

CONTRACT AGREEMENT

BETWEEN

CORNELL DISTRICT #426 BOARD OF EDUCATION

AND THE

CORNELL ELEMENTARY EDUCATION ASSOCIATION

2022-2024

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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 Association Dues Deduction

4.3.1 Employee Authorization

Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization form for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year-to-year unless the employee is dismissed or until such time as the Association advises the Board that it has been revoked

4.3.2 Employee Payroll Deduction

The Board shall deduct from an association member's pay the current dues of the Association. The amount of the dues deduction shall be annually certified by the Association. Dues deductions shall be uniform throughout the annual period for each association member unless that association member's workday or work year is substantially changed, otherwise requiring modification of that association member's payroll amounts or procedures. All association members shall have their dues deducted in substantially equal amounts over nine (9) months, September through May.

4.3.3 Remittance to Association

The Board shall remit to the Association all amounts deducted for Association dues within ten (10) calendar days after such deductions are made.

4.3.4 Hold Harmless

The Association shall hold the District harmless against any claims and all liability resulting from the Board's compliance with this provision.

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 twenty-five (25) minutes after the dismissal bell. In no event shall the normal workday exceed seven (7) hour and forty-five (45) minutes. On the last day of the school week, the teachers may leave as soon as the students have departed. 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 fifteen dollars (\$15) 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 thirty dollars (\$30). 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. If the Board has not taken action to remove the person or persons holding these positions by the end of the student school year, they shall be considered hired for the next school year, regardless of any subsequent Board action.
- C. If equally qualified, preference shall be given 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.

5.7.1 Athletic Director Duties and Compensation

The compensation for the role of the Athletic Director shall be three thousand dollars (\$3,000) this stipend and position may be split among two (2) staff members.

The athletic director shall be responsible for coordinating the scheduling of interscholastic events. This shall include scheduling with other teams, transportation and officials as needed. The athletic director will be the first point of contact for concerns and questions regarding these events.

In addition to the duties above, the Athletic Director will be responsible for arranging supervision for all home athletic events with no additional compensation. Supervision will be performed by the Athletic Director as often as possible. If they are unable to supervise an event, the building administrator will be asked to supervise or will request others supervise at the rate listed in Appendix B.

The district will coordinate with the Athletic Director to determine the schedule of supervision and shall post the available supervision opportunities for staff as needed.

If the Board has not taken action to remove the person or persons holding this position by the end of the student school year, they shall be considered hired for the next school year, regardless of any subsequent Board action.

5.7.2 No Assistant

If the district decides not to hire an assistant position listed in Appendix B, the hired head coach and any hired assistants shall evenly split any additional stipends for that activity in recognition of their additional duties and supervision responsibilities.

If the positions or compensation are to be split in any other way than outlined in this contract, the arrangement shall be discussed with the Association and affected employees and will only happen with the mutual consent of all affected employees.

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.

5.11 Unsafe or Hazardous Working Conditions

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

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, who have been rated as Proficient or Excellent, must be evaluated at least once every three (3) school years.

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.

6.5 Evaluation Appeals

Any teacher who receives a summative rating of "Unsatisfactory" may appeal such evaluation by submitting to the Superintendent, within ten (10) school days of the teacher's receipt of the evaluation, the following documents:

- A. A letter identifying the evaluation summative evaluation rating of Unsatisfactory which the teacher wishes to appeal;
- B. A copy of the evaluation;
- C. A copy of any prior evaluation the teacher wishes to be considered; and
- D. A copy of any additional evidence or document the teacher wishes to be considered.

The Superintendent shall promptly convene the Panel of Qualified Evaluators ("the Panel") agreed to by the PERA Joint Committee and forward to the Panel the appeal and related documents submitted by the teacher. The Panel shall meet at least once, with the first meeting occurring no more than ten (10) school days after its receipt of the appeal. The Panel shall have the power to collect, review and command the provision of additional evidence as it deems necessary.

The Panel shall apply the criteria determined by the PERA Joint Committee for successful appeals and shall have the power to revoke an "Unsatisfactory" rating it deems erroneous. If the Panel revokes an "Unsatisfactory" rating, the rating shall be replaced with a "Needs Improvement" rating unless a majority of the Panel finds that another rating is appropriate.

The Panel shall issue a written decision, which shall be final. A copy of the decision shall be given to the teacher who filed the appeal and to the Superintendent.

The time for the development of a remediation plan shall be tolled from the date the appeal is filed with the Superintendent until the date the Panel issues its written decision.

No later than February 1st of each year, the PERA Joint Committee shall meet and, together with any other business of the Committee, prepare and submit to the Board and the Association 1) the identity of the Panel of Qualified Evaluators and 2) the criteria for successful appeals.

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, domestic partner, 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

Three (3) 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 three 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 four (4) 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 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, but shall not be arbitrarily denied. Employees requesting this leave shall be allowed to utilize their existing sick and personal leave to the extent that it is available. After exhausting their paid leave, employees shall be permitted to continue this leave on an unpaid basis, with the exception of continuing to receive health insurance benefits from the employer as if they were actively working.

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 or he has them.

7.3.2 Return to Work

1. Employees who are granted childcare leave shall retain all tenure rights (if applicable) and seniority upon return and shall be returned to the same position held prior to their leave.
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 1/2 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 Leave 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, domestic partner, 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 prescriptions, 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.

8.2.1 Insurance Committee

The Association shall designate up to three (3) representatives as members of the Cornell Health Insurance Committee to meet as needed, but not less than two (2) times each year.

The committee shall have access to all master policies, documents describing benefit coverage or claim procedures and experience, and other documents generated by the Plan Administrator or any third-party consultants which have been customarily provided to the Administration and Board. The Superintendent shall supply these materials to the committee as they become available from the Plan Administrator.

The committee shall consider all options which are in the best interests of the employees, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs. If the committee decides to change the insurance carrier or plan, the intent will be to provide comparable or improved coverage at reduced costs.

8.3 TRS Contributions

The board agrees to pay three percent (3%) of teacher retirement for all teachers on steps 0-3; six percent (6%) of teacher retirement for all teachers on steps 4-9 and nine percent (9%) for all teachers on step 10 and beyond. This amount shall be paid based on step placement and not based on actual years of service to the district.

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, fee, textbook, and required materials reimbursement for college courses satisfactorily completed subject to the following limitations:

1. Reimbursement will be limited to \$2000 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 thirty dollars (\$30) 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 four hundred dollars (\$400) 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 Administrative Designee

The Administrative Designee shall be a certified teacher who shall serve as the building administrator on occasions when the administrator is out of the building. Their duties shall include taking the lead in cases of emergencies as well as communicating with staff, students and parents as needed. While the Designee may be asked to deal with disciplinary issues as they arise during a day that they are serving as the administrator, that discipline will be reviewed and approved by the building administrator. Those serving as Administrative Designee may request a review of specific job duties as well as training for these duties at any time. Any change in job duties shall be made in consultation with the Association.

If there is not a full-time administrator (i.e., if there is an interim or part-time administrator), the pay for this position shall be a stipend of five thousand dollars (\$5,000) and this stipend and position may be split among two (2) certified teachers.

If there is a full-time administrator, the pay for this position shall be a stipend of three thousand dollars (\$3,000) and this stipend and position may be split among two (2) certified teachers.

If the Board has not taken action to remove the person or persons holding this position by the end of the student school year, they shall be considered hired for the next school year, regardless of any subsequent Board action.

8.8.1 Administrative Designee Substitute

If the administrator and the Administrative Designee are both absent from the building and the administration appoints a substitute Administrative Designee, said substitute Administrative Designee shall be paid one hundred dollars (\$100) for a full day of substitution and fifty dollars (\$50) for a half day of substitution. All teachers who are interested in being a substitute Administrative Designee shall apply to the administrator prior to September 7th of each school year. Only those selected by the district for this position shall serve as the Administrative Designee Substitute. Opportunities to perform these duties shall be rotated as evenly as possible among those selected.

8.9 Initial Placement

Upon hire, teachers shall be placed on the salary schedule using their previous education and teaching experience. For the purpose of placing teachers during hire, “teaching experience” shall mean full-time teaching in a Pre-K through Grade 12 position in a public school or in a private school that has been recognized by the Illinois State Board of Education and required the teacher to maintain a Professional Educator License (“PEL”) endorsed for the content area taught by the 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 _____, 2022. (Terms of this agreement were agreed to in _____, 2022, as recorded in the official minutes of the Board of Education meeting, _____, 2022. The contract is effective from July 1, 2022. to June 30, 2024.

In witness thereof
Cornell Elementary Education Association

In witness thereof
Cornell Board of Education
District #426

President, Leslie Coughlin

President, Marilea Groves

Secretary, Ashley Follmer

Secretary, Cheryl Hansen

Salary Schedule		2022-2023																										
Base		33,939	Enter last year's base salary										0.02	0.03														
% increase in base		0.08000	Enter percentage increase as a decimal on last year's base se										0.02	0.03														
New Base Salary		36,654	DO NOT enter in this cell. It calculates automatically.										Step Inc.	MA+ Ln Inc.														
		3%	1.030928	6%	1.063830	9%	1.098901																					
Step	BA	TRS	BA + 8	TRS	BA + 16	TRS	BA + 24	TRS	BA + 32/MA	TRS	MA + 8	TRS	MA + 16	TRS	MA + 24	TRS	MA + 32	TRS										
0	1.00	36,654	37,789	1.02	37,387	38,544	1.04	38,120	39,299	1.06	38,833	40,055	1.09	39,953	41,189	1.12	41,053	42,322	1.15	42,152	43,456	1.18	43,252	44,590	1.21	44,351	45,723	
1	1.02	37,387	38,544	1.04	38,120	39,299	1.06	38,853	40,055	1.08	39,586	40,811	1.10	40,320	41,567	1.12	41,319	42,700	1.16	42,519	43,834	1.19	43,618	44,967	1.22	44,718	45,818	47,235
2	1.04	38,120	39,299	1.06	38,853	40,055	1.08	39,586	40,811	1.10	40,320	41,567	1.12	41,319	42,700	1.16	42,519	43,834	1.19	43,618	44,967	1.22	44,718	46,101	1.25	46,818	47,990	
3	1.06	38,853	40,055	1.08	39,586	40,811	1.10	40,320	41,567	1.12	41,319	42,700	1.16	42,519	43,834	1.19	43,618	44,967	1.22	44,718	46,101	1.25	46,818	48,132	1.29	47,284	50,302	
4	1.08	39,586	42,113	1.10	40,320	42,893	1.12	41,053	43,673	1.14	41,786	44,453	1.16	42,519	45,233	1.19	43,618	46,403	1.22	44,718	47,572	1.25	45,818	48,742	1.28	46,818	49,132	51,082
5	1.10	40,320	42,893	1.12	41,053	43,673	1.14	41,786	44,453	1.16	42,519	45,233	1.18	43,252	46,013	1.21	44,351	47,182	1.24	45,451	48,352	1.27	46,551	49,522	1.30	47,650	51,862	
6	1.12	41,053	43,673	1.14	41,786	44,453	1.16	42,519	45,233	1.18	43,252	46,013	1.21	44,351	47,182	1.24	45,451	48,352	1.27	46,551	49,522	1.30	47,650	50,302	1.32	48,383	51,862	
7	1.14	41,786	44,453	1.16	42,519	45,233	1.18	43,252	46,013	1.20	43,985	46,793	1.22	44,718	47,572	1.25	45,818	48,742	1.28	46,917	49,912	1.31	48,017	51,082	1.34	49,117	53,421	
8	1.16	42,519	45,233	1.18	43,252	46,013	1.20	43,985	46,793	1.22	44,718	47,572	1.24	45,451	48,352	1.27	46,551	49,522	1.30	47,650	50,692	1.33	48,750	51,862	1.36	49,850	54,201	
9	1.18	43,252	46,013	1.20	43,985	46,793	1.22	44,718	47,572	1.24	45,451	48,352	1.27	46,551	49,522	1.30	47,650	50,692	1.33	48,750	51,862	1.36	49,850	53,082	1.39	50,949	54,201	
10	1.20	43,985	48,335	1.22	44,718	49,141	1.24	45,451	49,946	1.26	46,184	50,752	1.28	46,917	51,557	1.31	48,017	52,766	1.34	49,117	53,974	1.37	50,216	55,183	1.40	51,316	57,599	
11	1.22	44,718	49,141	1.24	45,451	49,946	1.26	46,184	50,752	1.28	46,917	51,557	1.31	48,017	52,766	1.34	49,117	53,974	1.37	50,216	55,183	1.40	51,316	56,391	1.43	52,415	57,599	
12	1.24	45,451	49,946	1.26	46,184	50,752	1.28	46,917	51,557	1.30	47,650	52,363	1.33	48,750	53,571	1.36	49,850	54,985	1.39	50,949	55,988	1.42	52,049	57,197	1.45	53,148	58,405	
13	1.26	46,184	50,752	1.28	46,917	51,557	1.30	47,650	52,363	1.32	48,383	53,169	1.35	49,483	54,377	1.38	50,583	55,585	1.41	51,682	56,794	1.44	52,782	58,002	1.47	53,882	59,210	
14	1.28	46,917	51,557	1.30	47,650	52,363	1.32	48,383	53,169	1.34	49,117	53,974	1.37	50,216	55,183	1.40	51,316	56,391	1.43	52,415	57,599	1.46	53,515	58,808	1.49	54,615	60,016	
15	1.30	47,650	52,363	1.32	48,383	53,169	1.34	49,117	53,974	1.36	49,850	54,780	1.39	50,949	55,988	1.42	52,049	57,197	1.45	53,148	58,405	1.48	54,248	59,613	1.51	55,348	60,822	
16	1.32	48,383	53,169	1.34	49,117	53,974	1.36	49,850	54,780	1.38	50,583	55,585	1.41	51,682	56,794	1.44	52,782	58,002	1.47	53,882	59,210	1.50	54,981	60,419	1.53	56,081	61,627	
17	1.34	49,117	53,974	1.36	49,850	54,780	1.38	50,583	55,585	1.40	51,316	56,391	1.43	52,415	57,599	1.46	53,148	58,808	1.49	54,615	60,016	1.52	55,714	61,224	1.55	56,814	62,433	
18	1.36	49,850	54,780	1.38	50,583	55,585	1.40	51,316	56,391	1.42	52,049	57,197	1.45	53,148	58,405	1.48	54,248	60,822	1.54	56,447	62,030	1.57	57,547	63,238				
19	1.38	50,583	55,585	1.40	51,316	56,391	1.42	52,049	57,197	1.44	52,782	58,002	1.47	53,882	59,210	1.50	54,981	60,419	1.53	56,081	61,627	1.56	57,180	62,836	1.59	58,280	64,044	
20	1.40	51,316	56,391	1.42	52,049	57,197	1.44	52,782	58,002	1.46	53,515	58,808	1.49	54,615	60,016	1.52	55,714	61,224	1.55	56,814	62,433	1.58	57,914	63,641	1.61	59,013	64,850	
21	1.42	52,049	57,197	1.44	52,782	58,002	1.46	53,515	58,808	1.48	54,248	59,613	1.51	55,348	60,822	1.54	56,447	62,030	1.57	57,547	63,238	1.60	58,647	64,447	1.63	59,746	65,655	
22	1.44	52,782	58,002	1.46	53,515	58,808	1.48	54,248	59,613	1.50	54,981	60,419	1.53	56,081	61,627	1.56	57,180	62,836	1.59	58,280	64,044	1.62	59,380	65,252	1.65	60,479	66,461	
23	1.46	53,515	58,808	1.48	54,248	59,613	1.50	54,981	60,419	1.52	55,714	61,224	1.55	56,814	62,433	1.58	57,914	63,641	1.61	59,013	64,850	1.64	60,113	66,058	1.67	61,212	67,266	
24	1.48	54,248	59,613	1.50	54,981	60,419	1.52	55,714	61,224	1.54	56,447	62,030	1.57	57,547	63,238	1.60	58,280	64,044	1.62	59,380	65,252	1.65	60,581	66,864	1.69	61,945	68,072	
25	1.50	54,981	60,419	1.52	55,714	61,224	1.54	56,447	62,030	1.56	57,180	62,836	1.59	58,280	64,044	1.62	59,380	65,252	1.65	60,581	66,864	1.68	61,579	67,669	1.71	62,679	68,878	
26	1.52	55,714	61,224	1.54	56,447	62,030	1.56	57,180	62,836	1.58	57,914	63,641	1.61	59,013	64,850	1.64	60,113	66,058	1.67	61,212	67,266	1.70	62,312	68,475	1.73	63,412	69,683	
27	1.54	56,447	62,030	1.56	57,180	62,836	1.58	57,914	63,641	1.60	58,647	64,447	1.63	59,746	65,655	1.66	60,846	66,864	1.69	61,945	68,072	1.72	63,045	69,280	1.75	64,145	70,489	
28	1.56	57,180	62,836	1.58	57,914	63,641	1.60	58,647	64,447	1.62	59,380	65,252	1.65	60,479	66,461	1.68	61,579	67,669	1.71	62,679	68,878	1.74	63,778	70,086	1.77	64,878	71,294	
29	1.58	57,914	63,641	1.60	58,647	64,447	1.62	59,380	65,252	1.64	60,113	66,058	1.67	61,212	67,266	1.70	62,312	68,475	1.73	63,412	69,683	1.76	64,511	70,891	1.79	65,611	72,100	
30	1.60	58,647	64,447	1.62	59,380	65,252	1.64	60,113	66,058	1.66	60,846	66,864	1.69	61,945	68,072	1.72	63,045	69,280	1.75	64,145	70,489	1.78	65,244	71,697	1.81	66,344	72,905	

**APPENDIX B
EXTRA-CURRICULAR SCHEDULE
2022-2024**

Sport/Activity	Salary
Baseball	
Softball	
Girls 7 & 8 Basketball	
Head Volleyball	\$2,500
Assistant Volleyball	\$1,250
Assistant Volleyball	\$1,250
Head Boys Basketball	\$2,500
Assistant Boys Basketball	\$1,250
Assistant Boys Basketball	\$1,250
Head Track	\$2,000
Asst. Track	\$1,000
Head Math (2 contests)	\$650
Speech (2 contests)	\$650
Student Council (PAWS)	\$1,000
Scholastic Bowl Sponsor	\$650
PBIS Committee (4 Members)	\$500 (Lead Member)
	\$300 (3 Additional Members)
Technology Committee (4 Members)	\$300
Webmaster	\$1,200
RtI Coordinator	\$1,000
Study Session Monitor	\$1,000
Ticket Taking, <u>Concession Stand</u> & Contest Supervision	\$40/event

APPENDIX C
SICK LEAVE BANK ENROLLMENT FORM
(New Hire)

I have read Article VII of the 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 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 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. 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 the current school year 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 Sock 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