

COLLECTIVE BARGAINING AGREEMENT

Between

**CENTURY FEDERATION OF TEACHERS/IFT-
AFT**

And

CENTURY BOARD OF EDUCATION

2016-2017

TABLE OF CONTENTS

ARTICLE I		page
Recognition and Definitions		4
ARTICLE II		
Grievance Procedure		5

ARTICLE III
Employee Rights 9

ARTICLE IV
Employee Discipline 11

ARTICLE V
Federation Rights 12

ARTICLE VI
Working Conditions 13

ARTICLE VII
Leaves 16

ARTICLE VIII
Employee Evaluation 19

ARTICLE IX
Personnel Records 20

ARTICLE X
Pupil Discipline 21

ARTICLE XI
Compensation and Related Provisions 22

ARTICLE XII
Work Stoppage 25

ARTICLE XIII
Effect of Agreement 26

ARTICLE XIV
Management Rights 27

ARTICLE XV
Fair Share 28

ARTICLE XVI
Duration 30

TEACHER EVALUATION INSTRUMENT
APPENDIX A 31

TEACHER SALARIES
APPENDIX B 2016-2017 Salary Schedule 32

ARTICLE I

RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

The Board Education of Century Unit School District, Ullin, Illinois, (hereinafter referred to as the "Employer" or the "Board") recognizes the Century Federation of Teachers/IFT-AFT (hereinafter referred to as the "Federation" or the "Union") as the exclusive bargaining representative for all regularly employed full and part-time certified Employees (hereinafter referred to as the "Employee", "Teacher", or "Bargaining Unit Member") exclusive of supervisors, as defined by the Illinois Educational Labor Relations Act.

1.2 PART-TIME EMPLOYEES

Employees included in the bargaining unit, working on other than a full-time basis, shall be covered by the provisions of this agreement, except that their salaries and benefits shall be based upon their fractionized employment status, unless stated otherwise in the agreement.

ARTICLE II

GRIEVANCE PROCEDURE

2.1 GRIEVANCE POLICY

A procedure whereby employees can receive a prompt, impartial and fair hearing on their grievances.

2.2 DEFINITION

Any claim by the Federation or a Teacher that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, a violation of its or his rights to fair treatment, or violation of any written established policy or practices shall be a grievance.

- A. All time limits consist of school days except that when a grievance is submitted on or after June 1. Time limits shall consist of all weekdays so that the matter may be resolved before the close of the school term or as soon as possible thereafter. School days for the purpose of the grievance procedure shall mean Teacher employment days.
- B. Any grievance must be initiated informally within fifteen (15) days. Following an informal meeting between the employee and the immediate supervisor, a formal notice will be filed within ten (10) days.

2.3 FEDERATION REPRESENTATION

Upon selection and certification by the Federation, the Board shall recognize a grievance representative in each building and a Federation grievance committee. Representation shall not be limited solely to these representatives. At least one Federation representative shall be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented. Nothing herein contained will be construed as limiting the right of any Teacher having a grievance to discuss the matter informally with his supervisor, and having the grievance adjusted without intervention of the Federation, provided the Federation has been notified when the adjustment is made and the adjustment is not inconsistent with the terms of this Agreement.

2.4 PROCEDURES

The parties acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. When requested by the Teacher, the representative may intervene to assist in this resolution. However, should such informal processes fail to satisfy those involved, then a grievance may be processed as follows:

STEP ONE

Those involved may present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within ten (10) days after the receipt of the grievance. The grievance should give enough details for accuracy and make a specific request. The Federation's representative, the aggrieved Teacher, and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor must provide the aggrieved Teacher and the Federation with a written answer on the grievance within five (5) days after the meeting. Such answer shall include the reason upon which the decision was based.

STEP TWO

If the grievance is not resolved at Step 1, then the Federation shall refer the grievance to the Superintendent or a representative of the Board within six (6) days after receipt of the Step I answer or within nine (9) days after the Step I meeting, whichever is the later. The Superintendent shall arrange for a meeting with the representative of the Federation's grievance committee to take place within five (5) days of the receipt of the appeal. Each party shall have the right to include in its representation a reasonable number of witnesses and counselors as necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have six (6) days in which to provide a written decision to the Federation.

2.5 ARBITRATION

If the Federation is not satisfied with the disposition of the grievance at Step 2, the Federation may submit the grievance to arbitration. Notification to the employer of the Federation's decision to demand arbitration will be given within ten (10) days of the date of the Step 2 answer. If a demand for arbitration is not filed by the Employee within thirty (30) days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn. The demand shall be submitted to the American Arbitration Federation, which shall act as the administrator of the proceedings according to the Streamlined Labor Arbitration Rules.

- A. The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to recommend financial reimbursement or other remedies as he or she judges to be proper. Final financial remedy may be sought through civil action not exceeding the terms of the contract and/or negotiated items agreed upon by the school Board and their appointed representatives and the Century Federation of Teachers.
- B. No new evidence will be permitted after Step 2.
- C. Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the AAA will be divided equally between the parties.

2.6 AGGRIEVED PARTY

Both parties acknowledge the right of the aggrieved representative to participate in the processing of a grievance at any level and no one be required to discuss any grievance if their representative is not present.

2.7 BYPASS

Provided the Federation and the Superintendent agree, Step 1, and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

2.8 CLASS GRIEVANCE

Class grievance involving more than one supervisor and grievance involving an administrator above the building level may be filed by the Federation at Step 2.

2.9 NO REPRISALS CLAUSE

No reprisals of any kind will be taken by the Board of Education or the school administration against any Teacher because of his participation in this grievance procedure or his refusal to participate.

2.10 RELEASED TIME

Should the processing of any grievance require that an Employee or a Federation representative be released from their regular assignment, the Employee and/or Federation representative shall be released without loss of pay or benefits.

2.11 GRIEVANCE WITHDRAWAL

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

2.12 NON FEDERATION REPRESENTED GRIEVANCE

When a Teacher is not represented by the Federation, the Federation shall have the right on its request to have its representative present to state its view at all stages of the grievance procedure.

2.13 FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the employee.

2.14 POSTPONEMENT

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

2.15 COOPERATION

All parties will cooperate in the investigation of any grievance, and further, will furnish such information as is requested for the processing of any grievance.

ARTICLE III
EMPLOYEE RIGHTS

3.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize, join and assist the Federation and to participate in negotiations with the Employer through representatives of their own choosing.

3.2 SCHOOL CODE RIGHTS

As a duly elected body exercising governmental power under the law of the State of Illinois, the Board shall not directly or indirectly discourage, deprive, or coerce any Teacher in the enjoyment of any rights conferred by the Constitution of the United States, the Constitution of the State of Illinois, and the laws of Illinois. The Board shall not discriminate against any Teacher with respect to hours, wages, terms or conditions of participation in any activities of the Federation or in negotiations with the Board, nor shall the Board discriminate against any Teacher for his institution of any grievance, complaint, or proceeding under this agreement.

The School Board and Federation agree that they shall not discriminate against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, or national origin, and that the provisions of this Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

3.3 EMPLOYEE HEARINGS/EMPLOYEE RIGHTS

When a Teacher is required to appear for disciplinary action before an administrator or the Board, the Teacher shall be entitled to have a Federation representative present upon request to the Teacher. For the purpose of this section, "disciplinary action" shall mean a written reprimand, dismissal or suspension, or anything that is reduced to writing. This section shall not permit representation during evaluation processes in the District. If a Teacher is evaluated "unsatisfactory," representation by the Federation would be allowed at all subsequent meetings.

3.4 RULES AND REGULATIONS

All written policies, regulations, and rules of the Employer must be readily available to the Employee and shall be made available to anyone upon request.

3.5 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

Employees shall be notified by mail or personal contact of any change in their assignments at least 22 days prior to the first day of the school term unless said change is deemed an emergency by the administration.

Employees shall not be required to work in an assignment for which they do not have certification or approval by the State Board of Education if such position requires state certification or approval.

3.6 PREPARATION PERIOD/PLAN TIME

Employees may be permitted to leave the buildings during any preparation period or lunch break with approval of the building Principal. Such requests should be for good reason and should not be on a regular basis.

3.7 NOTICE OF VACANCIES

The Board agrees to notify Teachers of vacancies or new positions occurring during the school term. The Board agrees to mail notice of vacancies to Teachers during the summer months provided that Teachers file a written request with the Superintendent's Office prior to the end of the school year.

3.8 VOLUNTARY TRANSFER

Any tenured Teacher may apply for transfer to another building or for a reassignment when a vacancy exists. Such applications shall be in writing to the Superintendent or his or her designee. In filling such vacancies, consideration shall be given to Teachers who have applied for a transfer as well as new applicants. In filling any vacancy, the Board/Administration may consider the professional background and the attainments of all applicants.

ARTICLE IV
EMPLOYEE DISCIPLINE

4.1 No employee shall be disciplined without just cause.

ARTICLE V
FEDERATION RIGHTS

- 5.1 The Federation may use employee mail boxes, inter-school mail, designated school bulletin boards, telephone, business equipment and buildings for meetings, providing they do not interfere with scheduled activities. The Federation will repay any cost.
- 5.2 The President of the Federation shall be given notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meetings at the same time as said notice and agenda are made available to the Board.
- 5.3 One copy of all Board minutes shall be mailed or placed in the mailbox of the President of the Federation as soon as they have been approved.
- 5.4 Upon written request of the Federation, a maximum of two (2) Employees will be excused each year to attend a maximum of two (2) conferences sponsored by the Illinois Federation of Teachers (IFT) and/or American Federation of Teachers (AFT). The Superintendent will be given two weeks' notice. There shall be no loss of pay upon the condition that the Federation will reimburse the District the costs of a substitute for the days taken in attending the conference(s).
- 5.5 The Federation shall be furnished on request all regularly and routinely prepared public information concerning the financial condition of the school including the annual financial statements and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent public information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information. The Federation will furnish copies of any pertinent information as reasonably requested by the Superintendent or by the Board.
- 5.6 The Administration will work with Federation representatives in scheduling in-service activities.
- 5.7 Federation representatives and the Administration may meet by mutual agreement for the purpose of discussing problems which are not subject to bargaining.
- 5.8 The Board may allow one Federation representative from each building to be present for interviews of the Superintendent and Principal applicants. The Teacher representatives may submit questions to the Board prior to the interview process.

ARTICLE VI

WORKING CONDITIONS

6.1 LENGTH OF WORKDAY

On days when school is dismissed due to inclement weather (heat, snow, ice) the Superintendent, in consultation with the building Principals, may allow Teachers to leave the building as soon as all students have left the building.

The normal workday for Teachers shall be no longer than seven hours and thirty minutes, with the following exceptions:

Meetings scheduled by the administration

Parent-Teacher or student-Teacher conferences

Other emergencies which, in the opinion of the administration, affect the health, safety or welfare of the students.

Other circumstances in which Teachers utilize their professional judgment to determine that their presence is required beyond the normal work day.

SAVED TIME FROM MORNING DUTY

Based on morning duty time, employees can save time in 15-minute increments to be used to leave at 3:00 p.m. The Federation treasurer will keep track, and teachers will sign with the date and time. Teachers will not be able to donate or transfer their saved time. These records will be provided to the administration at the end of each quarter.

LUNCH PERIOD

All employees shall have a duty-free lunch period equal to that of the students but no less than thirty (30) minutes.

PREPARATION/PLAN TIME

All employees shall be entitled to preparation time of no less than 50 minutes during each regular length workday. At least 30 minutes (of the total 50) will be during the hours of student attendance. In the event the district should come into financial difficulty, this provision could be waived. Any such waivers will be equitable and district-wide.

6.2 ADDITIONAL LOAD COMPENSATION

If a Teacher is requested by the administration to teach or supervise during his/her preparation period, then said Teacher shall be compensated at the rate of \$20.00 per class period.

6.3 CALENDAR – SCHOOL YEAR

A regular Teacher shall provide services in the school district each year for not less than the minimum number of days and months required by law but not more than 180 days.

6.4 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

A. INITIAL DISCIPLINE CONFERENCE

Teachers will have talks outside of class when possible with students who create disturbances or do not cooperate. They are urged to contact parents of problem students of potential problems.

B. REFERRING PROBLEM STUDENTS TO GUIDANCE COUNSELORS OR BUILDING PRINCIPAL

Teachers should report to the guidance office or building Principal, persons who are potential problems for preventive action by counselors. The counselor or building Principal should report back to the Teacher as soon as possible.

6.5 STAFF MEETINGS

The Federation and the Board recognize the need for having staff meetings.

Notice of staff meetings shall be given at least one (1) day in advance except in the case of emergencies. Such meetings shall be reasonable in number and no longer than two (2) hours in duration.

6.6 CLASS SIZE

It is recognized that there is no standard “ideal size” for all grade or subject matter sections. The nature of the student group, the curriculum, and the physical characteristics of the classroom and equipment all affect desirable class size. The administrative staff is expected to plan and schedule classes which are neither so small as to be unduly costly nor so large as to hamper effective teaching and learning.

6.7 PURCHASE OF SUPPLIES AND EQUIPMENT

All purchases of supplies and equipment for classroom or extra-curricular activity use shall be through the building Principal to the district business office on requisition forms which detail the essential information needed for a purchase order.

6.8 REGULARLY-SCHEDULED STAFF DEVELOPMENT

Students will be dismissed for a regularly scheduled staff development day to allow Teachers time for in-service, school improvement, staff development, or department/grade level work sessions.

All Teachers will be surveyed during the Teacher workshop prior to the last day of student attendance to determine needs for the succeeding school year.

When possible, additional opportunities for obtaining required CPDU's will be made available (i.e. book studies, summer in-service). If grant funding is approved, stipends will be paid for Teachers who participate in after-school book studies or summer staff development.

6.9 SCHOOL CALENDAR

Prior to the adoption of the official school calendar, a proposed calendar will be placed in the elementary and the high school Teachers' lounges for a period of one week. Teachers will provide input through formal written communication to their representative administrator. All input gathered will be forwarded to the district Superintendent. The Century Board of Education reserves the right to approve the school calendar.

6.10 COMMITTEE WORK

Certified teachers shall be required to serve on building and district committees as requested by the administration. Committee assignments will be distributed equally amongst the staff. It is always desirable to place volunteers on the committees when the volunteers are the most qualified for the committees. Where the number of volunteers is greater than the number of places on the committee, those who are the most qualified for the committee and who have not served on the committee before will be placed first. Where the numbers of places on the committee exceeds the number of qualified volunteers, the administration shall assign teachers to those committee positions.

ARTICLE VII

LEAVES

7.1 SICK LEAVE

- A. At the beginning of each school year, all full-time employees shall be entitled to thirteen (13) days of leave for illness, quarantine at home, or death in the immediate family or household with full pay. Immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. Sick leave may be used for the funeral of a friend. If a Teacher must be absent due to illness for three consecutive days, a doctor's note may be requested by the Superintendent upon returning. If a doctor's note is requested but not submitted to the district within one week of the absence, the Teacher's pay will be docked for the days missed.

If a Teacher works only a partial year, he/she would be entitled to a prorated amount of sick leave. For example, a Teacher who works only one-half a year would be entitled to only six and one-half (6.5) sick leave days, a Teacher who works one-third of a year would be entitled to four (4) sick leave days, etc. Any overuse of sick leave days would be deducted at the end of the school year from the Teacher's salary. The Board reserves the right to waive any salary deduction for overuse of sick leave.

- B. Part-time employees regularly employed - - i.e. $\frac{1}{2}$ time - - are entitled to a proportion of thirteen (13) days sick leave in the same proportion as their hours of employment.
- C. Beginning school year 2003-2004, employees shall accumulate unused sick leave to a maximum of 360 days. Unused sick leave in excess of 185 days prior to the 1999-2000 school year shall be considered ineligible for accumulation.
- D. Beginning in the school year 2003-2004, unused sick leave in excess of 170 days will be purchased upon request from full-time employees at the rate of \$50.00 per day at a maximum of the number of sick days awarded per year provided that the employee not reduce his/her accumulated sick leave to less than 170 days. All requests for buy back of sick days must be made on or before June 20 of each calendar year but not before the last scheduled day of each year.

E. SICK LEAVE DONATION

Teachers may choose to donate one or more days of their sick leave to a Century Employee who has a situation for which he/she does not have sufficient sick leave. To be eligible to receive donated sick days, the Employee must have exhausted his/her own sick leave and personal days. In order to donate days, Employees must complete a sick leave donation form and turn it in to the District bookkeeper. The bookkeeper will draw names from potential sick leave donors as needed to grant the day(s) to the Employee. Unused donated days will not be deducted from the Employee's accrued sick days at the end of the school year. Employees whose donation was used will receive a copy of the donation form from the bookkeeper noting the number of days used. Donated sick leave days will be available for that particular school year only. Such donations will not count against any attendance bonus Employees may have earned.

7.2 PERSONAL LEAVE

The Board shall grant three (3) days of personal business leave without loss of pay. Personal leave may not be used in increments of less than one-half day.

The only restrictions are:

- A. Employees shall not be permitted to use a personal day prior to or after any acknowledged holiday per the school calendar.
- B. Written request should be submitted to the Superintendent or his or her designee one (1) week in advance, except in cases when need for leave cannot be determined one (1) week in advance.
- C. When unusual circumstances would place an extreme hardship on the district by the absence of the employee.
- D. Unused personal leave shall be allowed to accumulate to a maximum of three (3) days which can be used consecutively.
- E. Accumulated or unused personal leave accrued beyond three (3) days will revert to accumulated sick leave the following year.

7.3 PROFESSIONAL LEAVE

- A. Each Teacher shall be entitled to attend professional conferences, meetings, or workshops, or observation of other instructional techniques without loss of pay providing such meetings, conferences, workshops, or

observations be deemed beneficial to the Century District by the administration. The district will pay mileage and consider other expenses.

7.4 ADDITIONAL PAID LEAVES

A. JURY SERVICE AND OTHER RELATED APPEARANCES

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter should be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. The employee shall surrender any pay for such service to the district.

7.5 MATERNITY/PATERNITY/CHILD-REARING LEAVE

The employer shall grant a maternity/paternity/child-rearing leave of absence of up to twelve (12) weeks without pay or loss of accrued sick leave, tenure, or seniority to any employee who submits a written request for such leave. However, the employee may use any unused sick leave days first.

7.6 EXTENDED MATERNITY/PATERNITY/CHILD-REARING/ADOPTION LEAVE

Any employer requesting to extend leave beyond twelve (12) weeks under the Family Medical Leave Act (FMLA) will be subject to the following restrictions:

- A. The 'school year' shall constitute the one-year period as designated under the FMLA;
- B. Any employee granted such leave shall be allowed to utilize accumulated sick leave allowance if he/she so desires.
- C. Under the FMLA for adoption or child rearing, an employee must take a full-day leave (no less than 100% of the employee's daily schedule).

7.7 BEREAVEMENT

Employees shall be granted two (2) additional days to use for the funeral or business associated with the death of a family member or a friend. Employees, with permission of administration, may use additional sick days, but the number shall not exceed five (5) in one school year.

ARTICLE VIII

EMPLOYEE EVALUATION

- 8.1 The formal evaluation system agreed upon is attached to this document as Appendix A and incorporated into this agreement.

The CFT recognizes that the evaluation tool must reflect Excellent, Proficient, Needs Improvement, and Unsatisfactory performance ratings. CFT will cooperate with the Board and Administration in the development of an evaluation instrument that is in compliance with Illinois state law.

ARTICLE IX
PERSONNEL RECORDS

9.1 CONTENT AND ACCESS

Teachers will have access to their personnel records. Teachers may request copies of any document contained in this personnel record, from the Superintendent's office. Personnel records shall be maintained in locked file cabinets. No employee other than the Superintendent, Principals, or the Superintendent's secretary/bookkeeper, shall have access to any other employee files.

ARTICLE X

PUPIL DISCIPLINE

10.1 DEFINITION

Student discipline, as used herein, shall mean the expectation and enforcement of a reasonable standard of orderly student behavior to permit effectuation of the educational program.

10.2 DISCIPLINE PROCEDURES

The Employee has the responsibility for the maintenance of discipline in school, on school grounds, at extra-curricular events, and with respect to all school programs. The Board and administration will give all reasonable support and assistance to the Employee with respect to the maintenance of control and discipline.

ARTICLE XI

COMPENSATION AND RELATED PROVISIONS

11.1 LIFE INSURANCE

The Board shall provide term life insurance for all eligible employees to the extent of \$30 annual premium.

11.2 INSURANCE ALLOTMENT

The Board shall contribute for each eligible participating employee 50% of the cost of a single premium, but no less than \$134.64 per month, during the term of the agreement toward a group plan of hospital-surgical-major medical insurance.

For health insurance purposes only, any employee who regularly works thirty (30) hours or more per week (as defined by federal regulations implementing the Affordable Care Act) shall be eligible for the same health insurance benefits as any full-time employee.

11.3 SELECTION OF CARRIER

All insured employees shall be given the opportunity to vote with at least two days' notice for their choice of insurance company and group policy. A joint committee of Federation representatives, insured members, and administration shall advise the employees of carrier choices based upon an open bid procedure. A volunteer board member may be included on the committee. The joint committee will make a recommendation to all insured employees. Upon approval of the insured employees, the joint committee will make a recommendation to the Century Board of Education. Final approval of the carrier is reserved by the Board.

11.4 TWELVE MONTH COVERAGE

The insurance shall be for twelve (12) consecutive months.

11.5 NEW EMPLOYEE COVERAGE

Employees new to the district will be covered by all Board provided insurances as soon as possible after employment.

11.6 MILEAGE

Employees shall be paid in accordance with the federal rate per mile for all approved mileage.

11.7 SALARY PAYMENT

- A. Regularly scheduled pay dates for Employees will be on the 15th and 30th of each month. Paychecks will be released by 8:00 a.m. on pay dates.
- B. If a payday falls on a (1) school holiday – not including Christmas or Spring Break, (2) on a student non attendance day – limited to Teacher institutes or parent/Teacher conferences – the payday shall be the working day prior thereto. If a payday falls on a Saturday or Sunday, the payday shall be the Friday prior thereto.
- C. In the event district revenue that can be used for certified staff salaries is increased by three percent or more, the Board will agree to open the contract for negotiations for increases in salary.
- E. Employees who choose to do so may sign up for direct deposit of their paychecks. Funds will be electronically deposited by noon on the day paychecks are distributed.

11.8 SALARY SCHEDULES

The salary schedules shall be set forth in Appendix 1, which is attached to and incorporated in this agreement.

11.9 ATTENDANCE BONUS

In order to reward good attendance, the employer will give as a bonus to any employee in the bargaining unit who meets the following criteria for use of sick leave days:

- \$300 - No days used
- \$250 - 0.25-1 sick day used
- \$150 - 1.250-2.00 sick days used

11.10 RETIREMENT BONUS

Certified staff members giving an irrevocable written notice of retirement up to three years in advance will receive 15 extra sick leave days each of the last two years, and will receive \$2,000 per year extra salary increase for each of the last two years.

Certified staff members with one year remaining until retirement may give an irrevocable written notice of retirement one year in advance and will receive 15 extra sick leave days and a \$2,000 extra salary increase for that final year.

This salary increase shall not exceed a 6% increase in annual salary for the final one or two years of employment. Should an additional \$2,000 cause a greater than 6% increase, that extra salary increase shall be reduced by the least amount necessary to avoid exceeding a 6% annual salary increase. Fifteen (15) years of service to the district would be required of certified staff hired after May 2008 in order to be eligible for the extra salary increase.

11.11 TUITION WAIVER

If the Board receives a waiver from the State Board to allow the district to count the non-resident students for ADA, a tuition waiver will be applied for Teachers who live out of district and wish to bring their children to Century.

11.12 TUITION REIMBURSEMENT

The Board of Education will reimburse the tuition cost(s) for full-time, regularly employed, certificated teaching personnel based on the following guidelines:

1. Maximum reimbursement is \$150 per credit hour, \$400 per school year.
2. Course completed and college/university credit earned must be from a fully accredited NCATE or equivalent institution.
3. Course completed and credit earned must directly relate to the employee's educational field or the pursuit of a graduate degree in education or an endorsement in a specified area.
4. The Superintendent, or designee, must approve the course(s) prior to enrollment.
5. Completion with a B or higher grade is required for reimbursement.

ARTICLE XII
WORK STOPPAGE

12.1 WORK STOPPAGE

The Federation and the employees agree not to engage in, authorize, or instigate a strike during the term of this agreement.

ARTICLE XIII
EFFECT OF AGREEMENT

13.1 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, sections, and clauses will remain in full force and effect.

ARTICLE XIV

MANAGEMENT RIGHTS

- 14.1 The Federation and Board recognize that the Board has the legal responsibility and authority to manage and direct for the benefit of the public, the operations and activities of the school district to the extent authorized by the laws of the State of Illinois provided that such rights and responsibilities shall be exercised by the Board in conformance with the provisions of this agreement and the statutes, rules and regulations of the State of Illinois. The Board agrees not to exercise the authority recognized by this Article in an arbitrary and capricious manner. Nothing in this Article shall be construed to negate or limit any rights granted to the employees or the Federation by law.

ARTICLE XV

FAIR SHARE

15.1 FAIR SHARE

- A. Each Bargaining Unit Member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Federation or pay a fair share fee to the Federation equivalent to the amount of dues uniformly required of members of the Federation, including local, state, and national dues.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Federation by a certain date as established by the Federation, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Federation by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Federation agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives immediate notice of such action in writing to the Federation and permits the Federation intervention as a party if it so desires; and,
 - 2. The Employer gives full and complete cooperation to the Federation and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Federation agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
 - 1. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

- F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Federation. Upon proper substantiation and collection of the entire fee, the Federation will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Federation policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XVI

DURATION

16.1 DURATION

This agreement shall be effective on the first employee work day of the 2016-2017 school term and shall continue in effect until the first employee work day of the 2017-2018 school term.

All terms and conditions of employment in effect prior to the execution of this Agreement shall remain in effect for the duration of this Agreement except as expressly modified either herein or by subsequent negotiation and agreement by the parties.

Century Federation of Teachers

Board of Education

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

Date

**CENTURY COMMUNITY UNIT
SCHOOL DISTRICT #100**

**TEACHER
EVALUATION
INSTRUMENT
(Adopted 2012)**

SCHEDULE OF EVALUATIONS

The schedule of evaluations listed below are designated as minimum. Formal observations will be announced. Informal observations may be announced or unannounced.

1. Non-tenured Teachers will be evaluated twice annually. Several classroom observations may be utilized for each evaluation.
2. Tenured Teachers will be evaluated at least once every two years. Several classroom observations may be utilized for each evaluation.

All formal evaluations will be completed and returned to the Teacher by March 1.

EVALUATION PROCESS

The major purpose of the evaluation process in Century Unit School District 100 is to facilitate continuous improvement of instruction.

The building Principal shall acquaint each Teacher under his/her supervision with formal written evaluation procedures and instruments which will be used, and shall give each Teacher the name of the administrator who will observe and evaluate his/her performance.

The Principal may evaluate as often as desired but not less than twice annually for non-tenured Teachers nor less than once every two years for tenured Teachers. Non-tenured staff shall be evaluated and provided the formal written evaluations by March 1.

The Principal will make periodic observations of a Teacher's performance in the classroom, unless the Teacher has no classroom obligations. Teachers who do not have classroom obligations will be evaluated according to job description when district evaluation instrument components do not apply. Formal observations will be accompanied with a pre-conference and a post-conference. Informal observations may not be accompanied with a pre-conference and a post-conference.

The Principal will spend a minimum of one class period or one lesson period observing during a formal observation. Several observations may be utilized for each evaluation. Each evaluation must include at least one formal observation.

The Principal shall prepare a formal written evaluation and discuss it with the Teacher. Both shall sign the evaluation. The Principal shall retain a copy and the Teacher shall be given a copy. (The Teacher's signature only signifies that he/she has read and discussed the evaluation results and has received a copy. It does not necessarily indicate agreement with the content.)

RATING SCALE

PERFORMANCE RATINGS

Excellent

Professional practice at the excellent level demonstrates evidence of expertise beyond the proficient level throughout the components and elements of the Framework for Teaching and the Illinois Standards incorporating the Common Core and district curriculum. Teachers' performance at this level is excellent by exceptional commitment to flexible, differentiated, and responsive instructional practice, as evidenced by students' engagement and contribution to their learning. Excellent Teachers provide leadership in the school and district.

Proficient

Professional practice at the proficient level demonstrates clear knowledge of instruction, consistent and reflective teaching preparation, and effective use of a broad repertoire of strategies and activities as described in the Framework for Teaching and aligned with Illinois Standards incorporating the Common Core and district curriculum. Practice at this level demonstrates thorough knowledge of content, students, and resources. Proficient Teachers share collaboratively with colleagues in support of student learning.

Needs Improvement

Professional practice at the needs improvement level shows evidence of knowledge and skills required to practice as described in the Framework for Teaching and to align with Illinois Standards incorporating the Common Core and district curriculum, but performance is inconsistent over a period of time. This level may be considered minimally competent for Teachers early in their careers. This level requires specific support in non-tenured and tenured years.

Unsatisfactory

Professional practice at the unsatisfactory level shows little or no evidence of understanding concepts of the Framework for Teaching and aligning with Illinois Standards incorporating the Common Core and district curriculum. Practices remain ineffective and inefficient after intervention and support have been implemented.

FILING OF EVALUATIONS

A copy of the evaluation is to be placed in the Teacher's personnel file and a copy is to be given to the Teacher.

PROBATIONARY TEACHERS

Written notice to probationary Teachers of their non-renewal is required 45 days prior to the last day of school. If a Teacher is in the fourth year of his/her probationary period, the written notice must contain reasons for non-renewal.

REMEDICATION STATUS

A tenured Teacher shall be placed upon remediation status under the following conditions:

1. The Teacher's overall performance is rated as "unsatisfactory."
2. The weaknesses are remediable.

Thirty calendar days after an evaluation has been reduced to writing resulting in a rating of "unsatisfactory," the district will develop and initiate a remediation plan designed to correct the areas identified as "unsatisfactory."

REMEDICATION PLAN

1. A tenured Teacher under remediation shall be evaluated once every 30 school days for the 90 school day remediation period immediately following receipt of a remediation plan provided for under subsection (f) and (g) of sections 5/24A-5.
2. Participants in the remediation plan shall include the Teacher deemed "unsatisfactory," a qualified administrator, and a consulting Teacher as per Article 24A-5 of Illinois State Board of Education Rules for Evaluation of Certified School District Employees. The remediation plan may include the participation of other personnel to assist in correcting areas identified as "unsatisfactory."
3. A Teacher under remediation who successfully completes the designated remediation plan by receiving a "proficient" or better rating shall be reinstated to the schedule of biennial evaluation.

4. Any Teacher who fails to complete the one-year remediation plan with a “proficient” or better rating shall be dismissed in accordance with Section 24-12 34-85 of the School Code [105 ILCS 5/24-12 or 105 ILCS 5/34-85].
5. Evaluations at the conclusion of the remediation process shall be separate and distinct from the required annual evaluations of Teachers and shall not be subject to the guidelines and procedures relating to those annual evaluations. The evaluator may, but is not required, to use the forms provided for the annual evaluation of Teachers in the district’s evaluation plan. If an alternate evaluation instrument is used, it will be developed at the first meeting of the remediation team.

Failure to comply strictly with the time requirements contained in Section 24A-5 shall not invalidate the results of the remediation plan.

Pre-Observation Worksheet

Teacher _____

Date _____

Principal _____

School _____

1. What are the lesson objectives? (What students are expected to learn)

The students will be able to _____

2. Which of the following steps will take place?

- Prepare students for learning _____
- Introduction of lesson _____
- Present information/activities _____
- Model of objectives _____
- Check students' understanding _____
- Provide for guided practice _____
- Provide for independent practice _____
- Achieve closure _____

3. What teaching/learning activities will take place? (New information or practice of previously learned information.)

4. How are you going to check student understanding of the lesson objectives?

5. What types of guided practice and/or independent practice do you plan to use?

6. Are there any special circumstances of which I, the evaluator, should be aware?

7. What materials and/or equipment are to be used in the lesson? _____

8. Comments: _____

9. Please list any other school responsibilities (coaching positions, class sponsors, professional organizations, serving on committees, or any way you have benefited to the needs of the students outside the classroom environment).

Date & Time of Lesson: _____

(Dates and times agreed to will be followed unless duties as principal necessitate rescheduling. Rescheduling will be done by the principal after consulting the Teacher.)

Teacher's Signature

Principal's Signature

SUMMATIVE EVALUATION

The scores in each of the five areas of Teacher evaluation are totaled and averaged using the total items scored (not including areas not observed). The averages are then totaled and divided by 5 to determine the overall rating of the Teacher. The final average is converted into a rating of excellent, satisfactory, or unsatisfactory as follows:

3.7 – 4.0	Excellent
3.0 -- 3.6	Proficient
2.3 – 2.9	Needs Improvement
Less than 2.3	Unsatisfactory

_____	Attendance, punctuality, and professionalism
_____	Planning and preparation
_____	Instructional skills
_____	Classroom management
_____	Human relationships
_____	Total
_____	Final average (total divided by total items scored)

_____ **Rating**

Summative Statements

Overall strengths:

Overall concerns:

Suggestions for improvement:

I have received a copy and have discussed the results of the evaluation. Signature does not necessarily indicate agreement with the content. I understand that I may attach a statement of explanation or disagreement to this evaluation that will remain a part of my personnel file.

Teacher

Date

Principal

Date

Teacher Name

Principal's Recommendation

_____ The Teacher be re-employed for the _____ school year

_____ The Teacher be awarded tenure in the District.

_____ The Teacher be placed on remediation.

_____ The Teacher not be re-employed for the _____ school year.

I have received a copy and have discussed the results of the evaluation. Signature does not necessarily indicate agreement with the content. I understand that I may attach a statement of explanation or disagreement to this evaluation that will remain a part of my personnel file.

Teacher

Date

Principal

Date

**CENTURY UNIT DISTRICT 100
CERTIFIED SALARY SCHEDULE**

2016-2017

	BA	BA + 15	MA	MA + 15
0	35,669.00	35,962.00	36,794.00	37,249.00
1	36,388.00	36,679.00	37,564.00	38,032.00
2	37,106.00	37,398.00	38,347.00	38,815.00
3	37,824.00	38,117.00	39,130.00	39,597.00
4	38,543.00	38,835.00	39,912.00	40,380.00
5	39,262.00	39,553.00	40,695.00	41,162.00
6	39,979.00	40,272.00	41,477.00	41,944.00
7	40,698.00	40,990.00	42,259.00	42,728.00
8	41,417.00	41,709.00	43,043.00	43,510.00
9	42,135.00	42,427.00	43,825.00	44,293.00
10	42,853.00	43,145.00	44,608.00	45,075.00
11	43,572.00	43,864.00	45,390.00	45,857.00
12	44,290.00	44,583.00	46,173.00	46,642.00
13	45,010.00	45,302.00	46,957.00	47,424.00
14	45,728.00	46,020.00	47,740.00	48,208.00
15	46,446.00	46,739.00	48,523.00	48,990.00
16	47,166.00	47,459.00	49,305.00	49,772.00
17	47,885.00	48,176.00	50,088.00	50,557.00
18	48,603.00	48,895.00	50,872.00	51,339.00
19	49,322.00	49,615.00	51,655.00	52,123.00
20	50,041.00	50,333.00	52,438.00	52,905.00
21	50,760.00	51,051.00	53,220.00	53,688.00
22	51,477.00	51,770.00	54,004.00	54,472.00
23	52,196.00	52,489.00	54,787.00	55,254.00
24	52,915.00	53,208.00	55,570.00	56,038.00
25	Longevity	Longevity	56,353.00	56,821.00
26			57,136.00	57,604.00
27			57,919.00	58,387.00
28				

Teachers pay TRS from above salaries