

**Flanagan-Cornell
Unit District #74**

2021 – 2022

Master Contract

Flanagan-Cornell Unit District #74 2021-2022 Master Contract

Table of Contents

<u>ARTICLE</u>	<u>Page</u>
I. RECOGNITION	
1.1 Recognition	1
II. NEGOTIATIONS AND PROCEDURES	
2.1 Beginning Date	2
2.2 Good Faith Bargaining	2
2.3 Recess	2
2.4 Quorum	2
2.5 Duration - Location of Meetings	2
2.6 Mediation	2
2.7 Information Requests	2
III. NO STRIKE PROVISION	
3.1 No Strike Clause	3
IV. TEACHER AND ASSOCIATION RIGHTS	
4.1 Personnel Files	4
4.2 Dues	4
4.3 Use of School Building	4
4.4 Use of School Business Equipment	5
4.5 Use of Bulletin Boards/Mailboxes	5
4.6 Care of School Building & Property	5
4.7 Right of Representation	5
4.8 Right of Preparation Period	6
V. WORKING CONDITIONS	
5.1 Work Day	7
5.2 Lunch	7
VI. GRIEVANCE PROCEDURE	
6.1 Definitions	8
6.2 Procedures	8
6.3 Constraints	9

Flanagan-Cornell Unit District #74 2021-2022 Master Contract

Table of Contents

<u>ARTICLE</u>	<u>Page</u>
VII. TEACHER COMPENSATION AND FRINGE BENEFITS	
7.1 Salary	10
7.2 Experience	10
7.3 Payroll Deductions	10
7.4 Credit Hours	11
7.5 Retirement	11
7.6 Teacher Incentive Retirement Plan (TIRP)	12-14
7.7 District Limitations for TIRP	15
7.8 Extended Contracts	15
7.9 Extra-Curricular Positions	16
7.9.1 Extra Duty Assignments (non coaching positions)	16
7.10 Termination of Contract by Teacher (IL Code 24-14)	17
7.11 National Board Certification	17
7.12 Teacher Retirement Contribution	17
7.13 Perfect Attendance Payment	17
7.14 Special Education Caseload Stipend	17
VIII. HOSPITAL - MEDICAL INSURANCE	
8.1 Hospitalization	18
8.2 Spouse Coverage	18
8.3 Selection of Carrier	18
8.4 Leave of Absence	18
IX. LEAVES	
9.1 Sick Leave	19
9.2 Bereavement Leave	19
9.3 Sick Leave Bank	20-22
9.4 Personal Leave	23
9.5 Jury Duty	24
9.6 Association President Leave	24
9.7 Leaves of Absence Without Pay	25
9.8 Professional Leave	26
X. TEACHER EVALUATION	
10.1 Evaluation	27
10.2 Evaluation Frequency	27
10.3 Professional Staff Evaluation Plan (PSEP) Procedure and Policies	28

Flanagan-Cornell Unit District #74 2021-2022 Master Contract

Table of Contents

<u>ARTICLE</u>	<u>Page</u>
XI. REDUCTION IN FORCE AND SENIORITY	
11.1 Non Tenured Teacher	29
11.2 Tenured Teacher	29
11.3 Seniority	30
11.4 Equal Seniority	31
11.5 Recall Rights	31
XII. ELEMENTARY AND SECONDARY EDUCATION ACT	
12.1 Elementary and Secondary Education Act	32
XIII. EFFECT OF AGREEMENT	
13.1 Terms and Conditions	32
13.2 Full Force and Effect	32
Effect of Agreement	33
APPENDIX A - Contract Summary	34
APPENDIX B – Salary Schedule 2021-2022	35
APPENDIX C - Extra Curricular Pay Schedule 2021-2022	36-37
APPENDIX D - Sample of the Professional Staff Evaluation Instrument (PSEP)	38-46

ARTICLE I RECOGNITION

1.1 RECOGNITION

A) The BOARD OF EDUCATION of Flanagan-Cornell Unit District # 74 hereafter referred to as the “Board,” recognized the Flanagan-Cornell Education Association IEA-NEA, hereafter referred to as the “Association,” as the sole and exclusive negotiating agent for all regularly employed full and part time certified teaching staff, hereafter referred to as “Teachers,” except for the Superintendent, Building Principals, and any other duly appointed administrative staff as per the Illinois Education Labor Relations Act.

B) Part time teachers shall be included in the bargaining unit and subject to the terms and conditions of this agreement.

C) The Association agrees that the “Board” retains and reserves all powers and duties conveyed upon it by the Statutes of the State of Illinois. Both parties agree that except where expressly provided for by this agreement and Illinois statutes, regulations, operations of the school and the direction of teachers are vested exclusively with the Board and its representatives.

D) Both parties agree that it is the public policy of the state of Illinois and the purpose of this agreement to promote orderly and constructive relationships between all educational employees and employers. It is the purpose of this agreement and Illinois statutes to regulate labor relations between educational employers and educational employee representatives, negotiation of wages, hours, and other conditions of employment and resolution of disputes arising under collective bargaining agreements.

ARTICLE II NEGOTIATIONS PROCEDURE

2.1 BEGINNING DATE

A) The parties shall commence bargaining for a successor agreement no earlier than March 1, (but no later than April 1) unless both parties agree to an alternate date.

2.2 GOOD FAITH BARGAINING

A) The Board and Association agree that negotiations will be in good faith.

B) All tentative agreements shall be reduced to writing and noted as such by an “asterisk” (*) at the meeting at which tentative agreement was reached. After a tentative agreement has been reached on all items negotiated, the agreement will be submitted to the Association for ratification and subsequently given to the Board for adoption.

2.3 RECESS

A) Upon request, the Board or Association may recess to permit either party to “Caucus.” Maximum duration of any caucus shall be limited to twenty (20) minutes. An extension of caucus time may be requested by either party.

2.4 QUORUM

A) The Board and Association agree that negotiation regarding master contract language and/or salary welfare concerns, shall require a quorum of at least two (2) board members and two (2) certified teaching staff members who are also members of the Association.

2.5 DURATION - LOCATION OF MEETINGS

A) The time, location, and length of meeting shall be agreed to by both parties. Both parties agree that meeting shall be no longer than two hours unless an extension of time is agreed to by both parties.

2.6 MEDIATION

A) If mediation assistance is required by the Board or Association, the Federal Mediation and Conciliation Services (FMCS) shall be contracted for mediation purposes. If FMCS is unavailable for mediation services, the Illinois Education Labor Relations Board (IELRB) shall be notified.

2.7 INFORMATION REQUESTS

A) All information to be used for negotiation purposes by either party shall be requested and obtained through the superintendent.

ARTICLE III
NO STRIKE PROVISION

3.1 NO STRIKE CLAUSE

A) During the term of this agreement, the Association agrees not to strike or engage in or support any unwanted refusal to render full and complete services in the Flanagan-Cornell School District or to engage or support any activity whatsoever which would disrupt in any manner the operation of the school.

B) During the term of this agreement and during any period in which a successor agreement is being negotiated by the Association and the Board, the Board agrees that it will not lock out any bargaining unit member, as long as school is in session.

ARTICLE IV
TEACHER AND ASSOCIATION RIGHTS

4.1 PERSONNEL FILES

A) A copy of all materials placed in a teacher's file shall be made available to the teacher upon request. Written request notice of new material will be made by certified mail twenty-four (24) hours (one working day) prior to placement into the teacher's file. Acknowledgment of the new material placed into the teacher's file must be signed for by the building principal, the respective teacher, and duly noted to the Superintendent. The exception is confidential university records which shall not be distributed to the employee. Each teacher shall have the right to review his/her own file in the presence of a principal or the superintendent. It shall be the right of the teacher to place in his/her file, a response to any unsolicited entries that are not required by Illinois statutes. Certified mailing addresses for teachers will be obtained from the district's current personnel listing.

4.2 DUES

A) Dues for membership in a teacher organization may be handled by payroll deduction. At the beginning of the school year and/or after completion of forty (40) work days, a roster list for purposes of Association - payroll deduction for FCEA-IEA-NEA dues shall be submitted to the superintendent's office by the Association.

B) All dues deducted by the Board will be remitted to the Association or state office monthly and no later than ten (10) weekdays after the final deductions have been made for that month.

C) The Board shall have no responsibility for collecting past or overdue Association dues.

D) Teachers desiring payroll deduction for IEA-NEA dues must submit a signed and executed payroll deduction authorization.

4.3 USE OF SCHOOL BUILDING

A) The local Association shall have the right, upon approval of the superintendent or designee 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 extra-curricular programs. All meeting areas shall be approved by the superintendent, or his/her designee, whenever special custodial service is required, the Board may make a reasonable charge for that service.

ARTICLE IV
TEACHER AND ASSOCIATION RIGHTS
(continued)

4.4 USE OF SCHOOL BUSINESS EQUIPMENT

A) With the approval of the superintendent or his/her designee, the Association shall be allowed the use of school business equipment except for the unit office equipment, provided that the use of said equipment does not interfere with instructional and/or extra-curricular programs. The Association shall purchase all supplies and materials used in the business of the Association. School business equipment shall not be taken from the District's building unless prior approval of the building principal is given.

4.5 USE OF BULLETIN BOARDS/MAILBOXES

A) The local Association shall have the right to post notices and activities of the Association's concern on a designated bulletin board in the teacher's lounges. The Association may use the teacher's mailboxes for communications to bargaining members.

4.6 CARE OF SCHOOL BUILDING & PROPERTY

A) The Association shall use the school buildings, facilities, and equipment with the same care and consideration that is used during normal work hours.

4.7 RIGHT OF REPRESENTATION

A) When a teacher is required to appear before any administrative or board meeting that is of a disciplinary nature which might reasonably lead to the dismissal of the teacher as an employee of the district, the teacher shall be advised in writing of the reasons for the requirement. The teacher shall be entitled to representation of the FCEA and/or IEA at any appearance before the Board, if so desired by the teacher. The teacher shall receive a registered letter at least five (5) days prior to the board meeting.

B) In instances of emergency situations deemed necessary by the superintendent, the five day registered letter period may be waived. Verbal and hand written notice will be given to the specific teacher, Board members, and the Association president in emergency situations.

ARTICLE IV
TEACHER AND ASSOCIATION RIGHTS
(continued)

4.8 RIGHT OF PREPARATION PERIOD

A) The Board, Administration, and Association agree that there will instances whereby certified teaching staff will be asked to render their preparation time to assist in other duties deemed necessary by the administration.

B) The Board, Administration, and Association agree that the following conditions and understanding will exist.

1. No certified teaching staff member will be expected to render three preparation times monthly.
2. No two preparation periods will be rendered in successive school days.
3. Any certified teaching staff member may choose not to adhere to said conditions stated in 4.8 B.
4. Any certified teaching staff member that yields four (4) full preparation periods to take another teacher's class will either accrue an additional 1/2 personal day or will be compensated at a rate of \$20.00 per preparation period. If less than four (4) full preparation periods accrue, compensation will be made in the amount of \$20.00 per period. Preparation periods will not carry over to the next year. (Article IV, Section 4.8 B, Item #4 is subject to conditions of Article IX, Section 9.4, Personal Leave)

C) Each teacher will have the equivalent of one (1) scheduled 45-minute preparation period for each school day. The building level and teaching schedule may dictate that this is not necessarily all during the course of one day.

ARTICLE V
WORKING CONDITIONS

5.1 WORK DAY

A) The work day for certified staff shall begin at 7:50 a. m. and shall end at 3:20 p. m. Exceptions will be made on days with holiday dismissal or unless authorized by the administration to leave earlier due to special circumstances.

5.2 LUNCH

A) Each teacher will have a duty-free lunch equal to that of the students and not less than thirty (30) minutes.

ARTICLE VI GRIEVANCE PROCEDURE

6.1 DEFINITIONS

A) A grievance is a claim by the Association and/or certified teacher involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

B) All time limits shall consist of school days, except 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. (Mon. - Fri.)

C) Nothing contained herein shall be construed as limiting the right of any certified teacher 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 this agreement.

6.2 PROCEDURES

A) The parties hereto acknowledge that it is usually most desirable for a certified teacher and the immediately involved building supervisor to resolve problems through free and informal communications. However, if such informal processes fail to satisfy the aggrieved, a grievance procedure may be processed as follows:

B) The aggrieved and/or Association 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 building supervisor immediately involved. The building supervisor shall provide a written answer to the grievance of the aggrieved within ten (10) days after the receipt of the grievance.

C) If the grievance is not resolved in Step A or Step B, the aggrieved or Association may refer the grievance to the superintendent or official designee within ten (10) days after the receipt of the Step A or Step B answer. The superintendent shall arrange a meeting to take place within ten (10) days of the receipt of the appeal. Within ten (10) days of the meeting, the aggrieved and/or Association shall be provided with the superintendent's written response.

D) If the grievance is not resolved in Steps A, B, or C, the aggrieved or Association may refer the grievance to the Board within ten (10) days after the receipt of the Step C response. The Board shall arrange a meeting to take place within thirty (30) days of the receipt of the appeal. Within ten (10) days after the meeting with the Board, the aggrieved and/or Association shall be provided with the Board's written response.

ARTICLE VI
GRIEVANCE PROCEDURE
(continued)

6.3 CONSTRAINTS

A) Failure of a grievant or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limit shall permit the grievant to proceed to the next step. Time limits may be extended by mutual consent of parties concerned.

B) Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that the instructional and related work programs/activities of the grievant or teaching staff are not interrupted, unless otherwise scheduled by the administration and/or Board. The grievant's appearance during a scheduled meeting by the Board and/or administration during regular workday hours will not result in loss of pay or benefits.

C) If the Association or grievant files any claim or complaint in any forum other than under the grievance procedure of this agreement, then the Board shall not be required to process the said claim or set of facts through the grievance procedure.

D) The Board acknowledges the right of the grievant to be represented at all levels by the Association.

E) No reprisal shall be taken by the Board or the administration against a grievant as a direct result of his/her participation in a grievance.

F) A specified and dated incident of the grievance can only be filed and resolved once.

G) All records (written and electronic) related to a grievance will be filed separately from the grievant's personnel file. The grievance will be filed in a separate file maintained in the superintendent's office. Accessibility to the grievance file is permitted only by the Board, Superintendent, and Association.

H) The Association acknowledges that classroom teacher evaluations will be omitted from any grievance procedure.

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS

7.1 SALARY

A) Teachers covered by the agreement shall receive compensation pursuant to the provisions set forth in Appendix C (Salary Schedule) and Appendix D (Extra-Curricular Salaries) which shall be attached to and made part of this agreement.

B) Such compensation is based upon one hundred eighty-five (185) workdays. No deductions shall be made from the compensation of a teacher on account of any legal or special holiday.

C) The attached schedules may be ratified if agreed upon by both the Board and Association. The schedule in Appendix C and Extra-Curricular Schedule in Appendix D include the tax sheltered nine percent pension contribution required and payable to the Illinois Retirement System. (Illinois Provision code Section 16-152 and Section 16-133.1)

7.2 EXPERIENCE

A) The automatic vertical incremental step may be withheld by the Board if the teacher's professional staff evaluation is rated "unsatisfactory." Prior to the withholding of the incremental step, the superintendent will inform the teacher of the Board's intention and action.

B) Employment for one hundred twenty-five (125) days in the district or employment starting on or before October 31st will earn one more additional year of experience on the salary schedule.

7.3 PAYROLL DEDUCTIONS

A) Each teacher shall be paid bimonthly on the tenth (10th) and twenty-fifth (25th) making a total of 24 installments. If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive their checks on the last working day preceding the pay date.

1. Teachers wishing to have automatic deposit may make arrangements through the superintendent's office. Each teacher can have up to two (2) disbursements for deposit.

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS
(continued)

7.4 CREDIT HOURS

A) Teachers who earn additional credit hours will advance on the salary schedule, provided the following conditions are met:

1. Prior to registration, all additional credit hours must be approved by the superintendent and be taken at a mutually approved accredited university agreed upon by both the teacher and the superintendent with all necessary paperwork completed prior to taking coursework.
2. All additional credit hours must be in the teacher's area of employment including but not limited to subject area, area of specialization, curriculum development, or necessary to fulfill requirements for re-certification and/or to meet mandates of the Elementary and Secondary Education Act (No Child Left Behind). Reimbursement for credit hours in subjects outside of the current teacher's employment or towards a Master's degree in educational administration shall require the approval of the superintendent.
3. A copy of the grade card or transcript demonstrating a minimal "B" grade of attainment and successful completion of the course(s) must be on file in the superintendent's office.
4. Teachers earning approved additional credit hours for educational course(s) shall be reimbursed by the district. Reimbursement will be the actual cost of tuition up to \$250 per credit hour. Proof of payment and transcript will be submitted at time of reimbursement request.
5. Graduate Level class is required in order to advance (horizontally) on salary schedule. Credit hours for recertification that are not Graduate Level will not count toward movement on the salary schedule.
6. Teachers will advance on the salary schedule at the beginning of the school year.

7.5 RETIREMENT

A) Teachers and the Board are subjected to all provisions of the Illinois State Code and Illinois Statutes concerning retirement.

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS
(continued)

7.6 TEACHER INCENTIVE RETIREMENT PLAN

A) Full-time teachers with fifteen (15) or more years of service to the Flanagan-Cornell Unit #74 and/or Flanagan Unit #4 School District, will be eligible for retirement from teaching service and are fully vested in the Teacher Retirement System. Said person's annual salary during his/her final year up to a maximum of four (4) years of service prior to retirement shall be adjusted to reflect a total salary increase of six percent (6%) for each year, as per PA 94-0004. The final year of service shall be defined as the previous two full semesters prior to the last day of employment.

To be eligible for the district Retirement Incentive Plan a Teacher must:

- a) Have at least twenty (20) years of full-time creditable TRS service by the last day of service in the district,

AND

- b) Be at least fifty-five (55) years of age with thirty-five (35) total years of creditable TRS service (including TRS Optional Service) by the last day of service in the District, or be deemed fifty-five (55) years of age at the time of retirement in accordance with the Teacher Retirement System rules at the time of retirement,

AND

- c) Not take or participate in the Teachers' Retirement System Early Retirement Option (ERO) or take any other action by which the Teacher shall cause the District to be obligated to pay any cost, charge, "penalty," or other contribution to the Teachers' Retirement System. Such agreement shall be enforceable by the District against the Employee.

OR

- a) Meet the condition of sub paragraph 1 (a) and be sixty (60) years of age by the last day of service in the District or be deemed sixty (60) years of age at the time of retirement in accordance with Teachers' Retirement System rules at the time of retirement.

An eligible teacher who elects to take advantage of the Early Retirement Incentive Plan must provide written notification of retirement directed to the Secretary of the Board and Superintendent received no later than June 30th of the school year preceding the initial school year for which program benefits are sought. At the time notice of retirement is given, the Teacher shall submit a TRS statement of benefit or other TRS documentation confirming the teacher's total years of service and creditable earnings. In the final year of the Retirement Plan, the teacher shall be paid over nine (9) months.

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS
(continued)

7.6 TEACHER INCENTIVE RETIREMENT PLAN (continued)

PLAN OPTIONS

ONE YEAR PLAN

If an eligible Teacher meets the requirements, the eligible Teacher's compensation shall no longer be determined by reference to the salary schedule or extra duty schedule, and for the final year of employment the Teacher's TRS creditable earnings shall be increased by six percent (6 %) over the Teacher's TRS creditable earnings for the prior year of employment.

Example: An eligible Teacher gives his/her resignation and notice of intent to retire prior to June 30, 2018, stating intent to retire at the end of 2018-2019 school year. The Teacher's 2017-2018 TRS creditable earnings were \$40,000. The Teacher's final year TRS creditable earnings will be \$42,400.00. (i. e. $\$40,000 \times 1.06 = \$42,400.00$).

TWO YEAR PLAN

If an eligible Teacher meets the requirements, the eligible Teacher's compensation shall no longer be determined by reference to the salary schedule or extra duty schedule, and for the final TWO (2) years of employment the Teacher's TRS creditable earnings shall be increased by six percent (6 %) over the Teacher's TRS creditable earnings for the prior year of employment.

Example: An eligible Teacher gives his/her resignation and notice of intent to retire prior to June 30, 2018, stating intent to retire at the end of 2019-2020 school year. The Teacher's 2017-2018 TRS creditable earnings were \$40,000. The Teacher's TRS creditable earnings for the 2018-2019 school year will be \$42,400.00. (i. e. $\$40,000 \times 1.06 = \$42,400.00$) The Teacher's TRS creditable earnings for 2019-2020 school year will be \$44,944.00. (i. e. $\$42,400.00 \times 1.06 = \$44,944.00$).

THREE YEAR PLAN

If an eligible Teacher meets the requirements, the eligible Teacher's compensation shall no longer be determined by reference to the salary schedule or extra duty schedule, and for the final THREE (3) years of employment the Teacher's TRS creditable earnings shall be increased by six percent (6 %) over the Teacher's TRS creditable earnings for the prior year of employment.

Example: An eligible Teacher gives his/her resignation and notice of intent to retire prior to June 30, 2018, stating intent to retire at the end of 2020-2021 school year. The Teacher's 2017-2018 TRS creditable earnings were \$40,000. The Teacher's TRS creditable earnings for the 2018-2019 school year will be \$42,400.00. (i. e. $\$40,000 \times 1.06 = \$42,400.00$) The Teacher's TRS creditable earnings for 2019-2020 school year will be \$44,944.00. (i. e. $\$42,400.00 \times 1.06 = \$44,944.00$) The Teacher's TRS creditable earnings for the 2020-2021 school year will be \$47,640.64 (i. e. $\$44,944.00 \times 1.06 = \$47,640.64$).

FOUR YEAR PLAN

If an eligible Teacher meets the requirements, the eligible Teacher's compensation shall no longer be determined by reference to the salary schedule or extra duty schedule, and for the final FOUR (4) years of employment the Teacher's TRS creditable earnings shall be increased by six percent (6 %) over the Teacher's TRS creditable earnings for the prior year of employment.

Example: An eligible Teacher gives his/her resignation and notice of intent to retire prior to June 30, 2018, stating intent to retire at the end of 2021-2022 school year. The Teacher's 2017-2018 TRS creditable earnings were \$40,000. The Teacher's TRS creditable earnings for the 2018-2019 school year will be \$42,400.00. (i. e. $\$40,000 \times 1.06 = \$42,400.00$) The Teacher's TRS creditable earnings for 2019-2020 school year will be \$44,944.00. (i. e. $\$42,400.00 \times 1.06 = \$44,944.00$) The Teacher's TRS creditable earnings for the 2020-2021 school year will be \$47,640.64 (i. e. $\$44,944.00 \times 1.06 = \$47,640.64$). The Teacher's TRS creditable earnings for 2021-2022 school year will be \$50,499.78 (i. e. $\$47,640.64 \times 1.06 = \$50,499.78$).

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS
(continued)

7.6 TEACHER INCENTIVE RETIREMENT PLAN (continued)

Once written notice is given in accordance with this program, a Teacher's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning.

The Board, in its sole discretion, may allow the Teacher to rescind his/her letter of retirement because of life changing circumstances, provided the Teacher returns to the Board any TRS creditable earnings paid to the Teacher in excess of the amount the Teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If an eligible Teacher resigns from or is removed from duties for which the Teacher was compensated the previous year (for example, extended year, extra duties, or additional compensated duties) the Teacher's TRS creditable earnings will be adjusted accordingly.

Example: The Employees TRS creditable earnings from the 2017-2018 school year were \$53,000.00, of which \$3,000 was compensation for coaching basketball in 2017-2018. Under the Employee's retirement plan, he/she would be scheduled to receive \$56,180.00 TRS creditable earnings for the 2018-2019 school year (i.e., $\$53,000.00 \times 1.06 = \$56,180.00$). However, the Employee resigns from his/her coaching position before the start of the 2018-2019 school year. The Employee's TRS creditable earnings for the 2018-2019 school year will be \$53,000.00 (i.e., $\$50,000.00 \times 1.06 = \$53,000.00$) rather than \$56,180.

The Retirement Plan shall be contingent upon there being no obligation on the part of the District pursuant to the School Code, the Pension Code, or any other statute to make any one time non-refundable contribution to the Teacher Retirement System in order for the Teacher to qualify for early retirement before age sixty (60) without a discount or because the Teacher's salary increase exceeded the amount allowable by statute. If there is any statutory obligation for such a contribution by the District, the Teacher shall not be able to qualify for the retirement bonus.

Notwithstanding the deadline for retirement notification, the Board, in its sole discretion, may grant approval of a request for the Early Retirement Incentive Plan submitted after June 30 of the year prior due to extenuating circumstances. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

If legislation is enacted and/or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, then this district Retirement Incentive Program shall cease to operate, and the parties shall meet as soon as possible to negotiate another provision providing benefit to the Teacher of equal cost to the District which does not result in increased cost to the District.

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS
(continued)

7.7 DISTRICT LIMITATIONS FOR TEACHER INCENTIVE RETIREMENT PLAN

A) No more than three (3) full-time certified teachers in the retirement plan, shall retire in the same school year.

B) When more than three (3) full-time certified teachers apply for the Teacher Incentive Retirement Plan the following conditions listed in priority shall determine the participation list and limits.

1. Flanagan-Cornell District Seniority and/or TOTAL years with the district (the greater of the two) shall be the first factor applied to teacher application when determining participation list and limitations.

2. Total years of service in public education for the State of Illinois shall be the second factor when determining participation list and limitations.

C) The Board may grant additional approvals for the Early Retirement Incentive Program. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

D) In the case of emergencies, if the teacher/applicant cannot fulfill all the criteria for the Teacher Incentive Retirement Plan, as outlined in Article VI, Section 6.6, then all moneys paid out by the district to the teacher/applicant will be reimbursed to the district by the termination of the current contract.

E) In the case where a teacher has been employed for four-fifths (4/5) time, the teacher would receive a stipend at the rate of four fifths (4/5) of the Teacher Incentive Retirement Plan.

1. Less than four-fifths (4/5) time of each contractual year of service would not apply to the Teacher Incentive Retirement Plan.

2. If a partial or full medical disability should occur to a four-fifths (4/5) or full-time certified teacher, the teacher would still be eligible for the Teacher Incentive Retirement Plan with the approval and/or financial adjustments of the Board of Education as deemed necessary.

7.8 EXTENDED CONTRACTS

A) If the Board chooses to grant extended contracts, the following shall be applicable:
The said contract shall be reimbursed at a rate equal to the contractual rate as established by the salary schedule for the current school year. Salary calculation shall be accomplished by the following formula: The ANNUAL SALARY of the specified teacher on the salary schedule DIVIDED BY NINE (9) X (TIMES) THE NUMBER OF MONTHS of the extended contract.

B) Additional “summer school” employment will not be considered as an extended contract.

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS
(continued)

7.9 EXTRA-CURRICULAR POSITIONS

A) The Association requests that the Board give consideration to all certified teaching staff first when staffing all extra-curricular positions.

B) The Board and Association agree to adhere to all rules and policies stated by the Illinois High School Association and the Illinois Elementary School Association regarding extra-curricular staffing.

C) Any extra-curricular position filled from outside the Association, is not part of the collective bargaining unit; therefore, the salary of the respective extra-curricular position will be negotiated by the Board and the superintendent.

D) If the Board is unable to fill an extra-curricular position from outside, the Association within thirty (30) days, the Board will re-offer the respective extra-curricular position to the Association first.

E) In the event school is not in session, the Board will notify certified teaching staff of any vacancies.

F) Mailing addresses for teachers will be obtained from the district's current mailing personnel listing and/or summer forwarding addresses.

G) Extra Curricular positions will be open first to people who wish to volunteer for the positions. If positions are not filled, positions will be assigned.

7.9.1 EXTRA DUTY ASSIGNMENTS (non coaching positions)

A) Ticket takers for all sporting events will be on a volunteer basis. If positions are not filled within three (3) weeks of the beginning of each season, the administration will assign duties from a predetermined list. The list will be an alphabetical list. No individual will be asked to work again until all individuals on the list have taken their turn. This may take more than one school year.

1. Pay for extra duty jobs at sporting events will be \$20.00 per game. (Home & Away)

ARTICLE VII
TEACHER COMPENSATION AND FRINGE BENEFITS
(continued)

7.10 TERMINATION OF CONTRACT BY TEACHER (IL Code 24-14)

A teacher who has entered into contractual continued service may resign at any time by obtaining concurrence of the Board or by serving at least thirty (30) days written notice upon the secretary of the Board. However, no teacher may resign during the school year, without the concurrence of the Board, in order to accept another teaching assignment. Any teacher terminating said service not in accordance with section is guilty of unprofessional conduct, and liable to suspension of certificate, for a period not to exceed one year, as provided in Section 21-23.

7.11 NATIONAL BOARD CERTIFICATION

Any teacher achieving National Board Certification will receive a one time, one thousand dollar (\$1,000) stipend.

7.12 TEACHER RETIREMENT CONTRIBUTION

The Board of Education shall contribute on behalf of each certified teacher a portion of the required contribution to the Teacher Retirement System of the State of Illinois. The contribution shall be sheltered by the Board and will be paid according to the bottom of the salary schedule in Appendix B.

7.13 PERFECT ATTENDANCE PAYMENT

A payment of \$500 will be given to each employee who has perfect attendance for each full school year when they use zero (0) sick and/or personal days. A payment of \$250 will be given to each employee who has used only one (1) sick and/or personal day. Perfect attendance excludes the use of professional days, bereavement days, and jury duty. Employees must work all school days and hours as stipulated in the contract and the official school calendar.

7.14 SPECIAL EDUCATION CASELOAD STIPEND

Due to the amount of additional mandated paperwork for Special Education, Special Education teachers will be given additional compensation for Federal and State mandated paperwork based on their caseload.

1-10 students on caseload = \$150 stipend
11-20 students on caseload = \$300 stipend
21+ students on caseload = \$450 stipend

ARTICLE VIII
HOSPITAL - MEDICAL INSURANCE

8.1 HOSPITALIZATION

A) The Board will provide for a negotiated hospital and medical insurance plan for full-time and part-time certified teaching personnel at a rate of \$6,600 (for 2021-2022) per employee toward the district's selected health insurance, vision, and/or dental plan.

B) "District dollar contribution," terms and conditions of the Unit's hospital and medical, vision, and dental insurance plans will be negotiated and reviewed yearly by the Board and the Association.

C) A multi-year agreement concerning the district's dollar contribution, term, and conditions of the Unit's hospital and medical insurance plan may be ratified if agreed to by both parties.

8.2 SPOUSE COVERAGE

A) When both individuals of a married couple teach in the Flanagan-Cornell Unit #74 District, and desire "family coverage" insurance, the difference between the two individual overages and the family coverage will be deducted from the husband's monthly salary.

B) If a married teaching couple does not desire family coverage, the Board will pay the equivalent contribution for the individual annual premium cost for each spouse.

C) Restrictions concerning the selection of family or individual overages are subject to the rules and policies of the insurance carrier, and any agreement mutually agreed upon by the Board and Association.

8.3 SELECTION OF CARRIER

A) The Board will invite the Association's input in the selection of a medical insurance carrier. The Association must submit its written report and review regarding the present medical insurance by the last day of the school year, or June 1st (first). If no written report is received by the superintendent's office by March 1st (first), the superintendent is no longer under any obligation to receive any input or information on the medical insurance carrier from the Association.

8.4 LEAVE OF ABSENCE

A) Any teacher on "approved" absence shall be accorded the same insurance benefits to which the teacher would be entitled were the teacher regularly employed. The teacher will reimburse the school district for the total cost of such coverage while on leave. Time limits imposed by the insurance carrier or Illinois law are pursuant to the teacher, if the said teacher elects this insurance option under Article 8.1 of this agreement.

ARTICLE IX LEAVES

9.1 SICK LEAVE

A) Initially, each teacher will be granted twelve (12) sick leave days per year without loss of pay. Beginning with the tenth (10th) year of employment to the District, teachers will be granted fifteen (15) sick leave days per year without loss of pay. Beginning with the twentieth (20th) year of employment to the District, teachers will be granted twenty (20) sick leave days per year without loss of pay. Unused sick days will accumulate up to a maximum of three hundred sixty (360) days. Sick leave will be interpreted to mean personal (immediate family) illness or injury, medical appointments, or in the hospital. For the purpose of sick leave immediate family includes parents, spouse, siblings, children, grandchildren, stepparents, and foreign exchange students who live with the family.

Sick leave may also be used for maternity/paternity leave for the birth of a child of an employee or the adoption of a child by an employee.

B) Teachers who accumulate, but have any unused sick days and/or personal days, will not be compensated by the district at any time for such days.

9.2 BEREAVEMENT LEAVE

A) Each teacher may use up to the three (3) days per occurrence 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.

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

ARTICLE IX
LEAVES
(continued)

9.3 SICK LEAVE BANK

A) Any teacher covered by this contract may enroll in the Sick Leave Bank. The Sick Leave Bank shall be established and maintained through donations of sick days. Each teacher who volunteers to become a member of Sick Leave Bank will contribute one (1) day per assessment of his/her sick leave beginning with the 2000/2001 school year and every year thereafter. A maximum of two (2) assessments may be conducted during one school year. All teachers will be given an application form at the beginning of the school year, or at the time of his/her employment. A teacher desiring to participate shall sign the application and return it to his/her building representative. Donations of sick days shall be made by the end of the teacher's first pay period after the assessment. Any days donated by the teacher shall remain in the Sick Leave Bank. **If a participant has no sick days to contribute when assessed, he/she will contribute retroactive day(s) at the beginning of the following school year.** Reports on the status of the Sick Leave Bank, including the number of days remaining, will be maintained in the Unit office.

B) The total number of days to accumulate in the bank will not exceed two hundred (200). The Governing Committee will meet once at the beginning of each semester to determine the need for additional sick days in the bank and will initiate an assessment if needed.

ARTICLE IX
LEAVES
(continued)

9.3 SICK LEAVE BANK (continued)

C) The following is the procedure for use of the Sick Bank:

1. Only members of the Sick Leave Bank shall be allowed to withdraw days from the Bank. In order to remain an active member, a teacher must contribute to the Bank when assessed by the Sick Leave Bank Committee. Once a teacher withdraws from the Sick Leave Bank or elects not to seek membership, he/she shall not be eligible to participate in the Sick Leave Bank. After the maximum two hundred (200) days is reached, should the total number of days withdrawn from the bank equal the balance at any time, the Sick Leave Bank will cease operations until it can be replenished at the start of the school year.

2. Upon depletion of his/her sick leave and personal leave days, any qualified teacher may make written application to the Sick Leave Bank Governing Committee, to utilize Sick Leave Bank days. Should the teacher be unable to make a written application, his/her designee may do so on his/her behalf. Any teacher currently enrolled in Sick Leave Bank shall be entitled to draw from the bank for his/her personal use provided the following five (5) conditions are met.

- a. The teacher has contributed to the Sick Leave Bank at least one day from his/her sick leave.
- b. The teacher has used all of his/her personal accumulated sick days and personal days.
- c. The teacher shall submit a doctor's certificate, as proof of his/her need, to the Superintendent. (This certificate of need should indicate the nature of the need and the approximate number of sick days needed for recovery or treatment.)
- d. The teacher has met one of the following conditions:
 1. Been absent more than three (3) consecutive workdays in connection with the same long term or serious illness or injury.
 2. Has missed more than three (3) days, in one school year, for the same serious illness, or treatments for such.
- e. The teacher absence is not related to pregnancy.

D) A committee consisting of two (2) members selected by the Association and three (3) members of the Administration/ Board will act as the governing body of the administration of the Sick Leave Bank.

ARTICLE IX
LEAVES
(continued)

9.3 SICK LEAVE BANK (continued)

E) The teacher would be considered a Member of the Sick Leave Bank after the fourth (4th) year of contributing to the bank. Until a teacher contributes to the Sick Leave Bank for the fifth (5th) year, they will be considered Probationary Members of the Sick Leave Bank. If a teacher chooses to leave the sick leave bank membership, then the teacher would be allowed to reenter, but only as a first (1st) year probationary member.

F) Probationary Member of Sick Leave Bank Usage: (Years 1-4)

1. A Probationary Member of the Sick Leave Bank meeting the requirements of the Article may withdraw days from the Sick Leave Bank as indicated below.

- 1st Year: 4 days
- 2nd Year: 9 days
- 3rd Year: 14 days
- 4th Year: 18 days

2. No member may use more than ninety (90) days during his/her employment at Flanagan-Cornell Unit District #74.

G) Member of Sick Leave Bank Usage: (Year 5 - and beyond)

1. A member of the Sick Leave Bank meeting the requirements of this Article may use a maximum of forty-five (45) days from the Sick Leave Bank per school year.

2. No member may use more than ninety (90) days during his/her employment at Flanagan-Cornell Unit #74.

H) If a situation arises, that warrants special consideration outside the standard rules of this agreement, a special appeal may be made to the Governing Committee. If, by a majority vote, the committee agrees to the appeal, the committee will put the appeal to a vote of all contributing members of the Sick Leave Bank. If a majority of these members vote in favor of the appeal, it will be sent to the Board of Education and will require a majority vote of the members present at the next legal meeting of that Board.

I) It is mutually agreed upon by the Board and the Association that this item (9.3) be open to negotiation for the duration of this contract. In case some unforeseen problem should arise, the Board and the Association can revisit this item (9.3) and make necessary changes.

ARTICLE IX
LEAVES
(continued)

9.4 PERSONAL LEAVE

A) Teachers will be allowed two personal days with full compensation, providing the following conditions are adhered to:

1. For the purposes of proper scheduling, at least (3) work days prior written notice must be given to all building principals and superintendent unless an emergency situation warrants less time. If the teacher has duties in both grade school and high school buildings, the teacher must notify both building principals.
2. Personal leave requests are tentative and therefore must be approved “only” by the superintendent depending on circumstances that will impact the school day.
3. The superintendent’s designee may approve personal leave in instances when the superintendent is absent.
4. No days may be used immediately before nor immediately after a holiday, unless prior approval has been granted by the superintendent. Prior approval is not necessary in emergency situations.
5. Such personal leave may not be used in less than one half day increments.
6. Personal leave cannot be used during the first week and the last two (2) weeks of school without special advance written permission by the superintendent.
7. Except for item number 6 (#6) concerning special advance written permission, no verbal or written explanation need be given by the teacher as to why the personal day is being requested to the superintendent.
8. Unused personal days at the end of the school year shall be added to accumulated sick leave at a ratio of two (2) sick leave days for one (1) unused personal day. A certified teacher that submits an irrevocable letter of retirement to the district will not be eligible to receive the two sick leave days for one unused person day conversion. Instead they will receive one (1) sick leave day for each unused personal day. Two (2) unused personal days can be carried over in the teacher’s sick leave.

ARTICLE IX
LEAVES
(continued)

9.5 JURY DUTY

A) A teacher serving on a jury during his/her scheduled working hours shall receive his/her full compensation for the time served in the jury upon surrendering to the Board payments received for serving as juror, less any mileage and meal allowance.

B) When and if possible consideration will be given by the Administration and individual teacher to re-schedule the teacher's jury duty in order to insure a normal school and extra-curricular activities schedule.

9.6 ASSOCIATION PRESIDENT LEAVE

A) The Association shall submit a written request for President or President's designee leave at least seven (7) days in advance of the commencement of the leave. Such requests shall state the specific reason for the requested leave and day or days of the leave.

B) The maximum number of Association President or President's designee leave days in any school year shall be two (2).

C) President leave days are not to be deducted from the Association President's or President's designee personal leave or sick leave days, nor will there be any deduction from his/her salary for these leaves.

ARTICLE IX
LEAVES
(continued)

9.7 LEAVES OF ABSENCE WITHOUT PAY

A) Leaves of absence without pay may be granted to tenured teachers who desire to return in a “similar capacity” at a “time mutually agreed upon” and “consistent with the needs of the district as determined by the Board.” A record of such agreement will be kept on file in the district’s office, as well as a copy to be retained by the individual teacher.

B) Leaves of absence without pay may be granted with the following conditions:

1. Written requests for leaves of absence without pay will be made at least ninety (90) days before the leave is desired.
2. The superintendent will contact in writing the teacher by January 15th to remind the individual that the teacher must contact the school by February 1st as to his/her intent to return to a similar position for the following year. Failure by the teacher to make such notification in writing by the February 1st deadline is considered non-compliant with the teachers’ contract and will result in his/her termination with the district.
3. Teachers will not advance on the salary schedule while on a leave of absence without pay, unless the teacher has worked one hundred twenty-five (125) days in any given school year in which the leave is effective.
4. A tenured teacher on leave of absence without pay will not lose tenure.
5. A teacher will not lose seniority on a leave of absence without pay, provided ALL conditions under Article 9.7 are met.
6. A teacher on leave of absence without pay may continue insurance benefits, if he/she reimburses the district for the costs of the insurance premium at least ten (10) days prior to the anniversary date of the group policy established by the insurance carrier and the school district.
7. Dates of departure and return must be acceptable to the superintendent and determined prior to initiating the leave.
8. Leaves of less than one (1) month or conditions “unforeseen” by Article 9.7 may be granted by mutual consent of the superintendent and the Board.

ARTICLE IX
LEAVES
(continued)

9.8 PROFESSIONAL LEAVE

A) After prior application to and with the approval of the superintendent or building principal, teachers may be released up to three (3) days with full pay to attend conventions, professional meetings, workshops, visit exemplary programs, and participate in other professional growth activities to the teacher's field as determined by the superintendent. The superintendent may waive the three (3) day time limit.

B) The administration may request that a certified staff member attend a professional meeting that will lend special training exposure to his/her area of teaching or responsibility.

C) Each certified staff member attending a meeting will be allowed the following expenses, provided by the district:

1. Lodging (rate approved by the superintendent)
2. Meals (allowance pre approved by the superintendent)
3. Mileage expenses for personal car use (IRS rate)
4. Registration fees (Rate pre approved by the superintendent)
5. Prior to reimbursement by the district the teacher shall submit all receipts to the superintendent for approval.

ARTICLE X TEACHER EVALUATION

10.1 EVALUATION

A) All certified personnel of Flanagan-Cornell Unit District #74 will be formally evaluated using the Flanagan-Cornell Unit District #74 Professional Staff Evaluation Plan, hereby referred to as the PSEP.

B) The Association, Administration, and the Board hereby agree that all parties should be knowledgeable as to the definition, procedures, and policies regarding the PSEP.

C) The PSEP will be reviewed a minimum of every two (2) years by a joint standing teacher administrative committee comprised of five (5) certified teachers and the administration.

D) The Association will submit a list of five (5) certified teachers for the five (5) teacher positions on the PSEP joint committee for approval by the superintendent.

E) Changes made in the PSEP by the committee must meet Board of Education, Administration, and Association approval. All Association members will be notified of any changes in the PSEP within five (5) school days of said changes.

F) At every July board meeting, the administration will prepare a list of teachers that have been evaluated and the rating each received. This report will be given to the Board in executive session.

G) The Association hereby agrees that classroom teacher evaluation ratings will be omitted from any grievance procedure.

H) The Association agrees that the stated procedures in the PSEP do not limit the right of the Administration to utilize informal observations, insubordinations, and/or other evaluative criteria for considering competency of a teacher.

10.2 EVALUATION FREQUENCY

A) Non-tenured teachers shall be evaluated at least twice (2) in each school year. Tenured teachers shall be evaluated at least once (1) every two (2) years.

B) The evaluator shall have a post conference with the employee within ten (10) teacher employment days following the in-class observation of the employee (See Appendix D).

C) Right to Respond – A teacher may put in writing any objections to any written evaluation in the teacher's file. Such objections shall be attached to the evaluation report and placed in the teacher's file. A copy of the original evaluation report and the teacher's objections shall be given to the teacher. The written objections shall be signed and dated by the teacher within five (5) days of the post conference.

D.) Evaluations should not occur during the first fifteen (15) or the last fifteen (15) teacher employment days of the school year.

ARTICLE X
TEACHER EVALUATION
(continued)

10.3 PSEP PROCEDURE and POLICIES

- A) All PSEP procedures and policies will be followed as listed in the PSEP.
- B) These procedures and policies stand in effect until changes are made by approval of the Association, Administration, and Board of Education, or as state code dictates.
- C) The Association and/or certified teachers have the right to file a grievance only if the procedures and/or policies are not being performed as so listed in the PSEP.
- D) All new certified teaching staff to the district will receive the most recent version of the PSEP from the administration.
- E) All current certified teaching staff shall receive a new copy of the PSEP from the administration every two (2) years unless there are no changes or revisions.

ARTICLE XI
REDUCTION IN FORCE AND SENIORITY

“PREFACE TO ARTICLE XI”

Item 11.1 through 11.5 are “selected” provisions from the Illinois School Code and Illinois Statutes. The full, current, and explicit interpretation of these selections are governed and mandated exclusively by the Illinois School Code and the Illinois Statutes.

11.1 NON TENURED TEACHER

A) The Board reserves the right to reduce the number of staff members when, in its judgment, the best interest of the district shall be served by such action. The Board shall first remove or dismiss all probationary teachers who are legally qualified to hold a position held by legally qualified tenured teachers.

B) When all probationary teachers have been removed or dismissed as stated above, the Board shall then remove tenured teachers on the basis of District seniority. In those instances when two (2) or more tenured teachers are legally qualified (as per Illinois State Board of Education Document 1) to hold a position, the Board shall remove those tenured teachers with the least district seniority.

11.2 TENURED TEACHER

A) In the event a reduction of tenured teachers is necessary the following order of reduction shall apply:

1. On or before February 1 annually, the Board shall publish a seniority list. Each employee shall have until February 15 of each year to notify the superintendent, in writing, of any discrepancies in the seniority list. The list shall rank all teachers in order of seniority in the district by certified type, the number of years of seniority and the subject areas the teacher is legally qualified to teach (as per Illinois State Board of Education Document 1).

B) Teachers will automatically be placed on the appropriate seniority list in the subject area the teacher is currently teaching and in which teaching certificates are currently registered. To achieve placement in other subject areas, it shall be the obligation of the teacher to apply and show proof of certification and qualification by the Illinois State Board of Education and Illinois Teacher Certification Board.

C) A final seniority list will be published on or before March 1 of the school year. The list will not change until February 1 of the next school year.

ARTICLE XI
REDUCTION IN FORCE AND SENIORITY
(continued)

11.3 SENIORITY

A) Seniority shall be defined as the number of consecutive years of continuous service to the district. The following criteria shall be used in determining district seniority:

1. The teacher shall begin accumulating district seniority upon earning tenure in the district. The first day of pupil attendance of the school year in which the teacher shall serve as the “reference point” when calculating teacher seniority.
2. Continuous service shall begin from the first day of pupil attendance of the school year in which the teacher was initially employed.
3. Less than full-time consecutive years of employment shall be counted as continuous full-time service upon earning tenure in the district.
4. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service to the district. However, approved leaves of absence (paid or unpaid) shall not count when determining seniority. Any leave of absence (paid or unpaid) shall not count toward advancement on the salary schedule.
5. If a teacher resigns and is subsequently reemployed, the teacher shall begin accumulating district seniority upon earning tenure in the district. The first day of pupil attendance of the school year in which the teacher was reemployed shall be used in determining seniority.
6. A teacher who is promoted out of the bargaining unit and subsequently returned to the bargaining unit without a break in service shall have seniority computed from the first day of the original employment while tenured.

ARTICLE XI
REDUCTION IN FORCE AND SENIORITY
(continued)

11.4 SEQUENCE OF HONORABLE DISMISSAL

A. 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.

1. 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 at least seventy-five (75) days before the end of the school term.
2. In the event of a tie, seniority will be used as a deciding factor. Seniority shall be determined by the total number of years of teaching service to the district, regardless of whether or not the service is continuous. In determining the total years of service to the district, factors concerning leaves of absence, less than full-time employment, and resignation shall be determined in the case above.
3. If the years in service are equal, then seniority shall be determined by prior experience/total years of teaching (based on Illinois State Board of Education Teacher Service Record).

11.5 RECALL RIGHTS

A) If a position(s) becomes available within two (2) calendar years after the date that notification of a reduction in force is sent to the tenured teacher(s) by the Board, "recall" shall be determined as follows:

1. Upon recall, the teacher with the most seniority will be placed in the first available position for which they are legally qualified. No teacher with greater seniority shall be moved solely to create a position for a teacher on recall.
2. Failure to respond within fifteen (15) business days after a certified mailing to the teacher's address on file with the district office recalling such teacher, shall result in termination of the teacher's rights of recall here under.

ARTICLE XII
ELEMENTARY AND SECONDARY EDUCATION ACT

12.1 ELEMENTARY AND SECONDARY EDUCATION ACT

A) A joint standing teacher administration committee will be developed to review and recommend guidelines for the implementation of the Elementary and Secondary Education Act (ESEA). The committee will consist of at least one (1) teacher from each grade group- elementary (K-4), junior high (5-8), and high school (9-12) and two (2) administrators.

ARTICLE XIII
EFFECT OF AGREEMENT

13.1 TERMS AND CONDITIONS

A) The terms and conditions set forth in this agreement represent the full and complete understanding between the Board of Education of Flanagan-Cornell Unit #74 and the Flanagan-Cornell Education Association IEA-NEA. Alterations, changes, additions, deletions, or modifications to this agreement may occur only with the mutual consent of both parties.

B) The Illinois School Code and Illinois Statutes will prevail over any inconsistencies found in the language in this “master” contract.

13.2 FULL FORCE AND EFFECT

A) Should any portion, section, appendix, or clause in this agreement be declared illegal or impermissible by a body of competent jurisdiction; the portion, section, appendix, or clause so impacted shall be stricken from the agreement. All other portions, sections, appendixes, and clauses shall remain in full force and effect.

ARTICLE XIII

EFFECT OF AGREEMENT

Between

THE FLANAGAN-CORNELL EDUCATION ASSOCIATION IEA-NEA

AND

FLANAGAN-CORNELL UNIT DISTRICT #74

This agreement shall become effective July 1, 2021

And shall continue until June 30, 2022

This agreement is signed and adopted this 17th day of

of June, 2021
(month) (year)

In Witness Thereof:

For the Flanagan-Cornell Education Association IEA-NEA:

For the Flanagan-Cornell Unit District #74:

Stephen Hartke
Stephen Hartke, Lead Negotiator

Steven Vollmer
Steven Vollmer, Lead Negotiator

Merre Rogers
Merre Rogers, Negotiation Team Member

Andy Cooper
Andy Cooper, Negotiation Team Member

Brent Smith
Brent Smith, Negotiation Team Member

Matt VanderVeen
Matt VanderVeen, Negotiation Team Member

Lucas Mays
Lucas Mays, Negotiation Team Member

APPENDIX A
FC74/FCEA 2021-2022 Contract Agreement Summary

	2020-2021	2021-2022
Base	\$36,150 (\$400 increase)	\$36,600 (\$450 Increase)
Vertical Advancement	1 step advancement, if possible (\$1, 050 each)	1 Step Advancement, If Possible (\$1,050 each)
Salary Schedule Vertical Movement (Step Down)	no change	No Change
Salary Schedule Horizontal Movement (Step Across)	no change	Increased Horizontal/Education Moves from \$700 to \$900 Increased MA (Masters) Column Only from \$1,100 to \$1,300
Longevity (on salary schedule)	no change	No Change
Health Insurance	\$6,300 per employee (\$300 increase)	\$6,600 per employee (\$300 Increase)
Vision & Dental Insurance	no change	No Change
Extra-Curricular	All positions get base increase Half percent raise for positions that have movement	All positions get base increase Half percent raise for positions that have movement
Extra-Curricular Positions	no change	Addition – HS Assistant Track (6%-10%) Addition – 5/6 Coach (3%-6%) boys’ basketball, girls’ basketball, volleyball Increased – NHS Stipend from 1% to 2%
TRS	no change	No Change
College Tuition Reimbursement	no change	No Change

2021 - 2022 Flanagan-Cornell Unit #74 Salary Schedule

Step	BA	BA+8	BA+16	BA+24	** MA	MA+8	MA+16	MA+24	MA+32
1	36,600	37,500	38,400	39,300	40,600	41,500	42,400	43,300	44,200
2	37,650	38,550	39,450	40,350	41,650	42,550	43,450	44,350	45,250
3	38,700	39,600	40,500	41,400	42,700	43,600	44,500	45,400	46,300
4	39,750	40,650	41,550	42,450	43,750	44,650	45,550	46,450	47,350
5	40,800	41,700	42,600	43,500	44,800	45,700	46,600	47,500	48,400
6	41,850	42,750	43,650	44,550	45,850	46,750	47,650	48,550	49,450
7	42,900	43,800	44,700	45,600	46,900	47,800	48,700	49,600	50,500
8	43,950	44,850	45,750	46,650	47,950	48,850	49,750	50,650	51,550
9	45,000	45,900	46,800	47,700	49,000	49,900	50,800	51,700	52,600
10	46,050	46,950	47,850	48,750	50,050	50,950	51,850	52,750	53,650
11	47,100	48,000	48,900	49,800	51,100	52,000	52,900	53,800	54,700
12	48,150	49,050	49,950	50,850	52,150	53,050	53,950	54,850	55,750
13	49,200	50,100	51,000	51,900	53,200	54,100	55,000	55,900	56,800
14	50,250	51,150	52,050	52,950	54,250	55,150	56,050	56,950	57,850
15	51,300	52,200	53,100	54,000	55,300	56,200	57,100	58,000	58,900
16	* 51,300	53,250	54,150	55,050	56,350	57,250	58,150	59,050	59,950
17	* 51,300	* 53,250	55,200	56,100	57,400	58,300	59,200	60,100	61,000
18	* 51,300	* 53,250	* 55,200	57,150	58,450	59,350	60,250	61,150	62,050
19	* 51,300	* 53,250	* 55,200	* 57,150	59,500	60,400	61,300	62,200	63,100
20	* 51,300	* 53,250	* 55,200	* 57,150	60,550	61,450	62,350	63,250	64,150

Step 21 Thru Step 28	Longevity 1	55,250	57,200	59,650	63,250	64,150	65,250	66,150	67,250
Step 29+	Longevity 2	57,850	59,800	62,250	66,050	66,950	68,250	69,150	70,450

* The following cells do not receive any additional salary increase, for each step down.

- BA Step 16 through Step 20
- BA+8 Step 17 through Step 20
- BA+16 Step 18 through Step 20
- BA+24 Step 19 and Step 20

** MA - Movement into the MA column will be a \$1,300 increase, instead of \$900 (for this column only)

2020-2021 TRS Board Contribution:

The board will pay \$2,600 of required TRS contribution for teachers with 1-8 years of teaching service.
 The board will pay \$3,400 of required TRS contribution for teachers with 9-19 years of teaching service.
 The board will pay \$4,950 of required TRS contribution for teachers with 20+ years of teaching service.

APPENDIX B

APENDIX C

2021-2022 Flanagan-Cornell #74 Extra-Curricular Schedule

Extra Curricular salary shall be calculated using the base (BA, Step 1) of the salary schedule.

Starting percentages will be determined by the Board of Education, for beginning placement.

If any position is shared by two persons (with approval of administration), the percentage of the person with the greater number of years of experience shall be used to determine percentage. Then the pay will be divided equally.

* HS & JH Cheerleading - will receive a portion of years experience if not cheering at all of the games on the boys basketball schedule.

	<u>Percent of Base (BA, Step 1)</u>
Senior Sponsors (2)	2
Junior Sponsors (2)	2
Sophomore Sponsors (2)	2
Freshman Sponsors (2)	2
Prom	2
FCCLA	2
NHS	2
JH News	1
FB Canteen	2

For 21-22, each position below will receive a one-half percent increase if increase is possible.

	<u>Minimum</u>		<u>Maximum</u>
HS Yearbook	4	-	8
High School Scholastic Bowl	2	-	5
High School Student Council	3	-	6
Instrumental Music Director	6	-	12
Vocal Music Director	6	-	12
Theatrical Director	2		
HS Flags	2	-	4
JH Yearbook	3	-	6
JH Scholastic Bowl	2	-	5
JH Student Council	3	-	6
JH Literary/Speech	1	-	3

	Minimum		Maximum
Athletic Director	15	-	20
Varsity HS Boys Football	10	-	18
Varsity HS Boys Basketball	10	-	18
Varsity HS Girls Basketball	10	-	18
Varsity HS Girls Volleyball	10	-	18
Varsity HS Boys Baseball	8	-	16
Varsity HS Girls Softball	8	-	16
Varsity HS Boys & Girls Track	8	-	16
HS Boys & Girls Golf	4	-	10
HS Basketball Cheerleading	5	-	10
Assistant HS Boys Football	6	-	10
Assistant HS Boys Football	6	-	10
Assistant HS Boys Football	6	-	10
Assistant HS Boys Basketball	6	-	10
Assistant HS Girls Basketball	6	-	10
Assistant HS Girls Volleyball	6	-	10
Assistant HS Boys Baseball	6	-	8
Assistant HS Girls Softball	6	-	8
Assistant HS Boys & Girls Track	6	-	10
JH Boys Basketball (8th Grade)	6	-	12
JH Boys Basketball (7th Grade)	6	-	12
JH Boys Basketball (5th/6th Grade)	3	-	6
JH Girls Basketball (8th Grade)	6	-	12
JH Girls Basketball (7th Grade)	6	-	12
JH Girls Basketball (5th/6th Grade)	3	-	6
JH Girls Volleyball (8th Grade)	6	-	12
JH Girls Volleyball (7th Grade)	6	-	12
JH Girls Volleyball (5th/6th Grade)	3	-	6
JH Boys Track	5	-	10
JH Girls Track	5	-	10
JH Boys Baseball	5	-	10
Assistant JH Boys Baseball	2	-	4
JH Girls Softball	5	-	10
Assistant JH Girls Softball	2	-	4
JH Basketball Cheerleading	4	-	8

APPENDIX D

**Flanagan-Cornell Unit District #74
Flanagan, Illinois
Professional Staff Evaluation Instrument**

Teacher: _____

Grade Level: _____

Date & Time: _____

Subject: _____

Evaluator: _____

Evaluated teacher was given a completed evaluation instrument on _____

The teacher and evaluator met to discuss and commit to the teacher's official personnel file a copy of the evaluation instrument on _____

Signatures: The signing of the evaluation instrument indicates that the teacher agrees that the dates noted above are correct and that s/he has reviewed the contents of the evaluation. It does not necessarily indicate agreement.

Evaluator

Date

Teacher

Date

Pre-Observation Form

Teacher: _____

Observation Date: _____

Subject Area: _____

Grade: _____

The Pre-Observation Conference provides an opportunity for administrators and teachers to preview the lesson to be observed. Please provide a one or two sentence response to each of the following questions and bring this sheet with you when you come to our pre-conference.

1). **Lesson Context:** How does this lesson relate to what the students already know and to what they will learn in the future?

2). **Learner Characteristics:** Are there any particular characteristics of the students I will observe that I should know about, i.e., students with IEPs and/or other special accommodations? Please provide an example.

3). **Lesson Outcomes:** Which concepts, course outcomes, state standards/benchmarks will be covered in today's lesson?

4). **Assessment:** How will you assess student mastery of the objectives/outcomes covered in this lesson in a formative and summative manner?

5). **Instructional Delivery and Strategies:** What resources, methods, techniques and alternative strategies will you use to teach this lesson to meet the needs of all students in your class? How will you engage students with the content of today's lesson by using, for example, problem solving, communicating, working on teams, and making connections?

6). **Technology:** How will you use – or have your used – technology to enhance student learning in this lesson or unit of study?

7). **Observer Focus:** What would you like me to focus on during the lesson that we will review in the post-observation conference?

Please bring your grade book and seating chart (if applicable), as well as copies of rubrics, quizzes, or tests used or to be used at a later time. Looking forward to observing your class!

DOMAIN 1 – INSTRUCTIONAL PLANNING

The teacher set goals, plans instruction, and assesses student progress based upon knowledge of content, students, resources, and the curriculum. Planning and assessment focus upon the implementation of the district curriculum through meaningful classroom experiences utilizing available resources.

Key: E = Excellent; P = Proficient; NI = Needs Improvement; U = Unsatisfactory

ID	DESCRIPTOR	E	P	NI	U
A	Maintains organized daily lesson plans that are clear complete and developed within the guidelines of current state and local standards.				
B	Revises plans on an ongoing basis, considering student needs, ability levels, and interest.				
C	Gives assignments, which are clear, reasonable, and meaningful.				
D	Makes use of appropriate available materials and equipment.				
E	Uses available information and tools to diagnose student ability levels.				

Comments:

DOMAIN 2 - INSTRUCTIONAL METHODS

The teacher presents lessons that demonstrate an understanding and use of a variety of instructional strategies, questioning techniques, and resources to promote student learning and encourage student development of basic skills, critical thinking, and problem solving. Discussions engage students and relate background experiences to lesson objectives. Activities are purposefully planned to accommodate student differences.

Key: E = Excellent; P = Proficient; NI = Needs Improvement; U = Unsatisfactory

ID	DESCRIPTOR	E	P	NI	U
A	Organizes lessons in a clear and logical order.				
B	Uses varied teaching strategies and materials that stimulate student learning.				
C	Uses a variety of effective communication and questioning skills.				
D	Supports and accepts appropriate pupil ideas and responses.				
E	Effectively utilizes the available time for instruction.				
F	Assesses the effectiveness of instruction and student progress formally and informally.				
G	Maintains an accurate and up-to-date record of students' progress in all graded areas.				
H	Adjusts the format of the lesson to allow for different ability levels.				

Comments:

DOMAIN 3 – CLASSROOM MANAGEMENT

The teacher uses an understanding of individual and group motivation and behavior to create a class environment that encourages social interaction, active engagement in learning, and self-motivation. The classroom is managed efficiently and effectively. There is a positive, supportive classroom atmosphere and time is used productively.

Key: E = Excellent; P = Proficient; NI = Needs Improvement; U = Unsatisfactory

ID	DESCRIPTOR	E	P	NI	U
A	Maintains an atmosphere in the classroom that is conducive to learning.				
B	Establishes clear expectations for appropriate behavior.				
C	Encourages good work habits and self-discipline.				
D	Disciplines students in a fair and consistent manner.				
E	Interacts with students in a respectful manner.				
F	Handles classroom problems within the class but is willing to seek supportive help.				
G	Communicates with parents/guardians (when appropriate) in an attempt to prevent or solve a problem.				
H	Enforces classroom and district/building rules and procedures.				

Comments:

DOMAIN 4 – PROFESSIONAL EXPECTATIONS

The teacher understands the role of communication in education as well as developing and maintaining collaborative relationships with colleagues, parent/guardians and the community to support student learning. The teacher is expected to maintain standards of professional conduct, grow professionally, and meet policy requirements.

Key: E = Excellent; P = Proficient; NI = Needs Improvement; U = Unsatisfactory

ID	DESCRIPTOR	E	P	NI	U
A	Reflects knowledge of subject matter being taught.				
B	Relates interdisciplinary content areas when appropriate.				
C	Communicates with principal(when appropriate) I an attempt to prevent/solve a problem.				
D	Contacts other teachers/parents/administrator/s (when necessary) regarding academic and social progress of students.				
E	Maintains a professional relationship with district staff.				
F	Follows school and district policies and procedures.				
G	Updates professional skills through workshops, coursework, and in-service training.				
H	Attends staff, committee, and parent meetings except as limited by the collective bargaining agreement.				
I	Meets the arriving and departing time demands of the district/building schedules.				

Comments:

EVALUATION SUMMARY

Strengths/Weaknesses with Supporting Reasons for the Comments Made:

(Note: Any single rating of Unsatisfactory performance shall be accompanied by a specific statement of the observed weakness(s) with supporting reasons for the rating made.)

Excellent = 4, Proficient = 3, Needs Improvement = 2, Unsatisfactory = 1

Domain = Elements

Domain 1 = 5 Elements

Domain 2 = 8 Elements

Domain 3 = 8 Elements

Domain 4 = 9 Elements

Average of Domains: Total points divided by 30 (# of elements). Multiply by .70 (70%)
Student Growth divided by 1, Then multiplied by .30 (30%)
Add each together for total.

ID	DESCRIPTOR	E	P	NI	U
A	Overall Rating				

Flanagan-Cornell #74 District-Approved PERA Assessment Inventory

**Quality assessments must be balanced, cover at least 3 concepts and have at least 25% of the assessment at DOK Levels 3 or 4.*

*Pre-assessments must mirror the post assessments.**

Category of Teacher	Assessment One (15%)	Assessment Two (15%)
PREK-5 General Education	AIMSWEB Creative Curriculum GOLD Star Reader Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO	AIMSWEB Creative Curriculum GOLD Star Reader Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO
6-12 ELA	AIMSWEB Star Reader Language! Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO	AIMSWEB Star Reader Language! Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO
6-12 Math	AIMSWEB Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO	AIMSWEB Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO
6-12 Science	Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO	Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO

<p style="text-align: center;">6-12 Social Studies</p>	<p>Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments Constitution Test SLO</p>	<p>Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments Constitution Test SLO</p>
---	--	--

Flanagan-Cornell #74 District-Approved PERA Assessment Inventory

**Quality assessments must be balanced, cover at least 3 concepts and have at least 25% of the assessment at DOK Levels 3 or 4.*

*Pre-assessments must mirror the post assessments.**

Category of Teacher	Assessment One (15%)	Assessment Two (15%)
K-12 Electives/Specials Art, Music, Technology, Business, Foreign Language, Family and Consumer Science, Agriculture	Quarterly Assessments Content-specific common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO	Quarterly Assessments Content-specific common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO
K-12 Coaches/ Coordinators Instructional/ Numeracy/Technology/Reading Interventionist/Title I	AIMSWEB Reading Recovery Observation Survey Star Reader Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO	AIMSWEB Reading Recovery Observation Survey Star Reader Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO
K-12 Librarians	Star Reader Pre/Post Tests Classroom-based/Teacher created assessments SLO	Star Reader Pre/Post Tests Classroom-based/Teacher created assessments SLO
K-12 PE/Health/Drivers Ed	FitnessGram State Driver's Ed Test Pre/Post Tests Classroom-based/ Teacher created assessments SLO	FitnessGram State Driver's Ed Test Pre/Post Tests Classroom-based/ Teacher created assessments SLO
K-12 Special Education	AIMSWEB Star Reader Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO	AIMSWEB Star Reader Quarterly Assessments Grade level common assessments Textbook Chapter Tests Pre/Post Tests Classroom-based/ Teacher created assessments SLO
K-12 Speech/Language Pathologist	Pre/Post Tests Classroom-based/ Teacher created assessments SLO	Pre/Post Tests Classroom-based/ Teacher created assessments SLO

