

**2024-2027**

**Contract**

**For**

**Calhoun Unit 40**

**Board of Education**

**And**

**The Calhoun Education**

**Association**

**Local 4181**

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## **ARTICLE I**

### **Recognition**

1.1 The Board of Education of School District Unit 40, hereinafter referred to as the "Board", recognizes Calhoun Education Association, chartered with the Illinois Federation of Teachers and affiliated with the American Federation of Teachers, AFL-CIO, Local 4181 hereinafter referred to as the "Union or Federation", as the sole and exclusive negotiation agent for all regularly employed full and part-time teaching certified personnel, including extra-curricular duties, all regularly employed full-time and part-time support personnel, including special education aides, cooks, custodians, paraprofessionals, secretaries, bus drivers, teacher aides, parent facilitators, and maintenance, except the superintendent and principal, confidential employees, supervisory employees, managerial employees or other employees excluded from the bargaining unit under the Illinois Educational Labor Relations Act.

1.2 The Board retains the right to pay above the salary scale to obtain the services of teachers in certain fields where shortages are known to exist. The Board however will consult with the teacher's union before paying a teacher above the pay scale. In the event that a teacher is paid above the scale, the teacher will have three (3) years to complete the college courses toward the advanced placement or forfeit the advanced placement. Such teacher will show progress toward the required advanced education program by submitting annual written evidence of completed course work to the Unit Superintendent.

1.3 The Board and the Union agree that for the term of this contract the summer groundskeepers, summer temporary help, other than regular school district employees, student workers, lay coaches and substitute teachers are not within the bargaining unit. If new positions are created, the Board shall notify the Union in writing before the position is posted or advertised to confer as to whether the position is within the scope of the bargaining unit as set forth in paragraph 1.1 above. Nothing herein shall be construed as restricting either party's rights under the Illinois Educational Labor Relations Act for unit clarification.

## **ARTICLE II**

### **Negotiation Procedure**

2.1 A committee from the Union shall meet with the full Board and/or the Committee from the Board to negotiate wages, hours and terms and conditions of employment.

2.2 During negotiations, tentatively agreed upon material shall be signed prior to the adjournment of the meeting at which such agreement was reached.

2.3 If agreement is not reached thirty (30) days prior to the beginning of school, either party may declare impasse. When impasse has been declared, the parties will jointly request Federal Mediation and Conciliation Service.

2.4 Within seven days of ratification of the contract, the Board shall post the contract on Unit 40's website.

## **ARTICLE III**

### **Union Rights and Responsibilities**

3.1 Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship shall discriminate against any person on the basis of race, creed, color, sex, marital status, age, ethnic background, geographic origin, political affiliation, union activities, physical appearance, or sexual orientation.

3.2 The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning wages, hours, terms or conditions of their employment and the settlement of grievances.

3.3 Employees shall be free to join the Union without interference or penalty. They shall not be encouraged to join nor discouraged from joining the Union by supervisors, administrators or any representatives of the Board.

3.4 The local Union shall have the right, upon approval of the Building Principal, or Superintendent, to use the school building for meetings at a time when the school is not in session providing that such meetings do not interfere with instructional and/or extra-curricular programs. Fees may be charged for materials used where costs are incurred.

3.5 The Board agrees that a bulletin board shall be provided to the Union in each school building and bus garage for posting notices of activities and other matters of Union concern. The bulletin board shall be designated by the Building Principal and located in areas where there is no student access. The Union will be required to give a copy of the adopted contract to all union employees, in the form of email or hard copy.

## **ARTICLE IV**

### **Grievance Procedure**

#### **4.1 Definition:**

A grievance shall mean a written complaint by a member or of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement, and/or civil rights legislation such as Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Illinois Human Rights Act of 1980, and the Age Discrimination Act of 1975.

#### **4.2 Purpose:**

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

#### **4.3 Representation:**

The grievant has the right to a representative of choice in all steps of the grievance procedure, including the informal meeting with the most immediate supervisor. The grievant shall be present at all grievance discussions unless the Board, Union, and grievant mutually agree that the grievant presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

#### **4.4 Time Limits:**

A grievance must be filed within ten (10) working days of the occurrence of the event or within ten (10) working days of when the grievant should have reasonably known of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

#### **4.5 Constraints:**

Any investigation or other handling or processing of any grievances by the grievant or the Union shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.

Failure of a grievant or Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.

If the Union or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the Board shall not be required to process the same claim or set of facts through the grievance procedures.

#### 4.6 Procedure:

Step 1 – If the grievance cannot be resolved informally, the aggrieved employee working shall file the grievance in writing and at a mutually agreeable time, within ten (10) days after receipt of the grievance; discuss the matter with the principal or immediate supervisor. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy requested. The filing of the grievance at the first step must be within ten (10) working days from the date of the occurrence of the event giving rise to the grievance. The principal or immediate supervisor who has the authority to decide on the grievance shall make such decision and communicate it in writing to the employee and the Superintendent within five (5) working days. The decision shall include reasons.

Step 2 – In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved employee shall file, within five (5) working days of the principal's, or immediate supervisor's written decision or answer at the first step, a copy of the grievance with the Superintendent. Within five (5) working days after such written grievance is filed, the Superintendent or his designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall provide an answer within five (5) working days after the grievance meeting and communicate it in writing to the employee, the principal or immediate supervisor, and the Union.

Step 3 – If the grievance cannot be settled at the second step, the grievance may be submitted to the Board to be considered at a meeting arranged by the Board. This meeting shall, in no case, be more than ten (10) working days after the grievance enters the third step. The aggrieved, acting independently or through the Union, may present a written brief to the Board and may request an oral hearing on the grievance which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board, as the Board may designate.

Step 4 – If the grievance is not satisfactorily resolved at step three, the grievance may proceed to impartial binding arbitration. The Union may submit to the Superintendent a written request on behalf of Union and the grievant to enter into impartial binding arbitration. This request may be submitted within twenty (20) working days of receipt of the step three answers. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after notice is given.

If the two parties fail to reach agreement on an arbitrator within seven days, the American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator. The decision of the Arbitrator will be binding on both parties as prescribed by law.

#### 4.7 Expenses:

Expenses for the Arbitrator's services will be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

#### 4.8 Four Corners:

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the parties involved. Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.

#### 4.9 No Reprisals:

An employee who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

#### 4.10 Discussion of Grievance:

The parties shall not discuss the grievances with anyone not officially involved at any formal state of the grievance procedure.

## **ARTICLE V**

### **Personnel File**

Each employee shall have the right to review the contents of his/her personnel file, subject to the following conditions:

5.1 The Board shall provide the employee with the inspection opportunity within two (2) working days after the employee makes the request. If the employer can demonstrate, through a reasonable showing, that such deadline cannot be met; the employer shall have an additional two (2) working days to comply.

5.2 The employee shall not be entitled to inspect or view any materials exempt from such inspection or viewing under the Illinois Personnel Records Act.

5.3 The employee's review of his/her personnel file shall take place during the normal working hours of the central unit office building. The Superintendent and/or his/her designee reserves the right to be present at such review, and both-the employee and the Superintendent and/or his designee will sign to verify the contents of the file.

5.4 The employee shall not be entitled to remove any part of his/her personnel records from the personnel file.

5.5 After the employee has reviewed the contents of his/her personnel file, the employee may request that copies be made of specified information contained in the file.

## **ARTICLE VI**

### **Employment Conditions for Certified Personnel**

#### **6.1 Teacher Notification of Assignments:**

A teacher shall be given written notice of said teacher's assignment for forthcoming year no later than July 1. In the event changes in such assignments are proposed, the teacher affected shall be notified promptly and consulted. In no event shall changes in the teacher's assignments be made later than August 1 unless an emergency situation occurs.

#### **6.2 Extra-Curricular Assignments: Excluding Athletics**

Any assignments in addition to the normal teaching schedule during the regular school term, included but not limited to adult education courses, extra duties enumerated on stipend Appendix D and summer school courses shall be with the consent of the teacher. If necessary personnel cannot be obtained with the consent of the teacher, extra-curricular duties shall be assigned on a rotating basis, beginning with those who have not had duty most recently.

All stipend/extra-curricular renewals will be recommended by the Building Administrator at the April Board meeting. A signature of intent on returning will be acquired and submitted at the April Board meeting along with the



recommendations. If a sponsor knows they do not plan to return to the extracurricular duty, a resignation letter should be submitted to the Superintendent and Board of Education Secretary no later than one week prior to the April Board meeting. All positions still available after the April Board meeting will be electronically sent to employees through school e-mail. During summer months when school is not in session, a notice of stipend/extra-curricular positions will be sent electronically through school e-mail and posted on the school web page.

### 6.3 Vacancies, Promotions, and Internal Selection:

The Superintendent or his/her representative shall post in all school buildings a list of the known vacancies or new positions which will occur during the following school year, no later than May 1 of each school year.

The Union shall select a member to represent it in the hiring of certified staff and administrators exclusive of Superintendent. The Union representative would not be compensated for the after school hours required to attend the interviews. One representative would agree to be present for all interviews for a particular position. The representative would act as an observer only, and agree to confidential, professional conduct.

Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another building, or a change in position shall file within three (3) days of vacancy posting written statement with the Superintendent of such desire according to the list of known vacancies.

No later than May 10, and again on the last full day teachers are in attendance, of each school year, supplemental lists of known vacancies or new positions which will occur during the following school year will be posted in all school buildings.

No assignments of new teachers or employees in the school system shall be made until all pending requests for reassignment or transfer have been reviewed by the administration.

Notice of all new positions created shall be posted in all schools and the unit office.

### 6.4 Experience Credit:

The employee shall be awarded credit for full-time public school teaching experience outside the district. No outside district credit will be awarded on the stipend schedule.

#### 6.5 School Year and Salary Schedule:

The salary schedule shall be as set forth in Appendix A which is attached to and incorporated into this Agreement. The schedule shall be based on a 185-day school calendar as negotiated by the Board and the Union. The Guidance Counselor and School Nurse shall, at the option of the Board of Education, be employed on a ten (10) month contract for each school term. The rate of pay of the extra full month shall be prorated as per his/her individual placement on the salary schedule. Certified teachers shall notify the District of any new certificates and transcripts of courses completed on or before August 15<sup>th</sup> of each school year. By October 10<sup>th</sup>, an official transcript would be required for all advanced degrees received and should be so indicated on the transcript.

#### 6.6 Summer School:

Positions in the summer school program shall be filled by regularly appointed teachers in the School District where possible. In filling such positions, consideration shall be given to a teacher's certifications, major and minor field of study, length of service in the school district, and frequency of prior applications for an assignment to summer positions.

#### 6.7 Notification Procedure:

When an emergency exists, notification of the closing of schools will be broadcast over appropriate radio stations as soon as possible, but no later than 6:30 a.m. In addition to this, each employee shall be personally contacted through the use of School Reach as soon as possible, but no later than 6:30 a.m.

#### 6.8 School Closing and Leave Days:

When the school is officially closed, no leave days previously arranged by a teacher will be deducted.

#### 6.9 Life-time Pass:

Upon retirement, a teacher will receive a lifetime pass to all school events in Unit 40, exclusive of dinners.

#### 6.10 Physical Facilities:

Each teacher shall be provided a separate desk and/or file cabinet with locks.

#### 6.11 Hazardous Employee Conditions:

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which could endanger their health, safety or well-being. The Board shall take all necessary precautions to guarantee the employees' health, safety, or well-being is not endangered.

#### 6.12 Union Representation of Disciplinary Matter Affecting Reemployment or Dismissal of Employee

When the Superintendent requires an employee to attend a meeting for disciplinary matters which could affect the reemployment or dismissal of said employee, that employee may request a Union representative to be present. If the Superintendent requires the meeting to be held during the working time of the employee or the representative, release time shall be granted. Normally, such meetings occur outside the workday. The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately. Steps of progressive discipline: oral warning, written warning, suspension without pay and discharge. If an employee requests a hearing, the cost of the hearing, if the employee is found to be at fault, will be the employee's responsibility. Employees who are fired or dismissed will have all sick days turned into TRS.

#### 6.13 School Calendar:

Following negotiations with the Union, the Board shall establish a school calendar, which does not exceed one hundred eighty-five (185) school days. The calendar shall contain no more than one hundred seventy-six (176) regular workdays; four (4) institute days, and five (5) emergency workdays. If the five emergency workdays are not used for emergency purposes, they shall not become employee workdays.

The teacher work day shall consist of seven and one-half (7.5) hours except that teachers may be required to perform the following duties outside the established work day: (1) bus duty, (2) open house, (3) conference, (4) faculty meetings, and (5) emergencies as defined by the Administration. With exception of duty staff, employees will be dismissed 30 minutes after the last bus leaves the High School on the day before Thanksgiving, the day before Christmas break, and the day before Easter break.

#### 6.14 Duty Free Lunch

No Certified employees will be required to perform any duty during their scheduled lunch period, which shall be determined by the building schedule established by the Principal. The duty-free lunch shall be equal

to the regular school lunch period but not less than 30 minutes during each school day.

#### 6.15 Sick Day Payment Options:

A teacher may receive a payment of twenty-five dollars for each sick leave day not used during the teacher's employment with Unit 40. A teacher has the option of applying credit for these days to his/her retirement pension as per Illinois School Code or to be paid in full at twenty-five dollars if they resign or are RIF'd. This payment will be made after the last payday in August. After applying credit for unused sick leave days to retirement, any balance of unused sick days remaining will be converted to the pay out as described above.

#### 6.16 Class Size

Class size shall be limited to the smallest number of pupils possible. Whenever possible, an effort shall be made to equalize the class size, with particular emphasis on the smallest class size possible at the kindergarten and primary level. In the case of planned staff reductions, the Union will be given access to existing information that said decisions would be based on.

The district will make every attempt to adhere to the following recommended class sizes:

Kindergarten Readiness – 2 <sup>nd</sup> Grader	Maximum of 25 students
3 <sup>rd</sup> Grade – 5 <sup>th</sup> Grade	Maximum of 27 students
Middle School and High School	Maximum of 30 students
Physical Education Classes	Maximum of 40 students

## **ARTICLE VI-A**

### **Employment Conditions for Educational Support Personnel (ESP)**

#### 6.1A ESP Workday

A. A 12-month ESP employee works regularly Monday through Friday, during the July 1 – June 30 fiscal year. Under this Agreement, a 12-month ESP shall mean someone who works at least 8 hours per day on a 12-month basis. The hours include a 30-minute duty free paid lunch.

A part-time ESP is regularly scheduled to work at least 4 hours per day Monday through Friday, but less than 6 hours per day on either a 12-month or school year basis.

B. ESPs employed to work during the school year shall be regularly scheduled to work each school day for 8 hours. The school year follows the school calendar. The hours include a 30-minute duty free paid lunch.

C. Overtime shall accrue to ESPs who have prior authorization from the Superintendent to work more than 40 hours in any week. A week shall be from 12:01 a.m. Monday for 7 consecutive days to the following Sunday at midnight. Authorized overtime hours shall be paid at 1 ½ times the regular hourly rate the ESP earns.

D. The classifications for ESP positions for the purposes of this agreement are as follows:

1. Director of District Service
2. Maintenance Director
3. Custodian
4. ¾ Custodian
5. Regular Route Bus Driver
6. Special Route Bus Driver
7. Paraprofessional
8. Cook
9. Head Cook
10. Secretary
11. Bus Monitor

E. The workday schedule for all ESP positions shall be established by the Superintendent to meet District needs.

F. Conditions of Employment - Secretaries

A Secretary's work hours must be during the normal work day unless given permission by the Principal/Supervisor to work hours outside the normal work day

G. Conditions of Employment - Custodians

If a ¾-time custodian substitutes for a full-time custodian during the school year, he/she will still work his/her 6-hour shift. If a ¾-time custodian works

over his/her 6-hour shift during summer months when more work is required, he/she will be paid hourly for each hour over 6 hours.

Split Shifts. When school is not in session, the Superintendent or Building Principal may permit custodians and other staff normally working evening hours to work a regular day shift.

#### H. Conditions of Employment- Cooks

The Cooks will work for 180 days. The 180 days includes all student attendance days, 1 Teacher Institute Day, and 3 additional days in the summer. The Head Cook will work with management on what Teacher Institute Day will be worked and which days will be worked in the summer.

#### I. Conditions of Employment- Bus Drivers

The Bus Drivers will work 176 days. The 176 days includes all student attendance days.

#### J. Timekeeping

Per the Fair Labor Standards Act, the District has the responsibility to accurately document hourly work records. All Non-Exempt employees (all ESPs who are hourly) will be required to submit a time sheet or use a computer-based program and/or time clock as determined by the District at the beginning of each Fiscal Year. Starting and ending times should be reflective of the actual times the employee is working and not the contracted hours. Before time is turned in it must be approved by the employee and their supervisor. Copies of the time sheets must be kept in a file at the District Office and are subject to inspection by the Wage and Hour Division of the Department of Labor. If the employee uses paid leave time during the workweek, those hours do not count toward the initial 40.

#### 6.2A ESP Schedule of Assignments

ESP shall receive a tentative assignment of duties on or before July 1 of each year for the following year. The Board and Superintendent retain the right to assign employees to perform job duties that meet the needs of the District from time to time. The Board retains the right to establish job descriptions for positions within the bargaining unit and create new positions to the District, but the Board will negotiate any changes in working conditions caused by a change in job descriptions.

#### 6.3A Inclement Weather Days

On days of inclement weather when an Emergency Day is called, and on-campus classes are cancelled; Custodians, Director of District Services and Maintenance Director are expected to report to work unless weather

conditions are such that coming to work would create a risk to the employee's safety. The employee shall promptly notify the Superintendent or designee and provide a reasonable explanation of the employee's personal circumstances that prevent reporting to work. Those employees expected to work will be allowed a flex day off taken on another day. An ESP in this category (Custodian, Director of District Services and Maintenance Director) who previously had scheduled a personal leave or vacation day shall be allowed to take that day regardless of the inclement weather. If Secretaries have approval from administration to work on an Emergency Day, they are allowed a flex day off taken on another day.

No other ESP employee shall report to work on Emergency Days and shall not have pay/benefits reduced as a result. If these ESP's had previously scheduled a personal leave or vacation day, they shall not have the days deducted.

On days of inclement weather, if the District has an e-Learning Plan and a day is used, ESP's should refer to the e-Learning Handbook for work expectations.

#### 6.4A Vacancy Notice

A. When a vacancy occurs during the school year in an ESP position within the bargaining unit, the Superintendent or designee shall post a copy of the vacancy notice in each employee work room and the bus facility. One copy of the notice shall also be placed in the Union President's mailbox. During other times than during the regular school year, the Board will post subsequent vacancies in the Superintendent's office and bus facility and send one copy to the Union President. The term "vacancy" does not include temporary positions, substitute positions, or for an employee who has been granted a leave of absence.

B. On or before September 1<sup>st</sup> of each year, the Superintendent shall post a notice in the teachers' lounge, in the bus facility and in each employee workroom for substitute custodian jobs. This notice shall be posted for 10 school days. Certified teachers and ESPs who want to be considered for substitute custodian jobs during the year may sign up. Bargaining unit members shall have preference over non-bargaining unit persons, provided the bargaining unit member is able to perform the substitute custodian duties. However, any bargaining unit member whose selection for substitute custodian jobs would cause the District to pay overtime shall not be selected to perform such duties.

#### 6.5A ESP Hiring

The Board shall retain the right to select, hire, train, transfer, schedule, direct and promote ESPs. Initial pay for ESP positions shall be based on

the ESP salary schedule in Appendix C. The Board may place a new hire on the salary schedule at a step the Board deems is in the best interest of Unit 40.

#### 6.6A Lifetime Passes

Upon retirement, an ESP shall receive a lifetime pass to all school events in Unit 40, exclusive of dinners.

#### 6.7A Notification Procedure

When an emergency exists, notification of the closing of schools will be published on Channels 2, 4, 5 and 11 television stations and Calhoun Unit 40 Facebook Page no later than 6:30 a.m. In addition to this, each employee shall be personally contacted through the use of a School Messenger as soon as possible, but no later than 6:30 a.m.

#### 6.8A Hazardous Working Conditions for ESP

In the event an educational support employee believes he/she is required to work under unsafe or hazardous conditions or to perform tasks which could endanger his/her health, safety or well-being, the employee shall notify the Superintendent in writing immediately, describing the condition of concern. Upon receipt of the written notification, the Superintendent shall convene a meeting of the Safety Committee as soon as possible. The Safety Committee shall be comprised of the Superintendent and one other designee, the Director of District Services and the Maintenance Director. The Safety Committee shall meet with the employee who has notified the Superintendent to discuss his/her concern. The Safety Committee shall develop safety work rules or plan to address any specific condition or situation that the Committee determines is practicable. If any safety work rule or plan involves an expenditure of more than \$100.00, Board approval shall be required. Nothing contained herein shall be construed to restrict the Superintendent's authority to take immediate action to address any safety concerns.

#### 6.9A Union Representation of Disciplinary Matter Affecting Reemployment or Dismissal of Employee

When the Superintendent requires an employee to attend a meeting for disciplinary matters which could affect the reemployment or dismissal of said employee, that employee may request a Union representative to be present. If the Superintendent requires the meeting to be held during the working time of the employee or the representative, release time shall be granted. Normally, such meetings occur outside the workday. The District subscribes to the concept of progressive discipline. While it is desirable to follow the normal sequence of progressive discipline, an infraction may be of such a serious nature as to warrant more severe actions immediately.



Steps of progressive discipline: oral warning, written warning, suspension without pay and discharge. If an employee requests a hearing, the cost of the hearing, if the employee is found to be at fault, will be the employee's responsibility. Employees who are fired or dismissed will have all sick days turned into IMRF.

#### 6.10A ESP Sick Day Payment Options

An ESP employee will receive a payment of fifteen dollars for each sick leave day not used during the employee's employment with Unit 40. This payment will be made after the last payday in August. An ESP employee has the option of applying credit for these days to his/her retirement pension as per Illinois School Code and/or the Illinois Municipal Retirement Fund. After applying credit for unused sick leave days to retirement, any balance of unused sick days remaining will be converted to severance pay as described above.

### ARTICLE VII

#### Leaves

##### 7.1 Sick Leave:

Each full-time regularly employed certified staff covered by the agreement shall receive the following sick leave:

Number of Years	Number of Sick Days
1-19	13
20-24	17
25-29	22
30+	25

Sick leave shall be used for personal illness, quarantine at home, and serious illness. A day of sick leave equals the number of hours the employee is regularly scheduled to work in a day. Immediate family shall include mother, father, mother-in-law, father-in-law, husband, wife, civil union partner, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, sister, brother, brother-in-law, sister-in-law, grandson or granddaughter.

IMRF eligible employees will receive a tiered sick leave accrual rate as follows:

Year 20 – 20 days

Year 21 – 21 days

Year 22 – 22 days

Year 23 – 23 days

Year 24 – 24 days

Year 25 – 25 days

Year 26 – 26 days

Year 27 – 27 days

Year 28 – 28 days

Year 29 – 29 days

Year 30 and beyond – 30 days

The Board may require any employee who has a personal illness that causes the employee to miss three or more consecutive days of work to present a physician's certificate of fitness for duty before returning to work.

If such employee does not use the full amount of annual sick leave thus allowed, the unused amount shall accumulate to 340 days for certified staff and 240 for ESP days at full pay including the leave of the current year.

#### 7.2 Bereavement Leave:

In the event of a death in the immediate family, an employee will be allowed 2 days of paid leave in close proximity to the death. When attendance at a funeral of a deceased person other than those mentioned previously seems obligatory on the part of the employee, the Superintendent may, upon request, grant sick leave for such an exception. Such request should be made to the Superintendent of Schools prior to the date of the funeral. For the purpose of this Section, "immediate family" is defined as parents, spouse, civil union partner, brothers, sisters, children, foster children, grandparents, grandchildren, and a designated primary caregiver as affirmed by the primary care physician including relations by law or by step for the above. These days shall not be subtracted from sick or personal leave.

One (1) day paid funeral leave per occurrence shall be allowed for aunts, uncles, nieces, or nephews, including relations by law or step for the above. These days shall not be subtracted from sick or personal leave.

One (1) day paid funeral leave per year shall be granted for other relationships without charging a personal or sick day.

An employee shall provide the Principal or Superintendent with at least 48 hours advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable.

#### Unpaid Bereavement Leave for the Death of a Child

In the event of the death of an employee's child, the employee shall also be entitled to use up to 10 working days of unpaid bereavement leave to (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death of a child; or (3) grieve the death of a child. Bereavement leave for a child must be completed within 60 days after the date on which the employee receives notice of the death of the child. The employee may elect to substitute any accrued and available paid leave for all or a portion of the unpaid leave related to the death of an employee's child. The employee shall notify the Principal or Superintendent as soon as practicable after learning of the death of any family member for which the employee may wish to use bereavement days. The Principal or Superintendent may require reasonable documentation verifying the need for the bereavement leave. An employee shall provide the Principal or Superintendent with at least 48 hours advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable.

#### 7.3 Sabbatical Leave:

The Board may grant a sabbatical leave of absence to certified personnel for a period of at least four school months, but not in excess of one school term for resident study, research, travel or other purposes designed to improve the school system.

This leave may be granted after completion of every six years of satisfactory services as a full-time certified employee.

Applicant desiring a sabbatical leave shall submit proposed plans for activities and benefits for the school system. Plans, when approved, shall not be modified without the Board's approval.

Before leave is granted the applicant shall agree in writing that if at the expiration of such leave he does not return to and perform contractual continued service in the District for at least two school terms after his return, all sums of money received from the Board during his sabbatical leave will be refunded to the Board unless return and performance is prevented by illness or incapacity.

Requests for sabbatical leave must be received by the Unit Superintendent in writing no later than April 1 of the year proceeding the school year in which the sabbatical leave is requested.

During absence pursuant to such leave, such certified employee shall receive the same basic salary as if in actual service, except that there may

be deducted an amount equivalent to the amount payable for substitute service. The salary shall in no case be less than the minimum salary as provided by Section 24-8 of the Illinois School Code or 1/2 of the basic salary, whichever is greater.

Upon expiration of a sabbatical leave, the certified employee shall be returned to a position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical shall not be affected.

Absence during a leave granted shall not be construed as a discontinuance of service, including progression on the salary schedule. The Teacher Retirement System payment required of the person on leave shall be a proportional part of such rate for a partial year of sabbatical leave credit and shall be paid by employee.

No more than one certified employee during a given year may be granted a sabbatical leave.

#### 7.4 Leave of absence:

Leave of absence for travel, pregnancy, extended illness, or business obligations may be granted without pay for no longer than one (1) year.

All leaves of absence are subject to the recommendation of the Unit Superintendent and subject to the approval of the Board, providing a suitable substitute teacher can be obtained.

If an employee were to take an entire year leave, the employee shall not accumulate sick leave, vacation time or seniority.

#### 7.5 Jury Leave:

The School District will pay the full salary when an employee is absent for jury duty or to witness in court (subpoenaed) and the employee will remit all enumeration for such service to the school district.

#### 7.6 Personal Leave:

Teachers, 12-month or school year ESPs shall be entitled to five (5) days of personal leave. Each unused personal day shall be added to the total accumulated sick days. A personal leave day that does not meet guidelines may be granted by the Superintendent. The employee must submit a written request to the Superintendent specifying the need.

### Personal leave guidelines:

- 1) Personal leave needs to be submitted to the building principal/supervisor 72-hours prior.
- 2) Personal days will not be granted on School Improvement or Teacher Institute days.
- 3) Personal leave may not be taken during the first and last week of school.
- 4) One (1) personal day may be granted before or after a school holiday with the following parameters: Only two (2) staff members may be granted at CHS at the same time and only three (3) staff members at CES/CJHS. One exception to this is the Washington D.C. trip where more staff may be off in a building than what is stated in the guidelines.

### 7.7 Union Leave:

Should the Association send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused up to a district-wide maximum of four (4) days per year without loss of salary providing that the Association shall reimburse the District for the cost of substitutes.

The frequency of excused leaves shall not impair the quality of classroom instruction, and a written request for leaves shall have been submitted to the Superintendent at least seven (7) days in advance.

### 7.8 Professional Leave:

The Unit Superintendent may authorize professional leave for attendance of personnel at state, local, or national meetings without pay deduction.

The number of absences allowable for professional leave is a value judgment on the part of the Unit Superintendent and is subject to budget limitations for employing substitutes and reimbursement for meals, and lodging.

### 7.9 Sick Leave Bank

A sick leave bank will be established for all employees to be used in the event of a catastrophic illness (defined as a life-threatening illness), surgery, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving immediate relatives of the employee when the employee is the sole care giver for the relative. Normal pregnancy, child care, or elective surgery is not considered to be valid reasons for use of the sick leave bank.

Each participating employee shall contribute one (1) sick day per year to a sick leave bank. The sick leave bank can accumulate 540 days total.

Once 540 days are reached, only new hired employees will need to contribute to join.

A joint District-Union committee shall govern the sick leave bank. The committee shall consist of three (3) members, two selected by the Union and one (1) selected by the District. The program shall be voluntary; however, only those employees who contribute to the bank shall be able to participate in the program. Employees may contribute additional sick days to the sick leave bank.

To make a withdrawal from the sick leave bank, the employee must have exhausted his/her sick and personal leave. Upon the first application to use days from the sick bank, a maximum of 25 days could be granted. If an employee would need more than 25 days, they must apply one week prior to the end of the first granted sick bank leave. The employee would be limited to 180 max per event. The employee must apply to committee for the withdrawal. The decision of the committee shall be final and not subject to the grievance procedure.

#### 7.10 Family Medical Leave Act

Bargaining unit members may be eligible for unpaid Family Medical Leave, on either a consecutive or intermittent basis, as provided by the Family Medical Leave Act (FMLA) and Board Policy. Consistent with the FMLA and Board Policy, the District will substitute a bargaining unit member's accrued paid personal and sick day for unpaid leave. Any substitution of paid leave for unpaid FMLA leave will count against a member's FMLA leave entitlement. The Employee shall notify the Superintendent of the intent to take FMLA leave and the dates the leave is requested at least 30 days prior to the date the leave is to commence when possible.

## **ARTICLE VIII**

### **Compensation**

#### 8.1 Payroll Installments:

On a form developed by the District, employees shall annually elect the distribution of their compensation within the first week of the new school year. The election will be irrevocable for the remainder of the school year and shall remain in effect until the employee notifies the Bookkeeper of his or her desire to make a change in this election by August 25<sup>th</sup> of the next school year. Employees first hired for or after the 2013-2014 school year, retiring employees, and employees who participate in Section 125 tax sheltered deductions must defer their compensation over twelve (12) months. Twelve-month ESPs shall be paid their wages over a 12-month period. Paydays will be on the 10<sup>th</sup> and 25<sup>th</sup> of each month, with

timesheets due on the 1<sup>st</sup> and 16<sup>th</sup>. The daily rate for certified staff is 1/180 of their salary.

#### 8.2 Pay Days-School Not in Session:

If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their deposits on the last work day prior thereto. Extended breaks such as summer will be paid on the May 25<sup>th</sup> pay date and Christmas break will be paid on December 23<sup>rd</sup>. A list of payroll dates will be available from the bookkeeper as requested.

#### 8.3 Supplemental Jobs – Added to Salary Schedule

The supplemental pay schedule shall be set forth in Appendix B which is attached to and incorporated into this agreement. Supplemental jobs are defined as assignments that are in addition to the normal work schedule and/or that exceed the normal work day.

#### 8.4 Supplemental Jobs – Payroll Procedures

Stipends shall be added to the employee's salary. Employees may elect one of the following ways in which to receive their stipend:

- 1) Included in each pay period
- 2) Paid in one (1) lump sum during the school year. The date will be either November 10<sup>th</sup> or April 10<sup>th</sup> based on the season or activity. The District Office will provide a list when each activity will be paid.

#### 8.5 Tuition Reimbursement:

The Board shall pay the tuition for courses at a rate of \$116.67 per semester hour, up to a maximum of \$700 per calendar year (January-December) Tuition reimbursement submitted in excess of \$700 will not carry over to the next year. Employees wishing to claim reimbursement must submit a copy of the course description from the university catalog or website and receive written permission from the Superintendent prior to enrollment in a course by completing the Course Approval Form.

Undergraduate level courses may be eligible for tuition reimbursement provided that the Course Approval Form is submitted and approved in advance by the Superintendent.

In order to be eligible for reimbursement, written approval from the Superintendent on the Course Approval Form is required before enrolling in a course and the teacher must be an employee of the school district at the time the course work is completed. In case of closed classes, the teacher will notify the Superintendent.

To receive reimbursement upon conclusion of the course, employees must complete it with a grade of A or B, or complete it with a Pass, if the course is Pass/Fail. A copy of posted grades must be submitted to the Superintendent, along with proof of paid tuition.

On line course work is acceptable but must come from an accredited college or university and proof of accreditation must be approved by the Superintendent prior to enrollment in the online course through the Course Approval Form.

#### 8.6 Travel Reimbursement:

Employees wishing to use a school van must notify the Director of District Services one week in advance. Mileage will not be paid if a school van is available for use. If no van is available, the school district will pay the IRS rate per mile to an employee when that employee is required to drive his/her own vehicle in providing his/her services for the school district.

#### 8.7 Teacher's Retirement System:

The Board agrees to contribute to the Teacher Retirement System, in addition to the established salary schedule, 9.0% for the TRS (retirement) contribution, 0.90% for the THIS (insurance) contribution, and 0.67% for ETHIS contribution of each employee's gross creditable earnings. Should these figures change during the life of this contract, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiation the affected provisions.

#### 8.8 Illinois Municipal Retirement Fund

According to the authority granted by the Pension Reform Act of 1974 of the Internal Revenue Code, ESPs shall pay their required employee contribution and the Board shall pay its required employee contribution to IMRF as required by law for the employee's benefit and as a tax-sheltered direct contribution. Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

All employees who work 600 hours or more, and are considered eligible, shall participate in the IMRF.

For the purpose of determining IMRF eligibility, the Transportation Director shall provide the Bookkeeper with the expected hours for each Bus route and the assignment of each bus driver before the beginning of the school year. Eligibility to participate for continuing employees will also be determined each year based on actual hours worked from the previous school year per IMRF. Extra duty runs shall be assigned by district seniority.



## 8.9 Retirement Incentive

**Certified Employees:** If a certified employee is eligible for retirement under the Teacher's Retirement Service guidelines the teacher will be eligible for the following benefit pending an irrevocable letter of retirement submitted to the Board of Education by May 1<sup>st</sup> not less than one year nor more than two years prior to the effective date of the retirement. A teacher's irrevocable letter of retirement shall specifically request to receive the retirement incentive under this Section 8.9.

Two-year retirement notification: The employee would be removed from the salary schedule, and the employee would automatically receive a maximum of a 6% creditable earning salary increase for the two consecutive years of retirement notification.

One year of retirement notification: The employee would be removed from the salary schedule, and the employee would automatically receive a maximum of a 6% creditable earning salary increase for the remaining year of teaching.

**Educational Support Staff:** If an ESP employee is eligible for retirement under the IMRF guidelines, the employee will be eligible for the following benefit pending an irrevocable letter of retirement submitted to the Board of Education by May 1<sup>st</sup> not less than one year nor more than two years prior to the effective date of the retirement. An ESP's irrevocable letter of retirement shall specifically request to receive the retirement incentive under this Section

Two-year retirement notification: The employee would be removed from the salary schedule, and the employee would automatically receive a maximum of a 6% creditable earning salary increase for the two consecutive years of retirement notification.

One year of retirement notification: The employee would be removed from the salary schedule, and the employee would automatically receive a maximum of a 6% creditable earning salary increase for the remaining year of service.

If the creditable earnings used to calculate the 6% salary increase include any extracurricular stipends, and the employee discontinues coaching and/or sponsorship, the amount of stipend would be reduced from the creditable earnings used to calculate the 6% salary increase.

## 8.10 Workers Compensation

If an employee is injured on the premises of the school they must report the incident to their Supervisor or School Nurse immediately and fill out required forms within three days of the accident. If the injured employee is off work more than three days they must provide a doctor's note in order

to return to work. The employee must use three sick days or uncompensated leave days before workers compensation days go into effect. The employee must turn in a copy of their workers compensation check to the District once received. The employee will receive an adjustment in salary if they receive workers compensation wages. If their salary is adjusted, the employee will be paid the full amount of their contract between their salary and workers compensation wages received.

#### 8.11 Early Retirement Option

The District may, in its sole discretion, limit the number of teachers who retire under the statutory Early Retirement Option in any year to 10% of those teachers who are eligible for the Early Retirement Option. In the event of any limitation upon the statutory Early Retirement Option, the teacher with the greatest District seniority shall have the participation option.

#### 8.12 Earned Compensation Upon Termination

Any employee hired before 2012-2013 and dismissed as a result of a reduction in force, or as a result of non-renewal will have the option to be paid all earned compensation at the next pay period following the last day worked. If the employee chooses to do so, their health/hospitalization insurance will cancel as of their last day worked. If not, employee shall retain health/hospitalization insurance for a full 12 months from the start of the benefit until the end of their contract.

#### 8.13 Movements on Salary Schedule

A certified teacher may pursue college/ university courses to further his/her educational experience. As provided in this paragraph, Calhoun CUSD #40 will recognize courses for advancement on the salary schedule that are of a graduate level or higher. The courses must be for the purpose of obtaining an advanced PK-12 education-related degree (i.e. master's or doctorate). A certified teacher's initial base salary is also based on his/her level of education – i.e., whether he/she has a bachelor's degree, master's degree, or a doctorate. If a certified teacher has completed and earned credit hours towards an advance degree (i.e. master's or doctorate) after earning his/her most recent degree, those credit hours can increase his/her initial base salary. For example, "BA+12" on the salary schedule means the teacher has a bachelor's degree and has completed and earned 12 credit hours towards a master's degree or doctorate. Only credits earned at accredited universities and colleges, and verified by official transcripts, will be considered.

Certified staff who have 18 or more years of teaching experience and who are off the salary schedule and attain enough credit to move to the next educational lane are entitled to receive a \$1,000 raise in salary for each lane movement.

## ARTICLE IX

### 9.1 Evaluations

All evaluation processes, procedures, and paperwork associated with the Calhoun Evaluation System shall be in accordance with the administrative rules for Part 50 propagated by the Illinois State Board of Education. These shall be developed and implemented collaboratively by the District and the Union.

## ARTICLE X

### 10.1 No Strike Clause:

The Union agrees that during the effective dates of this agreement, it or its members shall not strike, withhold in whole or in part any duty or service, picket, disrupt, or impair the normal functioning of the school system. The Union recognizes its responsibilities to ensure the enforcement of this article.

## ARTICLE XI

### 11.1 **Certified Personnel Compensation and Benefits Package:**

A. Salary schedule and stipend schedule are attached hereto and incorporated herein as Appendices A, B, and C respectively.

Certified Employees who are on the salary schedule shall receive the corresponding salary based on their step and lane.

#### **Schedule Employees (1-18 years)**

2024-2025	5.2%
2025-2026	4.2%
2026-2027	4.2%

Certified Employees beyond the salary schedule will be grouped into Tier II and Tier III based on years of service. Tier II Certified Employees is composed of years 19-26 of service and Tier III Certified Employees is composed of years 27-33 or until retirement. Any individual that qualifies for retirement incentives will be removed from the Tier III schedule once their retirement letter has been received and approved.

**Tier II Certified Employees (19-26 years)**

2024-2025 4.6%  
2025-2026 3.6%  
2026-2027 3.6%

**Tier III Certified Employees (27-33 years)**

2024-2025 4%  
2025-2026 3%  
2026-2027 3%

B. During the term of this contract, ESP who elect to participate in the District's health insurance plan shall pay on a monthly basis 10% of the individual health premium cost. The Board shall pay 90% of the remaining portion of the individual health insurance.

C. The Board shall pay 100% of life insurance premiums for all certified teachers.

A full time, non-Medicare eligible employee, who chooses to opt-out of single health insurance coverage will be eligible to receive a conditional opt-out incentive payment of 5% of the annual single health insurance premium benefit, provided that applicable federal or state law does not prohibit such a payment or mandates that the District automatically enroll employee in the District's group health insurance plan. This incentive payment will be taxable income and shall be paid out in 24 installments over the course of the school year. In order to be eligible for the opt-out incentive, the employee must sign a waiver declining employer sponsored coverage and provide reasonable evidence that the employee and the expected tax family has Minimum Essential Coverage (MEC), other than individual coverage, purchased through the Marketplace or otherwise. In the event an employee becomes a participant in the District's group health insurance plan, the employee is not eligible to receive the incentive payment in any future year.

Employees who desire insurance coverage for their dependents and who are approved as eligible by the carrier, may participate in the District's health insurance plan by paying for the entire cost of the family coverage.

COBRA continued coverage may be available for dependents when no longer qualified for Illinois Public Act 95-0958. Contribution of total family health premium is to be paid by employee.

## 11.2 ESP Compensation and Benefits Package

A. ESP New Employee Salary Schedule is attached hereto and incorporated herein as Appendix E. Current employee salary increases were based on minimum wage requirements and years of service.

### ESP Schedule Employees

2024-2025	\$1.00 increase to hourly wage
2025-2026	4.2%
2026-2027	4.2%

ESP beyond the salary schedule will be grouped into Tier II and Tier III based on years of service. Tier II ESP is composed of years 19-26 of service and Tier III ESP is composed of years 27-33 or until retirement. Any individual that qualifies for retirement incentives will be removed from the Tier III schedule once their retirement letter has been received and approved.

### Tier II ESP Employees (19-26 years)

2024-2025	4.6%
2025-2026	3.6%
2026-2027	3.6%

### Tier III ESP Employees (27-33 years)

2024-2025	4%
2025-2026	3%
2026-2027	3%

B. During the term of this contract, ESP who elect to participate in the District's health insurance plan shall pay on a monthly basis 10% of the individual health premium cost. The Board shall pay 90% of the remaining portion of the individual health insurance premiums.

Employees who desire insurance coverage for their dependents and who are approved as eligible by the carrier, may participate in the District's medical and hospitalization plan by paying for the entire cost of the family coverage.

COBRA continued coverage may be available for dependents when no longer qualified for Illinois Public Act 95-0958. Contribution of total family health premium is to be paid by employee.

### C. Vacation

During the fiscal year they were first employed, the number of vacation days each regular 12-month employee shall receive shall be prorated based on the date of hire. Proration shall be calculated by dividing the number of days in the individual's contract and multiplying the result by 5. Fractions shall be rounded up to the next whole number.

Thereafter, regular 12-month employees with 1-10 years of continuous service in the District shall receive 10 days of vacation. Regular 12-month employees with more than 10 years of continuous service in the District shall receive 1 extra day of vacation for each year of service completed, up to a maximum of twenty (20) days of vacation. The number of years of service completed shall be determined as of June 30 each year.

A vacation day shall equal the number of hours the employee is regularly scheduled to work.

Vacation time earned in one fiscal year shall be used by the end of that fiscal year or the employee shall lose it. ESPs terminating their employment shall be entitled to remuneration for the amount of vacation earned to the date of termination, provided they have been employed at least 12 months. Vacation remuneration shall be paid only when employment is terminated by the action of the School Board or by a two weeks' notice in writing by the employee.

Requests for vacations shall be submitted in writing to the administrator to whom the employee is responsible at least ten (10) working days prior to the day the vacation is to begin, and must be approved by the Superintendent. Requests for vacations shall be on the form provided by the Superintendent and by the required date. Every effort shall be made to meet the desires of the employee and the needs of the school system in establishing vacation dates. No more than one (1) week of vacation shall be taken during the school year.

### D. Holidays

A 12-month ESP employee will receive the following as paid holidays if the day of the holiday falls within his/her normal work year. When a holiday falls on a weekend, it is the discretion of the Superintendent to designate if the holiday will be taken immediately before or after the holiday if that day is not when teachers and students are present. If teachers and students are present, the 12-month ESP may use it as a flex holiday at another time. All other school year ESP employees will receive the following as observed holidays if the day of the holiday falls within their normal work year. Holidays are: July 4<sup>th</sup>, Labor Day, Columbus Day, Veterans Day, November Election Day in even years, Thanksgiving, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, President's Day, Casimir Pulaski Day, Friday of Spring Break, Monday of Spring Break, Memorial Day, Juneteenth.

No school year employee will receive holiday pay if the Board receives a waiver from the Illinois State Board of Education and school is held (with student attendance) on a holiday. Twelve-month employees shall receive another holiday if the Board receives a waiver from ISBE. The substitute holiday will be agreed to by the Board and the Union.

### 11.3 Shelter Insurance Payments

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions of the major medical/health insurance plan of the District may do so by completing the appropriate election form provided by the District. The program shall be provided at no cost to the Board of Education. The employee agrees to follow all the rules and regulations of the Internal Revenue Code regarding the sheltering of such contributions. The Board of Education shall not be responsible for the failure of the above plan to meet the writing, enforceability, etc., as determined by the Internal Revenue Code. Should any of the above be declared improper by the Internal Revenue ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent it violates the ruling or opinion. In the event an employee leaves the employment of the School District, he/she agrees to have deducted from the last paycheck(s) an amount sufficient to cover the amount obligated or paid to or for him/her by any F.S.A. plan. She/he agrees to reimburse the school district for any amount paid to him/her in excess of his/her contribution.

### 11.4 Patient Protection and Affordable Care Act

If at any time during the term of this agreement, a change in federal state laws or regulation becomes effective which affects the cost or availability of any of the employee benefits offered under this agreement, the parties hereto agree to reopen the Agreement for the express limited purpose of renegotiation the affected provisions.

## **ARTICLE XII**

### 12.1 Additions and amendments to contract and stipend schedule:

Printed or Electronic Pay Cards will be provided to teachers on the first day of teacher attendance during the school year or no later than two weeks after contract settlement if the contract is not settled by the start of school.

Seniority lists will be updated showing both years of experience and years in district. Separate lists will be maintained for certified staff and support staff. This update will be supplied to the CEA by April 15<sup>th</sup> each school term.

## **ARTICLE XIII**

### 13.1 Incorporation of Board Policy:

The existing policies and procedures of Calhoun Unit 40 are hereby incorporated into this agreement, providing that these policies and procedures may neither countermand nor be contrary to the other terms and conditions of this agreement.

#### 13.2 Complete Understanding:

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

#### 13.3 Savings Clause:

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.

#### 13.4 Waiver of Additional Bargaining:

The parties hereby acknowledge that the terms and conditions included in this agreement represent the full and complete understanding between the parties. The Board and the Union, for the life of this agreement, each waives any obligation to bargain collectively with respect to any subject or matter that may or may not have been known to either or both of the parties at the time this agreement was negotiated or signed and that any bargaining will be limited to a successor agreement, except that with the written mutual consent of both parties, such matters may be discussed and the agreement modified.

### **ARTICLE XIV**

#### 14.1 Union Membership Dues

For all employees who elect to join the Union and/or voluntarily authorize dues deduction, the Board agrees to honor the employee's voluntary authorization to deduct membership dues from his/her pay as required by law. By September 1<sup>st</sup> each year, the Union shall certify in writing to the Board the names of all employees covered by this agreement that are members of the Union and/or have voluntarily authorized the deduction of membership dues from his/her pay. The Union shall indemnify and hold harmless the Board and the District's administrators for any damages and reasonable costs incurred for any claims by an employee for deductions made in good faith reliance on its notification. The Board may cease deducting membership dues from an employee as provided by law.



## **ARTICLE XV**

### **15.1 Terms of Agreement:**

The agreement shall be effective as of September 1, 2024 and shall expire on August 31, 2027.

**Appendix A****Calhoun Certified Salary Schedule 2024-2025 (Paid TRS not included)**

	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+12</b>	<b>MA+24</b>	<b>MA+36</b>
1	38,435	39,300	40,303	43,259	44,504	45,725	46,807
2	38,897	39,771	40,787	43,778	45,038	46,273	47,369
3	38,985	40,248	41,276	44,304	45,579	46,828	47,938
4	39,836	40,731	41,772	44,835	46,126	47,391	48,513
5	40,314	41,219	42,273	45,373	46,679	47,959	49,095
6	40,797	41,714	42,779	45,918	47,239	48,535	49,684
7	41,287	42,215	43,293	46,468	47,806	49,117	50,281
8	41,783	42,721	43,812	47,027	48,380	49,707	50,884
9	42,284	43,234	44,338	47,590	48,960	50,303	51,495
10	42,792	43,753	44,871	48,161	49,548	50,907	52,112
11	43,305	44,278	45,408	48,740	50,143	51,517	52,737
12	43,825	44,809	45,953	49,324	50,744	52,135	53,371
13	44,351	45,347	46,505	49,917	51,353	52,761	54,011
14	44,882	45,891	47,063	50,516	51,970	53,395	54,659
15	45,421	46,442	47,628	51,121	52,593	54,035	55,316
16	45,966	46,999	48,200	51,735	53,224	54,683	55,979
17	46,518	47,563	48,778	52,356	53,863	55,339	56,651
18	47,077	48,134	49,364	52,984	54,510	56,004	57,331

**Appendix B****Calhoun Certified Salary Schedule 2025-2026 (Paid TRS not included)**

	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+12</b>	<b>MA+24</b>	<b>MA+36</b>
1	39,588	40,479	41,512	44,557	45,839	47,096	48,211
2	40,064	40,964	42,010	45,091	46,389	47,661	48,790
3	40,155	41,455	42,514	45,633	46,946	48,233	49,376
4	41,031	41,952	43,025	46,181	47,510	48,812	49,968
5	41,523	42,456	43,541	46,734	48,080	49,397	50,568
6	42,021	42,966	44,063	47,296	48,656	49,991	51,174
7	42,526	43,481	44,592	47,862	49,240	50,591	51,789
8	43,037	44,003	45,126	48,438	49,831	51,198	52,411
9	43,553	44,531	45,668	49,018	50,429	51,812	53,039
10	44,076	45,065	46,217	49,606	51,034	52,434	53,676
11	44,604	45,606	46,771	50,202	51,647	53,063	54,319
12	45,139	46,154	47,332	50,804	52,266	53,699	54,972
13	45,681	46,708	47,900	51,414	52,894	54,344	55,632
14	46,229	47,268	48,475	52,031	53,529	54,996	56,299
15	46,784	47,836	49,057	52,655	54,171	55,656	56,975
16	47,345	48,409	49,646	53,287	54,821	56,324	57,658
17	47,914	48,990	50,241	53,926	55,479	57,000	58,350
18	48,489	49,578	50,845	54,573	56,145	57,684	59,051

**Appendix C****Calhoun Certified Salary Schedule 2026-2027 (Paid TRS not included)**

	<b>BA</b>	<b>BA+12</b>	<b>BA+24</b>	<b>MA</b>	<b>MA+12</b>	<b>MA+24</b>	<b>MA+36</b>
1	40,776	41,693	42,758	45,893	47,214	48,509	49,658
2	41,266	42,193	43,271	46,444	47,781	49,091	50,254
3	41,359	42,699	43,789	47,002	48,355	49,680	50,857
4	42,262	43,211	44,315	47,566	48,935	50,277	51,467
5	42,769	43,730	44,847	48,136	49,522	50,879	52,085
6	43,282	44,255	45,385	48,714	50,116	51,490	52,710
7	43,801	44,786	45,930	49,298	50,717	52,108	53,343
8	44,328	45,323	46,480	49,891	51,326	52,734	53,983
9	44,859	45,867	47,039	50,489	51,942	53,366	54,631
10	45,398	46,417	47,603	51,094	52,565	54,007	55,286
11	45,942	46,975	48,174	51,708	53,196	54,655	55,949
12	46,493	47,538	48,752	52,328	53,834	55,310	56,621
13	47,052	48,109	49,337	52,957	54,481	55,974	57,301
14	47,616	48,686	49,929	53,592	55,135	56,646	57,988
15	48,187	49,271	50,528	54,234	55,796	57,326	58,684
16	48,765	49,861	51,135	54,885	56,465	58,013	59,388
17	49,351	50,460	51,749	55,544	57,143	58,710	60,101
18	49,944	51,066	52,370	56,211	57,829	59,415	60,823

**Appendix D**  
**Stipend Schedule 2024-2027**


<b>\$31,594</b>	<b>% of Base</b>	<b>0-2 Years</b>	<b>3-5 Years</b>	<b>6+ Years</b>
			\$150	\$200
Athletic Director	18.0%	\$5,687	\$5,837	\$6,037
HS Head FB	10.0%	\$3,159	\$3,309	\$3,509
HS Asst. FB	6.0%	\$1,896	\$2,046	\$2,246
HS Head VB	10.0%	\$3,159	\$3,309	\$3,509
HS Asst. VB	6.0%	\$1,896	\$2,046	\$2,246
HS Head BBB	10.0%	\$3,159	\$3,309	\$3,509
HS Asst. BBB	6.0%	\$1,896	\$2,046	\$2,246
HS Head GBB	10.0%	\$3,159	\$3,309	\$3,509
HS Asst. GBB	6.0%	\$1,896	\$2,046	\$2,246
HS Head BB	10.0%	\$3,159	\$3,309	\$3,509
HS Asst. BB	6.0%	\$1,896	\$2,046	\$2,246
HS Head SB	10.0%	\$3,159	\$3,309	\$3,509
HS Asst. SB	6.0%	\$1,896	\$2,046	\$2,246
HS Track	4.0%	\$1,264	\$1,414	\$1,614
HS FFA	6.0%	\$1,896	\$2,046	\$2,246
HS Cheer	3.0%	\$948	\$1,098	\$1,298
HS Yearbook	6.0%	\$1,896	\$2,046	\$2,246
HS NHS	2.0%	\$632	\$782	\$982
HS Student Council	2.0%	\$632	\$782	\$982
HS Scholastic Bowl	3.0%	\$948	\$1,098	\$1,298
HS Tech Support		\$1,250	\$1,400	\$1,600
HS Outside Band	5.0%	\$1,580	\$1,730	\$1,930
Dual Credit/Per Class	1.0%	\$316		
Sr. Class Sponsors (2)	2.0%	\$632		
Jr. Class Sponsors (2)	2.5%	\$790		
So. Class Sponsor	1.5%	\$474		
Fr. Class Sponsor	1.5%	\$474		
Elem. 7/8 GBB	8.0%	\$2,528	\$2,678	\$2,878
Elem. 7/8 BBB	8.0%	\$2,528	\$2,678	\$2,878
Elem. 5/6 GBB	5.0%	\$1,579	\$1,729	\$1,929
Elem. 5/6 BBB	5.0%	\$1,579	\$1,729	\$1,929
Elem. Baseball	8.0%	\$2,528	\$2,678	\$2,878
Elem. Volleyball	8.0%	\$2,528	\$2,678	\$2,878
Elem. Softball	8.0%	\$2,528	\$2,678	\$2,878
Elem. Cheer	2.0%	\$632	\$782	\$982
Elem. Tech Support		\$1,500	\$1,650	\$1,850
Head Cook		\$2,400	\$2,550	\$2,750
Summer Web Page		\$500	\$650	\$850
Concession Organizer		\$2,000	\$2,150	\$2,200

**Appendix E**  
**ESP New Employee Salary Schedule**


	2024-2025	2025-2026	2026-2027
Cafeteria	\$15.00	\$15.25	\$15.50
Paraprofessional	\$15.00	\$15.25	\$15.50
Secretary	\$15.00	\$15.25	\$15.50
Custodian	\$15.00	\$15.25	\$15.50
Bus Driver	\$19.00	\$19.25	\$19.50

In witness thereof:

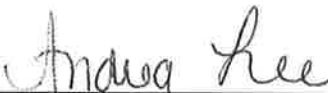
Calhoun Education Association

Board President   
Date 5/31/24

Board of Education, Unit #40

CEA President   
Date 5/31/24

Secretary   
Date 5/31/24

Unit Superintendent   
Date 5/28/24

