which they are qualified. Approved leaves shall not interrupt seniority. Teachers having equal seniority by the method shall be ordered by the criteria in the following order until the tie is broken:
1. Length of total teaching service.
 2. Highest degree attained.
 3. Graduate Hours. Most graduate hours attained and recognized on the salary schedule.
 4. Random selection.
- 9.3 Sequence of Honorable Dismissal List

The Board shall, in consultation with the Association, each year establish a sequence of honorable dismissal list categorized by positions and groupings as provided in the School Code. Copies of the list shall be distributed to the Association as least seventy-five (75) days before the end of the school term.

- 9.4 Any Employee who has been honorably dismissed shall have recall rights as follows:
1. Recall rights shall be in effect from the date of termination through two (2) calendar years from the beginning of the school term next following his/her dismissal.
 2. Recalled Employees shall have the accumulated sick leave, salary schedule position, and seniority when they had been honorably dismissed.
 3. The Employer shall offer available positions to qualified Employees in inverse order of dismissal (last out, first in).

ARTICLE X
ACCEPTANCE AND DURATION OF AGREEMENT

This agreement is signed on the _____ day of _____, 2016. (Terms of this agreement were agreed to in _____, 2016, as recorded in the official minutes of the Board of Education meeting, _____, 2016. The contract is effective from July 1, 2016 to June 30, 2017.

In witness thereof
Cornell Elementary Education Association

In witness thereof
Cornell Board of Education
District #426

President, Amy Petersen

President, Todd Pinkerton

Secretary, Leslie Coughlin

Secretary, Jenny Kindermann

Appendix A

Salary Schedule		2016-17																
Base		30,000	Old Base															
% increase in base		0.01500	% Increase															
New Base Salary		30,450	New Base															
Step		BA		BA + 8		BA + 16		BA+24		BA+32/MA		MA + 8		MA + 16		MA + 24		MA + 32
0	1.00	30,450	1.02	31,059	1.04	31,668	1.06	32,277	1.09	33,191	1.12	34,104	1.15	35,018	1.18	35,931	1.21	36,845
1	1.02	31,059	1.04	31,668	1.06	32,277	1.08	32,886	1.11	33,800	1.14	34,713	1.17	35,627	1.20	36,540	1.23	37,454
2	1.04	31,668	1.06	32,277	1.08	32,886	1.10	33,495	1.13	34,409	1.16	35,322	1.19	36,236	1.22	37,149	1.25	38,063
3	1.06	32,277	1.08	32,886	1.10	33,495	1.12	34,104	1.15	35,018	1.18	35,931	1.21	36,845	1.24	37,758	1.27	38,672
4	1.08	32,886	1.10	33,495	1.12	34,104	1.14	34,713	1.17	35,627	1.20	36,540	1.23	37,454	1.26	38,367	1.29	39,281
5	1.10	33,495	1.12	34,104	1.14	34,713	1.16	35,322	1.19	36,236	1.22	37,149	1.25	38,063	1.28	38,976	1.31	39,890
6	1.12	34,104	1.14	34,713	1.16	35,322	1.18	35,931	1.21	36,845	1.24	37,758	1.27	38,672	1.30	39,585	1.33	40,499
7	1.14	34,713	1.16	35,322	1.18	35,931	1.20	36,540	1.23	37,454	1.26	38,367	1.29	39,281	1.32	40,194	1.35	41,108
8	1.16	35,322	1.18	35,931	1.20	36,540	1.22	37,149	1.25	38,063	1.28	38,976	1.31	39,890	1.34	40,803	1.37	41,717
9	1.18	35,931	1.20	36,540	1.22	37,149	1.24	37,758	1.27	38,672	1.30	39,585	1.33	40,499	1.36	41,412	1.39	42,326
10	1.20	36,540	1.22	37,149	1.24	37,758	1.26	38,367	1.29	39,281	1.32	40,194	1.35	41,108	1.38	42,021	1.41	42,935
11	1.22	37,149	1.24	37,758	1.26	38,367	1.28	38,976	1.31	39,890	1.34	40,803	1.37	41,717	1.40	42,630	1.43	43,544
12	1.24	37,758	1.26	38,367	1.28	38,976	1.30	39,585	1.33	40,499	1.36	41,412	1.39	42,326	1.42	43,239	1.45	44,153
13	1.26	38,367	1.28	38,976	1.30	39,585	1.32	40,194	1.35	41,108	1.38	42,021	1.41	42,935	1.44	43,848	1.47	44,762
14	1.28	38,976	1.30	39,585	1.32	40,194	1.34	40,803	1.37	41,717	1.40	42,630	1.43	43,544	1.46	44,457	1.49	45,371
15	1.30	39,585	1.32	40,194	1.34	40,803	1.36	41,412	1.39	42,326	1.42	43,239	1.45	44,153	1.48	45,066	1.51	45,980
16	1.32	40,194	1.34	40,803	1.36	41,412	1.38	42,021	1.41	42,935	1.44	43,848	1.47	44,762	1.50	45,675	1.53	46,589
17	1.34	40,803	1.36	41,412	1.38	42,021	1.40	42,630	1.43	43,544	1.46	44,457	1.49	45,371	1.52	46,284	1.55	47,198
18	1.36	41,412	1.38	42,021	1.40	42,630	1.42	43,239	1.45	44,153	1.48	45,066	1.51	45,980	1.54	46,893	1.57	47,807
19	1.38	42,021	1.40	42,630	1.42	43,239	1.44	43,848	1.47	44,762	1.50	45,675	1.53	46,589	1.56	47,502	1.59	48,416
20	1.40	42,630	1.42	43,239	1.44	43,848	1.46	44,457	1.49	45,371	1.52	46,284	1.55	47,198	1.58	48,111	1.61	49,025
21	1.42	43,239	1.44	43,848	1.46	44,457	1.48	45,066	1.51	45,980	1.54	46,893	1.57	47,807	1.60	48,720	1.63	49,634
22	1.44	43,848	1.46	44,457	1.48	45,066	1.50	45,675	1.53	46,589	1.56	47,502	1.59	48,416	1.62	49,329	1.65	50,243
23	1.46	44,457	1.48	45,066	1.50	45,675	1.52	46,284	1.55	47,198	1.58	48,111	1.61	49,025	1.64	49,938	1.67	50,852
24	1.48	45,066	1.50	45,675	1.52	46,284	1.54	46,893	1.57	47,807	1.60	48,720	1.63	49,634	1.66	50,547	1.69	51,461
25	1.50	45,675	1.52	46,284	1.54	46,893	1.56	47,502	1.59	48,416	1.62	49,329	1.65	50,243	1.68	51,156	1.71	52,070
26	1.52	46,284	1.54	46,893	1.56	47,502	1.58	48,111	1.61	49,025	1.64	49,938	1.67	50,852	1.70	51,765	1.73	52,679
27	1.54	46,893	1.56	47,502	1.58	48,111	1.60	48,720	1.63	49,634	1.66	50,547	1.69	51,461	1.72	52,374	1.75	53,288
28	1.56	47,502	1.58	48,111	1.60	48,720	1.62	49,329	1.65	50,243	1.66	50,547	1.71	52,070	1.74	52,983	1.77	53,897

APPENDIX B
EXTRA-CURRICULAR SCHEDULE
2016-2017

Sport/Activity	Salary
Baseball	
Softball	
Girls 7 & 8 Basketball	
7 & 8 Head Volleyball	\$2,000.00
7 & 8 Assistant Volleyball	\$1,000.00
7 & 8 Head Boys Basketball	\$2,000.00
7 & 8 Asst. Boys Basketball	\$1,000.00
Head Track	\$1,000.00
Asst. Track	\$ 500.00
Athletic Director	\$2,500.00
Head Math (2 contests)	\$ 650.00
Speech (2 contests)	\$ 650.00
PAWS – Head Sponsor	\$ 500.00
PAWS – Asst. Sponsor	\$ 250.00
Scholastic Bowl Sponsor	\$ 650.00
PBIS Committee (4 Members)	\$ 300.00
Technology Committee (4 Members)	\$ 300.00
Lead Teacher	\$2,500.00
Ticket Taking & Contest Supervision	\$25/event

APPENDIX C
SICK LEAVE BANK ENROLLMENT FORM
(New Hire)

I have read Article VII of the FY 2016-2017 Cornell District 426 Board of Education/Cornell Elementary Education Association Agreement which describes in detail the Sick Leave Bank Terms.

As a new hire, I understand that I am required to contribute one (1) of my sick leave days to the Sick Leave Bank. I also agree to the terms of the Sick Leave Bank and request that one (1) of my sick leave days be assigned to the Sick Leave Bank in my name. This will make me an active Sick Leave Bank member for FY 2016-2017 and will make me eligible for the benefits described in the Agreement under Article VII, Section 7.5 – Sick Leave Bank.

_____ I agree with the terms of the Sick Leave Bank and understand that I am
(Initial) required to contribute one (1) of my sick leave days to the Sick Leave Bank

Teacher's Name

Teacher's Signature

Date

Superintendent's Signature

(Indicates receipt by the Superintendent-not approval by the Superintendent)

Date

APPENDIX D
SICK LEAVE BANK ENROLLMENT FORM

I have read Article VII of the FY 2016-2017 Cornell District 426 Board of Education/Cornell Elementary Education Association Agreement which describes in detail the Sick Leave Bank Terms.

By enrolling in the Sick Leave Bank I agree to donate sick leave days from my personal accumulated sick leave days to the Sick Leave Bank as per the agreement. In FY 2016-2017 all teachers enrolling will donate one (1) sick leave day to the Sick Leave Bank.

I agree to the terms of the Sick Leave Bank and request that one (1) of my sick leave days be assigned to the Sick Leave Bank in my name. This will make me an active Sick Leave Bank member for FY 2016-2017 and will make me eligible for the benefits described in the Agreement under Article VII, Section 7.5 – Sick Leave Bank.

_____ I agree with the terms of the Sick Leave Bank and will donate one (1) sick leave
(Initial) day to join the Sick Leave Bank

_____ I decline the opportunity to be enrolled in the Sick Leave Bank.
(Initial)

Teacher's Name

Teacher's Signature

Date

Superintendent's Signature
(Indicates receipt by the Superintendent-not approval by the Superintendent)

Date

APPENDIX E
REQUEST FOR SICK LEAVE BANK DAYS

As an active member of the Sick Leave Bank, you are eligible to request additional sick leave day from the bank when your sick leave is depleted. This must be approved by the sick leave committee and a letter must be written requesting the days from the Sick Leave Bank.

Per Article 7.5 of the contract bargaining agreement, I am requesting _____ days from the Sick Leave Bank.

Please review my request and advise me of your decision as per our Sick Leave Bank.

Note: In accordance with Article 7.5.2, please attach a doctor's verification (in a sealed envelope) as proof of illness.

Teacher's Name

Teacher's Signature

Date

Superintendent's Signature

(Indicates receipt by the Superintendent-not approval by the Superintendent)

Date

APPENDIX F
RETIREMENT SICK LEAVE BANK DONATION

In accordance with Article 7.5.10 of the contract bargaining agreement, I am donating the following number of sick days to the Sick Leave Bank.

7.5.10 Employees may donate up to fifteen (15) unused sick leave days to the “Sick Leave Bank’ upon retirement from the District. Such donations shall be implemented upon the written request of the employee to the Sick Leave Bank Committee. The aggregate annual donation of such days shall be limited to sixty (60) days.

Number of days: _____ (Example: 4)

Written: _____ (Example: Four)

Teacher’s Name

Teacher’s Signature

Date

Superintendent’s Signature

(Indicates receipt by the Superintendent-not approval by the Superintendent)

Date