

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CANTON UNION SCHOOL DISTRICT NO.66
BOARD OF EDUCATION
AND
THE CANTON EDUCATION ASSOCIATION/
IEA/NEA
2021-2024

TABLE OF CONTENTS

ARTICLE

I.	RECOGNITION	1
II.	ASSOCIATION RIGHTS	1
III.	DEFINITION OF RESPONSIBILITIES	3
IV.	NEGOTIATIONS	4
V.	CONDITIONS OF EMPLOYMENT	4
VI.	EVALUATION.....	20
VII.	EMPLOYEE DISCIPLINE/REPRIMAND/PERSONNEL FILE.....	23
VIII.	GREIVANCE PROCEDURE	23
IX.	REDUCTION IN FORCE.....	26
X.	INVOLUNTARY TRANSFER (TEACHER AND ESP), TEACHER ASSIGNMENTAND EXTRA DUTY ASSIGNMENT.....	28
XI.	LEAVES	29
XII.	INSURANCE.....	39
XIII.	BENEFITS.....	41
XIV.	COMPENSATION	45
XV.	EFFECT OF AGREEMENT	60
XVI.	DURATION OF AGREEMENT.....	61
	APPENDIX D.....	62
	MOU - RETIREMENT INCENTIVE	63

ARTICLE I RECOGNITION

A. The School Board recognizes the Canton Education Association-IEA-NEA or its duly appointed representative(s) as the exclusive and sole bargaining representative for All full-time and part-time certificated teachers, digital coaches, nurses, all maintenance, custodial, grounds athletic custodians, bus mechanics, cafeteria workers, bus drivers, paraprofessionals, principal's helpers, bus monitors, secretaries, clerks, teacher assistants, reading aides, parent coordinators, social workers, and tech specialists, and whose duties are not administrative or managerial in nature, hereinafter referred to as employees.

This does not include all substitute teachers, superintendent, assistant superintendent, curriculum director, special education director, athletic director, principals, assistant principals, technology director, maintenance supervisor, custodian supervisor, transportation director, superintendent's secretary, assistant superintendent's secretary, accounts payable person, bookkeeper, and all managerial, supervisory, confidential, and short-term employees as defined by the Act.

B. The School Board agrees not to negotiate with any employees' organization other than the Association on matters contained herein during the duration of the Agreement.

C. The Association and the Board recognize the importance of communication in maintaining good relationships. Meetings with the administration will be held upon request at the mutually agreed upon time of the Association following reasonable written notice stating the term or items to be discussed at such meetings.

1. The Administration will notify the Association of the three (3) members chosen to attend such meetings.
2. The Association will designate not more than three (3) representatives to attend said meetings and will notify the Board's representative(s) in writing of their selection.
3. These meetings are not intended to bypass the grievance procedure.
4. Whenever possible, all meetings between the parties will be scheduled to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.

ARTICLE II ASSOCIATION RIGHTS

A. PROFESSIONAL DUES

1. The Canton Education Association will, submit authorization for dues deductions for those members requesting such deductions. The authorization will include whether it is an annual or continuing authorization. Thereafter, those continuing members will not have to sign an annual authorization. The Association will annually specify the total dues amount per member.

2. The administration will, within ten (10) days of each payday, remit deductions to the Association. A list of employees from whom deductions have been made will be included with the remittance.
3. There will be ten (10) consecutive deductions beginning no earlier than the second pay period in October.
4. Those employees who leave the District prior to the beginning of the second semester may, within (40) days prior notice, authorize a withdrawal. Association dues will be pro rata as agreed in the deduction payment schedule (1).
5. Continuing members must sign a withdrawal prior to October 15 to revoke a continuing authorization.

B. GENERAL RIGHTS

1. Names, addresses, experience, levels, and degree preparations of newly hired teachers will be provided to the Association following School Board approval of their contracts.
2. ESP Officer Shift Switch

Association officers (Co-President, Co-Vice-President, Secretary, Treasurer, and Department Representatives) may be permitted to switch work shifts to attend Association meetings, to meet with the Administration or Board on problems, or to attend negotiations sessions. Insurance committee members will be allowed to alter their shift for insurance committee meetings. Such schedule shifts may be rejected in whole or in part for good cause by the Administration or Board.
3. The Association will have the right to use employees' mailboxes. Communications will be limited to official business of the Association.
4. The Local Association and its IEA/NEA representative will have the right to use the school buildings before and after the contract day, provided it does not interrupt normal school operations, and provided that when special custodial service is rendered, the School Board may make a reasonable charge therefore. Duly authorized representatives of the Association and their respective affiliates will have the right to transact official Association business on school property at all reasonable times before and after school, and duty-free lunch periods, provided that this will not interfere with or interrupt normal school operations. Further provided, no Association's views on matters relating to supervisor-teacher relationships will be discussed in the presence of students.
5. The School Board agrees to make available to the Association, in response to reasonable requests from time to time, all regularly and routinely prepared information concerning the financial condition of the school district including, but not limited to, financial statements and adopted budget. In addition, the School Board and the administration will grant reasonable requests for any other readily

available and pertinent information which may be relevant to negotiations. Nothing herein will require the central administrative staff to research and assemble information.

6. The Association will be provided with bulletin board space in each facility. Only authorized representatives of the Association will use bulletin boards for Association announcements.
7. The Association Co-Presidents will be given the Board agenda in his/her mailbox including any proposed changes in the Board Policy Manual affecting employees (which are available for the Board) on the Thursday preceding the Monday Board meeting. Representatives of the Association will be allowed to address the Board on any agenda item.
8. A copy of public Board Meeting minutes will be mailed to or placed in the mailbox of the Co-Presidents of the Association as soon as they have been approved by the Board.

ARTICLE III DEFINITION OF RESPONSIBILITIES AND RIGHTS

A. The School Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties, responsibilities, and obligations conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States. They shall not be required to bargain over matters of inherent managerial policy pursuant to IELRA.

B. No action of the Board or Administration will operate to directly or indirectly discourage or deprive an employee of any right covered by law.

The School Board hereby agrees that every employee will have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining and/or negotiations. Nothing herein will require any employee to be a member of, or participate in, the activities of the Association.

The School Board and the Association agree that they will not discriminate against any employee by reason of membership or non-membership in the Association, participation in collective bargaining, or the institution of any grievance, complaint, or provision under this agreement, nor will any provision of the Agreement be applied in a discriminatory or inconsistent fashion.

C. The term “good faith” is defined as the mutual responsibility of the School Board and the Association to deal with each other openly and fairly and in total, sincerely endeavor to reach agreement. It does not imply that either party concedes, compromise, or agree to any particular item.

ARTICLE IV NEGOTIATIONS

A. The successor Agreement will be bargained pursuant to the provisions of the Illinois Educational Labor Relations Act (P.A. 83-1014) however, bargaining shall begin no earlier than January 1 of the year this agreement expires except by mutual agreement.

B. The whole tentative agreement will be subject to ratification by the Association and the School Board and following ratification shall be signed by the parties. The Contract will be ready for reproduction within thirty (30) days after ratification and a final copy will be given to the Association Co-Presidents at that time. After reproduction, the Board will provide each employee with a digital copy of the Agreement. The cost of extra copies desired by the Association shall be borne by the Association.

C. NO STRIKE

The association agrees that it will not authorize, sanction, condone, or acquiesce in, nor will any member of the Association take part in any strike, withholding services whole or part or work stoppage during the term of this Agreement.

The Board and the Association will follow the rules and regulations of the IELRA regarding picketing.

The Employer shall not engage in a lockout of bargaining unit members during the term of this agreement.

ARTICLE V EMPLOYMENT CONDITIONS

I. TEACHERS

A. The calendar will contain no more than the following:

1. Minimum state pupil attendance days (176).
2. No more than 4 institute days including:
 - a. First day teacher workshop
 - b. End of year record's day

There will not be more than one hundred eighty (180) teacher attendance days required annually. The Association will review and comment on the school calendar prior to its adoption. No changes to the scheduled Thanksgiving, Christmas, and Spring Break will be made to the District's adopted calendar after July 1 of each school year.

B. WORKDAYS AND WORK HOURS

1. All teachers will be entitled to a duty-free uninterrupted lunch period each day as required in Sec. 24-9 of The School Code.
2. A teacher engaged during the school day in the hearing of any grievance or arbitration will be released from regular duties without loss of salary. If mutually deemed of benefit to the parties, teachers may be released with pay to negotiate a successor contract.
3. Each teacher working with the K-4 elementary and/or special education programs will be provided with a minimum of 225 minutes of preparation time, with at least four (4) thirty-five (35) consecutive-minute preparation periods during the regular student school day per week, with a goal of five (5) such periods per week. Additional preparation time beyond 35 minutes will be in blocks of time not less than 25 minutes which can include library time. A teacher may use for preparation all time during which his/her classes are receiving instruction from teaching specialists. A teacher will be compensated for each day, other than late start days, during which he or she does not have a 35 consecutive-minute preparation period according to the amount provided in Article XIV, paragraph I.E(1). On late start days, if preparation periods need to be reduced, preparation periods will be reduced by an equal number of minutes if possible. Sufficient time will be given to those teachers who must travel between buildings as a part of their assignment so that they may do so safely. Unless compensated, travel time and preparation time may be consecutive, but not concurrent.
4. Each 5-8 teacher's day will consist of instructional minutes totaling no more than 275 minutes, inclusive of TAP and Rtl instruction; one planning period; and supervisory assignment. Each 5-8 teacher will receive at least 200 minutes per week of individual planning time with at least 40 consecutive minutes each full teaching day. Any 5-8 grade teacher who voluntarily agrees to teach an additional class in lieu of the study hall or supervisory assignment, he or she will be paid a stipend of 1/24th of the base per semester. Any 5-8 grade teacher who teaches an additional class on a regular basis in lieu of a preparation time will be paid 1/12th of their actual position on the salary schedule per semester.
 - b. TAP class shall have no fewer than 20 minutes. The curriculum for TAP class will meet the needs of the social emotional needs of our students.
 - d. IMS band instructor will not be required to have a supervisory duty. Band sectionals will be in lieu of a supervisory duty. This will not be paid as an overload.
 - j. If the music program decreases more than 15% (based on the previous 5 year average, excluding the 2020-21 and 2021-22 school years), the scheduled will be opened up for bargaining.

- k. In the event of a change in schedule, CEA representatives will be included in the conversation to ensure a working schedule that will adequately meet the needs of the students and staff before the changes are implemented.
- l. In the event schedule changes are made to remove team planning time, TAP or ENCORE from the schedule, each 5-8 teacher's day will consist of a seven-period schedule, of no more than 50 minutes each period, consisting of five teaching periods, one individual planning period, and one study hall. The individual planning will consist of 50 consecutive minutes daily.
 - i. The student attendance day will start no earlier than 8:20 and end no later than 3:07
 - ii. IMS band instructor will not be required to have a study hall. Band sectionals will be in lieu of a study hall. This will not be paid as an overload.
 - iii. Teachers will not have supervision prior to the 8:20 student start time.

If a teacher voluntarily agrees to teach an additional class in lieu of the study hall, he or she will be paid a stipend of 1/24th of the base per semester. Any 5-8 grade teacher teaching an additional class on a regular basis in lieu of an individual planning period will be paid 1/12th of their actual position on the salary schedule.

- 5. Each 9-12 teacher will be provided with preparation periods as herein specified. There shall be a seven period schedule, of no more than 50 minutes each period, consisting of five teaching periods and one preparation period and one study hall or supervisory assignment. If a teacher voluntarily agrees to teach an additional class in lieu of the study hall or supervisory assignment, he or she will be paid a stipend of 1/24th of the base per semester. Any 9-12th grade teacher who teaches an additional class on a regular basis in lieu of a preparation time will be paid 1/12th of their actual position on the salary schedule per semester.
 - a. CHS band instructor will not be required to have a supervisory duty. This will be in lieu of band sectionals. This will not be paid as an overload.
 - b. CHS driving instructor will not be required to have a supervisory duty. This will be in lieu of an extra hour of behind the wheel. This will not be paid as an overload.
 - c. During the spring 2022 semester, the high school will pilot a learning assistance program. At the end of the spring 2022 semester, the staff involved in the program will analyze the program's success and make recommendations for the future. During the pilot schedule, English, Math and Science teachers may be assigned learning assistance as a supervisory duty. This will not be paid as an overload. During the pilot program, the learning assistance program will not be a part of the teacher's evaluation. After the spring 2022 semester, either the

pilot program will continue or the schedule will transition to an 8-period schedule with one preparation period, one study hall or supervisory period, and one learning assistance period, with each teaching period no less than forty-six (46) minutes.

6. Teachers in departmentalized situations shall meet, upon their request, with the Administration and the Department Chairperson to discuss class schedules for the upcoming year.
7. The normal work day for teachers will be 7-1/2 hours, inclusive of lunch. Unless otherwise arranged with the principal, a teacher's work day will begin at 8:00 a.m., and teachers will be free to leave the building at 3:30 p.m. On student attendance days preceding Christmas Break, Spring Break, and Thanksgiving Break, the teacher's day will end 10 minutes after the pupils are dismissed.
8. When the District's schools are closed to students due to acts of God or inclement weather, teachers shall not be required to report for duty. Notification of the delay to start school will be submitted for broadcast as soon as possible. When the start of school is delayed teachers shall make an attempt to arrive at the work site at the start of the contract day. On emergency early closings teachers shall be released as soon as students have safely vacated the premises.
9. Substitutes may be provided for all absent specialist teachers and non-pullout Title I teachers, unless unavailable. Substitutes may be provided when possible for Title I pullout teachers whenever the classroom teacher is not given a 24 hour notice that the specialist teacher is absent.
10. The Board shall not employ persons or services to perform work of bargaining unit teachers after the work day or in summer unless that work is offered to current teachers first.
11. No teacher will be required to perform bus duty.
12. A day will be provided to conduct annual reviews. Requests by teachers for release time to prepare IEPs will be directed to the building principal. The decision to allow release time will be made by the principal based on class size/workload, teacher schedule, and substitute availability.
13. Teachers will not be compensated for loss of prep time as a result of weekly late start days, early dismissals, field trips, assemblies or educational meetings. This excludes loss of prep time due to team meetings.

C. CLASS SIZE

1. The parties agree that establishing and maintaining educationally desirable class size at all levels should be given the highest priority.

2. All subject area teachers will have an appropriate load based upon instructional methods, workstations available, and student safety. The number of students that can safely be taught in the assigned classroom will be determined by the building principal.
3. The Board will continue to consult with the Association with respect to ways and means of achieving acceptable limits.
4. If class size/student load becomes a concern to Middle and High School non-classroom personnel (i.e., P.E., Band, Counselors, Music, etc.), the administration will meet with the affected teachers upon request with the intent of seeking means to alleviate the size/overload problem.
5. The Board agrees that if the average class size in any building, grade level or department increases significantly and/or cannot be equitably distributed, then the Board shall bargain the impact of that increase with the Association.

D. SPECIAL EDUCATORS

Pursuant to section 226.735 of the Illinois Administrative Code, Canton Union School District #66 will follow state guidelines for special education and follow the current practice of using class size, Illinois Administrative Code 226.730, as the definition for caseload for special educators that are teachers. Workload will be defined by state guidelines established in the Illinois Administrative Code 226.735a.

E. VOLUNTARY TRANSFER/REASSIGNMENT

A certified staff member presently employed in the district who desires to be considered for a position within the district, shall present his/her request in writing. All current staff members certified for such a position and making application to fill a vacancy shall be give serious consideration, including an interview.

II. **ESP**

A. CLASSIFICATIONS

1. Groundskeeper Athletic Custodian (GAC)
 - a. Full time GAC shall work five, 8 1/2 hour work days per week, inclusive of a half hour unpaid lunch which shall be uninterrupted except for emergencies. GACs may flex their work day to accommodate athletic schedule.
 - b. All GACs shall be notified two weeks in advance of a permanent shift change.
 - c. A 10 minute break shall be allowed for each 4 consecutive hours of work.

- d. GACs called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of one (1) hour at the appropriate rate except in cases involving an extension of regular hours.
- e. The District shall purchase two (2) uniforms or items of equal value per employee per year for GAC employees, upon approval of the supervisor.
- f. Hours and shifts shall be determined by the employer.
- g. The district will provide training for all GACs for the task assigned to the category due to the redistribution of work previously assigned to maintenance.

2. Custodians

- a. Full time custodians shall work five, 8 1/2 hour work days per week, inclusive of a half hour unpaid lunch which shall be uninterrupted except for emergencies.
- b. All custodians shall be notified two weeks in advance of a permanent shift/building/ area change.
- c. A 10 minute break shall be allowed for each 4 consecutive hours of work.
- d. Any custodian called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of one (1) hour at the appropriate rate except in cases involving an extension of regular hours.
- e. Part-time custodians that are called back to work shall be paid their hourly rate of pay.
- f. Hours and shifts shall be determined by the employer.
- g. When a custodian or principal's helper is absent, bargaining unit members will be sought as substitutes before outside substitutes are hired; however, bargaining unit members may not be used if substituting would result in overtime.
- h. The district will provide training to all custodians for the task assigned to the category due to the redistribution of work previously assigned to maintenance.

3. Maintenance:

- a. Full time maintenance personnel shall work five, 8 1/2 hour work days per week, inclusive of half hour unpaid lunch which shall be uninterrupted except for emergencies.
- b. Hours and shifts shall be determined by the Employer.
- c. A 10 minute break shall be allowed for each 4 consecutive hours of work.

- d. Any maintenance personnel called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of one (1) hour at the appropriate rate except in cases involving an extension of regular hours.
- e. All maintenance employees shall be notified two weeks in advance of a permanent shift change.
- f. The District shall purchase two (2) uniforms or items of equal value per employee per year for maintenance employees, upon approval of the supervisor.

Starting in the 2018-19 school year, no new vacancies will be posted or filled for the position of maintenance. Current employees in this category will remain as maintenance and be paid at the maintenance rate. Once all current employees have left the employment of the District, the maintenance category will be eliminated.

4. Custodial Maintenance

- a. Full time Custodial Maintenance shall work five, 8 1/2 hour work days per week, inclusive of a half hour unpaid lunch which shall be uninterrupted except for emergencies. Custodial Maintenance may flex their work day.
- b. All Custodial Maintenance shall be notified two weeks in advance of a permanent shift change.
- c. A 10 minute break shall be allowed for each 4 consecutive hours of work.
- d. Custodial Maintenance called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of one (1) hour at the appropriate rate except in cases involving an extension of regular hours.
- e. The District shall purchase two (2) uniforms or items of equal value per employee per year for Custodial Maintenance employees, upon approval of the supervisor.
- f. Hours and shifts shall be determined by the employer.

5. Mechanics

- a. Full time mechanics shall work five, nine (9) hour days per week, inclusive of an hour unpaid lunch which shall be uninterrupted except for emergencies.
- b. Hours and shifts shall be determined by the employer.
- c. A 10 minute break shall be allowed for each 4 consecutive hours of worked
- d. Any mechanic called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of one (1) hour at the appropriate rate except in cases involving an extension of regular hours.

- e. All mechanics shall be notified two weeks in advance of a permanent shift change.
- f. The District shall purchase two (2) uniforms or items of equal value per employee per year for maintenance employees, upon approval of the supervisor.

6. Bus Drivers

- a. Regular bus drivers shall drive at least one daily route each day of student attendance.
- b. Routes and time shall be determined by the employer except that 2 run drivers shall not be reduced to one run unless pursuant to Article IX, Reduction in Force.
- c. Bus drivers shall be paid the regular hourly rate for each hour worked up to a maximum of three (3) hours for the year end bus cleanup (outside washing and inside sweeping/mopping as needed).
- d. The Early Childhood Special Education bus may be provided with a bus monitor and a monitor may be provided on any bus if requested by the driver and approved by the administration.
- e. Extra Trip: All extra trips will be posted on the trip board outside of the supervisor's office. These trips may include field trips, sporting events, music events or other trips that do not regularly occur from day to day.
 - (1) At the beginning of each school year a rotation list will be created from the drivers who express interest in driving extra trips. The drivers will be listed by seniority. Rotations will be offered by seniority at the beginning of the school year. The extra trips will then be offered to the next senior driver as they are posted on the trip board.
 - (2) Any driver added to the list after the start of the year will begin their rotation at the bottom of the list.
 - (3) Driver trip assignments will be posted once each week. Known trips for the week will be sorted by the trips estimated length with the longest trip for each day listed first. The trips will then be offered/assigned for each day to available drivers in the order of the weekly rotational list. A 48-hour notification should precede any trip. If said notice is not given and the trip refused, a driver will not lose his/her place in rotation. After the refusal of a trip the next available driver in rotation (an available driver is a driver who is not making a run or trip for CUSD 66 at the time of the trip) will be assigned the trip.
 - (4) It will be the responsibility of each driver to check the assignment board and notify the supervisor 24 hours in advance if they turn down a trip

assignment. If drivers cannot drive their assigned trip due to illness or an emergency and less than 24 hours' notice is given the trip will be assigned at the discretion of the supervisor.

- (5) Bus drivers who refuse all extra trips within a three-month calendar period shall be dropped from the rotation list for the remainder of the school year.
- (6) The Board shall not increase the number of coaches or employ new coaches for the sole purpose of driving to sports/activities.
- f. The employer shall make every effort to have the bus mechanic(s) available at the bus garage to respond to emergency situations or breakdowns during regular route times.
- g. At the beginning of the school year all regular extra duty assignments, including midday routes, shall be offered by seniority. All other extra work will be posted on a rotation basis by seniority. After a driver accepts or refuses a duty, the next on the list shall be offered the duty. When all drivers have had the opportunity to accept or refuse, the assignment rotation will return to the top of the seniority list. Duty assignments are on a yearly rotation and will start over each July 15.
- h. If the Sparks, Lewistown, Jacksonville, or Peoria routes are vacated during the school year, they shall be posted for bidding within 48 hours. Bidding will occur in order of seniority, with the most senior regular route drivers given opportunity to select the vacated route over less senior drivers. If a regular route driver does not select the vacated route, the route will be assigned to the least senior driver. If a regular route driver selects the vacated route, their current route will then be posted as vacated and filled during the current school year with a substitute. At the end of each school year, the route will be posted for bidding.
- i. If the Sparks, Lewistown, Jacksonville, or Peoria routes are cancelled due to a reduction in students assigned to those route, the driver will be assigned the route of the least senior driver. No exceptions will be made for drivers who may have been assigned a different route earlier in the year.
- j. Any permanent bus driver assignment changes need to be brought to CEA prior to the change being implemented.
- k. When a driver is assigned to do hourly special runs, he/she shall be paid at the hourly bus rate for the time worked.

7. Paraprofessional 1 / Paraprofessional 2

- a. Full time paraprofessionals shall work the same attendance days as the regular teaching staff.

- b. Paraprofessionals shall work the same building hours as the teaching staff. Those paraprofessionals hired after the 2002-2003 school year may have their schedules flexed to meet the needs of the position. For existing paraprofessionals who are asked to change their schedule, the decision to flex their schedule is solely up to the paraprofessionals.
- c. Paraprofessionals will be notified of their building assignments for the coming year by August 1st except in a case of emergency.
- d. Paraprofessionals shall have a 30 minute duty free lunch period each workday and a 10 minute work break per day.
- e. Any overnight field trips with students will be voluntary. Special Education Paraprofessionals who work at approved overnight field trips will be paid a stipend of \$50 per overnight.
- f. All paraprofessionals employed during the 2017-18 school year will be classified as Paraprofessional 1. Beginning with the 2018-19 school year, newly hired paraprofessionals who hold a valid certificate and have earned at least sixty (60) hours of college credit or an associate's degree, will be classified as Paraprofessional 1; those paraprofessionals who hold a valid certificate but do not have an associate's degree or at least sixty (60) hours of college credit will be classified as Paraprofessional 2.

8. Cafeteria Workers

- a. Cafeteria workers shall work those days when school children are in attendance over four hours.
- b. All cafeteria workers shall be notified two weeks in advance of a permanent building change.
- c. Full time cafeteria workers shall work 5 hours per day inclusive of paid lunch.
- d. A 10 minute break shall be allowed for each 4 consecutive hours of work.
- e. All cafeteria employees as of September 1990 who were employed by Canton Union School District #66 shall remain employees of District #66 until their retirement, resignation, dismissal for cause, or reduction in force.
- f. Any vacancy created by the abandonment of a currently filled cafeteria position in the bargaining unit shall be posted and current cafeteria bargaining unit members or current cafeteria employees employed by District #66, will be allowed to apply for such positions and shall be filled by a qualified current employee applicant.
- g. If no current employed cafeteria bargaining unit members apply, then the vacated unfilled position may be filled by a subcontracted employee.

- h. A district employee may apply for a food service company vacancy if the vacant position is equal to or less hours than the district employee's position. If the food service company vacancy is filled by the district employee (who will remain a district employee), the food service company will fill the vacated district position (which will remain a food service company position).

9. Principal's Helpers

- a. Principal's Helpers shall work 8 1/2 hours per day inclusive of a half hour unpaid lunch which shall be uninterrupted except for emergencies. Hours shall be determined by the principal.
- b. A 10 minute break shall be allowed for each 4 consecutive hours of work.
- c. Principal's Helpers must declare at the beginning of each school year (first student attendance day) if they intend to move to 12 month status understanding that the summer would then be spent with the maintenance crew. This declaration is independent of the summer custodial process.
- d. Principal's Helpers that work summer custodial/custodial maintenance work shall accumulate vacation days at the rate of one (1) day for every eighty (80) hours worked up to a maximum of five (5) days a year. Vacation days shall be earned and then available the following summer. Principal's Helpers that work 12 month (summer months with maintenance crew) shall receive 5 vacation days.
- e. Principal's Helpers who elect to remain 10 month workers and work during the summer on the custodial crew shall be paid at their hourly rate of pay.
- f. Principal's Helpers working as a temporary summer employee may use two days of their accumulated sick leave.
- g. When a custodian or principal's helper is absent, bargaining unit members will be sought as substitutes before outside substitutes are hired; however, bargaining unit members may not be used if substituting would result in overtime.

10. Bus Monitors

- a. Regular bus monitors shall work each day of student attendance.
- b. If bus monitors are employed during the summer, jobs will be offered to current monitors on the basis of seniority.
- c. At the beginning of the school year all regular extra duty assignments, including midday routes, shall be offered by seniority. All other extra work will be posted on a rotation basis by seniority. After a monitor accepts or refuses a duty, the next on the list shall be offered the duty. When all monitors have had the

opportunity to accept or refuse, the assignment rotation will return to the top of the seniority list. Duty assignments are on a yearly rotation and will start over each July 15th.

- d. Extra Trip: All extra trips will be posted on the trip board outside of the supervisor's office. These trips may include field trips, sporting events, music events or other trips that do not regularly occur from day to day.
 - (1) At the beginning of each school year a list of monitors who express interest in extra trips will be created. The monitors will be listed by seniority. Rotations will be offered by seniority at the beginning of the school year. The extra trips will then be offered to the next senior monitor as they are posted on the trip board.
 - (2) Any monitor added to the list after the start of the year will begin their rotation at the bottom of the list.
 - (3) Extra trips will be posted once each week. Known trips for the week will be sorted by the trips estimated length with the longest trip for each day listed first. The trips will then be offered/assigned for each day to available drivers in the order of the rotational list. A 48-hour notification should precede any trip. If said notice is not given and the trip refused, a driver will not lose his/her place in rotation. After the refusal of a trip the next available monitor in rotation (an available driver is a driver who is not making a run or trip for CUSD 66 at the time of the trip) will be assigned the trip.
 - (4) It will be the responsibility of each monitor to check the assignment board and notify the supervisor 24 hours in advance if they turn down a trip assignment. If a monitor cannot complete their assigned trip due to illness or an emergency with less than 24 hours' notice the trip will be assigned at the discretion of the supervisor.
 - (5) Monitors who refuse all extra trips within a three-month calendar period shall be dropped from the rotation list for the remainder of the school year.
 - (6) Any monitor added to the list after the start of the year will begin their rotation at the bottom of the list.
- e. If the Sparks, Lewistown, Jacksonville, or Peoria routes are vacated during the school year, they shall be posted for bidding within 48 hours. Bidding will occur in order of seniority, with the most senior monitor given opportunity to select a vacated route over less senior monitors. If a monitor does not select the vacated route, the route will be assigned to the least senior monitor. If a monitor selects the vacated route, their current route will then be posted as vacated and filled during the current school year with a substitute. At the end of each school year, the route will be posted for bidding.

- f. If the Sparks, Lewistown, Jacksonville, or Peoria routes are cancelled due to a reduction in students assigned to those route, the monitor will be assigned the route of the least senior monitor. No exceptions will be made for monitors who may have been assigned a different route earlier in the year.

11. Secretaries/Clerks

- a. Full time secretaries shall work five (5), eight (8) hour days per week exclusive of a 30 minute unpaid lunch. Full time clerks shall work five (5) seven (7) hour days per week exclusive of lunch.
- b. Building/site hours shall be determined by the employer. Accommodation may be made for secretarial/clerical employees to flex beginning and ending hours at a site at the supervisor's discretion.
- c. The work year for each employee classification shall be as shown in Article XIV, Compensation.
- d. It shall be the goal of the administration to eliminate the unnecessary dispensing of medication to students. The Board will indemnify and protect employees against claims and suits arising while acting under the direction of the Board within the course or scope of his/her duties as specified in Illinois School Code, 122, 10-20.20.

12. Reading Aide 1/ Reading Aide 2

- a. Shall work student attendance days. Reading aides hired after the 2005-2006 school year will work teacher attendance days. Reading aides hired prior to the 2005- 2006 school year will be encouraged but not required to work teacher attendance days and will be compensated accordingly.
- b. Hours shall vary and be assigned annually. Whenever possible Reading Aides will be hired into full-time (7 hours) positions
- c. Any aide or assistant assigned 7 hours or more will have a 30 minute unpaid duty free lunch breaks plus a 10 minute work break per day. Those working 4 hours, but less than 7, will get a 10 minute work break.
- d. This classification will be entitled to sick leave and personal leave.
- e. Reading aides will be notified of their assignment as soon as possible prior to the start of school.
- f. All reading aides employed during the 2017-18 school year will be classified as Reading Aide I. Beginning with the 2018-19 school year, reading aides who hold a valid certificate and have earned at least sixty (60) college hours or an associate's degree, will be classified as Reading Aide 1; those reading aides who

hold a valid certificate but do not have an associate's degree or sixty (60) hours will be classified as Reading Aide 2

13. Parent Coordinators

- a. Shall work teacher attendance days.
- b. Flexible hours, as assigned by the principal; should average 4.5 hours per day, paid annually.
- c. A Parent Coordinator that works four consecutive hours is entitled to a ten-minute break.
- d. This classification will not receive holidays nor be subject to Article IX, Section II, D.
- e. This classification will be entitled to sick leave and personal leave.

14. Nurse

- a. Shall work 200 days per year as assigned.
- b. Shall work 8 1/2 hours per day including a 30-minute unpaid lunch.
- c. Shall be paid annually based upon 200 work days plus 10 holidays per year.

15. Tech Specialist

- a. Full time tech specialist personnel shall work five, 8 1/2 hour work days per week, inclusive of half hour unpaid lunch which shall be uninterrupted except for emergencies.
- b. Hours and shifts shall be determined by the Employer.
- c. A 10 minute break shall be allowed for each 4 consecutive hours of work.
- d. Any tech specialist called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of one (1) hour at the appropriate rate except in cases involving an extension of regular hours.
- e. All tech specialist employees shall be notified two weeks in advance of a permanent shift change.
- f. Tech specialist may turn in mileage for in and around miles while working between buildings, after reporting to home building to begin the workday. Mileage must be turned in quarterly.

B. TEMPORARY ASSIGNMENT

1. A 48 hour notice shall be given before any temporary shift/assignment change, within an ESP's category, except in an emergency situation. Temporary shall be defined as two weeks or less, excluding breaks. No one employee will be temporarily reassigned more than two (2) times per semester.
2. If an ESP is temporarily assigned to work outside of the ESP's normal category, he/she shall be paid at the higher rate of pay.
3. GACs, Custodians, Principals Helpers and Maintenance may be reassigned to asbestos removal during school breaks for periods longer than two weeks. Asbestos removal personnel must be qualified in the testing, encapsulation, removal and/or abatement of asbestos. The district shall pay for the cost of training as necessary to maintain certifications. Asbestos removal personnel shall be responsible for the routing testing and encapsulation, removal and/or abatement of small amounts of asbestos in district buildings and grounds. Independent contractors may be hired by the District for large projects beyond the scope of those performed by asbestos removal personnel during this collective bargaining agreement without the layoff of asbestos removal personnel. During reassignment, those assigned to asbestos removal will be paid the asbestos removal rate.
4. If during the winter months GAC's work assignments decrease because there are fewer athletic events or they are not able to work out of doors, they may be temporarily reassigned to custodial maintenance for longer than 2 weeks at a time.

C. RESIGNATION

An ESP employee may resign with a minimum two (2) week written notice. Failure to provide this notice shall result in the loss of accumulated vacation pay.

D. VACANCIES

1. All job vacancies or newly created positions within classifications covered by this agreement shall be posted for a minimum of five (5) work days and a copy shall be sent to the Association President.
2. Vacancies must be posted within 10 days of the vacancy and filled within 60 days unless there are less than five (5) qualified applicants. If the required number of applicants is not met the position will be filled as soon as possible.
3. All postings shall state school and shift.
4. The supervisor will announce to all employees in the category of the vacancy.
5. Any staff member in that classification who wishes to be considered for the vacancy, must let the supervisor know in writing within 48 hours.

6. Qualified current ESP applicants shall be given priority consideration for bargaining unit positions over outside applicants if qualifications are equal.
7. Secretarial/clerical work created during the summer will first be offered to secretaries/clerks within the bargaining unit.
8. By April 1, the Association will provide the administration with a list of non-12 month ESP employees interested in summer custodial work at the district established lower custodial rate.
9. By May 1 of each year, the administration will provide the Association with a list of those employees who will be guaranteed summer custodial work.

E. PROBATION

1. A newly hired ESP employee to the bargaining unit shall be considered a probationary employee for the first six months of employment. The probationary period may be extended up to an additional 6 months provided the ESP employee has been notified and provided written reasons for the extension.
2. An employee involuntarily assigned to another job classification who has served the probationary period in another position, shall not serve another probationary period. An ESP employee who is voluntarily assigned to another job classification who has served the probationary period in another position, shall serve another 3 month probationary period.

F. OVERTIME

Working overtime shall be voluntary on the part of the ESP employee. Absent volunteers, overtime may be assigned. All overtime work will be paid at 1 1/2 times the ESP employee's regular pay rate, or if ESP employee and employer mutually agree, compensatory time at 1 1/2 hours for each hour of overtime worked. Overtime will be calculated for time worked beyond the ESP employee's regular work week, or thirty-eight (38) hours per week, whichever is greater.

ESP employee requests to work overtime will be considered when assigning overtime. Overtime will be offered to all employees in the category to which the work is assigned before it is offered to ESP employees in other categories. Overtime will be offered or assigned on an equitable basis in each building. Management will attempt to notify ESP employees of overtime as soon as possible. Refusal to accept an overtime request in cases where less than a 48 hour notice was given will not be counted against the ESP employee in terms of future overtime opportunities. If cafeteria employees return to work on a call back, they will be paid at a time and one half rate (1.5).

G. UNSAFE AND HAZARDOUS CONDITIONS

Reports of hazardous or unsafe conditions or equipment by ESP employees will be investigated by the Supervisor and corrections, repairs, or replacements made if necessary.

H. SUBCONTRACTING

During the term of this agreement, the Board shall not subcontract with private individuals, private carriers or governmental agencies for work performed by ESP members of the bargaining unit. Work that may be subcontracted due to the elimination of the maintenance department are outlined in Appendix D. All other work remains within the bargaining unit.

I. HEAD CUSTODIAN

A bargaining unit custodian shall be identified and appointed head custodian in each building with three (3) or more full-time custodians working the same shift. Head custodian cannot be a probationary employee. Head custodian will be responsible for nightly lockup

J. AFTER SCHOOL HOUR ACTIVITIES

If after school hour activities create additional work for an ESP employee, the supervisor/principal shall determine the priority of work to be completed during the regular shift. If additional time is required compensation shall be in accordance with Article V, II-E.

K. DISTRIBUTION OF WORK LOADS

Within each classification the workloads shall be substantially equal for the same hours worked as determined by management.

III. ALL EMPLOYEES

A. SURVEILLANCE

The intent of the use of security cameras is to secure the building and ensure a safe environment for staff and students. Security cameras will not be used to evaluate the performance of employees or to monitor their behavior on a regular basis.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct, misconduct, or security violations or incidents. Except as otherwise required by law, access to data involving District personnel will be limited to appropriate administrative personnel.

**ARTICLE VI
EMPLOYEE EVALUATION**

I. TEACHER EVALUATION

A. A qualified administrator will formally evaluate all certified teachers at least once every two years. Non-tenured teachers will be evaluated every year per the School Code.

B. Within four (4) weeks after the beginning of each school term, the building principal or immediate supervisor shall acquaint each teacher under said supervisor's supervision with the formal evaluation procedures, and the principal or immediate supervisor shall advise each

teacher as to those who may observe and evaluate the teacher's performance. No formal evaluation may take place until such orientation has been completed.

C. The qualified administrator shall evaluate each teacher in accordance with the jointly developed evaluation plan.

D. All formal observations shall be done with the full knowledge of the teacher. Additional observations may be requested by the teacher. The evaluator shall have a meeting with the teacher within five (5) school days following all formal observations.

E. The teacher shall have the right to attach comments to the evaluation.

F. At least sixty (60) days before the end of the school term, the administrator shall complete a written evaluation report and make recommendations as to re-employment of probationary teachers.

G. Any grievance filed relative to this Article shall be limited to violations of the specified procedures.

H. If a consulting teacher is selected from within the district, the Board will negotiate with the Association and the teacher selected on compensation and working conditions commensurate with time and effort required.

If a mutually agreeable decision cannot be reached, the Board may seek a consulting teacher from the Illinois State Board of Education.

I. Nothing contained herein prohibits the employer from exercising its right to non-renew probationary teachers.

J. Unsatisfactory Rating Appeals Panel. Pursuant to Section 24A-5.5 of the School Code, the Board will implement an appeals panel for the review of any "Unsatisfactory" final summative rating. The Board and the Association agree that the Evaluation Committee shall work to determine the criteria for successful appeals, and also agree that the appeals panel process will be implemented for final summative ratings issued during the 2021-2022 school year and beyond.

After receiving a final summative rating of "Unsatisfactory," a licensed employee may file a written request for an appeal under this process. The request must be directed to the Superintendent, with a copy to the Association President, and must be filed within ten days after receiving the final evaluation rating. The Superintendent and Association President will assign a panel of three evaluators, with the Superintendent selecting two evaluators and the Association President selecting one evaluator, none of whom shall be the initial evaluator who previously assigned the rating of Unsatisfactory. All panel members selected must have completed all training and pre-qualification required to serve as an "evaluator" as required in Section 24A-3 of the Illinois School Code. Each member of the appeals panel shall review the evidence collected during the evaluation, and no additional evidence may be added by the teacher, the initial evaluator, or any administrator. Upon review, each of the three evaluators will assign an evaluation rating of Unsatisfactory or Needs Improvement pursuant to the criteria for successful

appeals determined by the Evaluation Committee. The appeals panel members will have ten school days following the date of the final appointment to review the data and submit their ratings to the Superintendent. If at least two of the appeals panel members assign a rating of Unsatisfactory, the prior rating shall be upheld and the District shall proceed with the implementation of a remediation plan as required by the School Code. If at least two of the appeals panel members assign a rating of Needs Improvement, the District shall proceed with the implementation of a professional development plan as required by the School Code. Decisions made by the District Superintendent, the Evaluation Committee, or the appeals panel members regarding this process or individual evaluations are not subject to the grievance procedure.

II. ESP EVALUATION

A. PURPOSE OF EVALUATION

The primary purpose of ESP employee evaluation shall be the assessment of employment skills contained in the Job Description. All evaluations shall be conducted in good faith in accordance with the provision of this Agreement.

B. NOTIFICATION OF EVALUATION PROCESS

Within four (4) weeks after the beginning of each school term, the building principal or immediate supervisor shall acquaint each ESP employee under his/her supervision with the evaluation procedures, instrument, and job description to be used to evaluate his/her performance.

C. EVALUATION PROCESS

1. Probationary ESP employees shall be evaluated at least once during their probationary period.
2. Non-probationary ESP employees shall be evaluated at least once every two years.

D. EVALUATION CONFERENCE

All evaluations shall be reduced to writing and a copy given to the ESP employee at least fifteen (15) days prior to the end of the ESP employee's work year. The employee and the supervisor shall meet to discuss the evaluation within five (5) work days after the ESP employee receives the evaluation.

E. RIGHT TO RESPOND:

Following the post-evaluation conference, the ESP employee can submit additional written comments or responses to the evaluation if she/he desires. These will be attached to the evaluation and placed into the ESP employee's personnel file.

ARTICLE VII
EMPLOYEE DISCIPLINE/REPRIMAND/PERSONNEL FILES

- A. No non-probationary employee shall be discharged or reprimanded without just cause. The District shall follow the practice of progressive discipline for remediable offenses except where an alleged offense is determined to affect the health, safety or welfare of children and/or employees. The employee, upon request, shall be entitled to Association representation when discharged or when issued an official reprimand.
- B. Except for non-renewal of probationary employees or evaluations, no employee shall be issued a written notice of remediation nor have disciplinary action, written warning, suspension, or withholding of increment taken against him/her except for just cause.
- C. An employee's personnel file shall not contain false material. An employee shall have the right, upon request, to review the contents of his/her file and place therein, written responses. The employee shall receive a copy of any disciplinary entry into the file. Negative entries generated by sources other than the Administration shall be authorized only after administrative investigation and discuss with the employee. For ESP employees, after three years the negative entries dated before August 31, 2018 shall be pulled from the ESP employee file if no other discipline has occurred.

ARTICLE VIII
GRIEVANCE PROCEDURE

A. DEFINITION

A grievance will mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of the Agreement.

B. STATEMENT OF BASIC PRINCIPLES

1. Every employee covered by this Agreement or the Association on behalf of a class(es) will have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of Association representatives.
2. An employee who participates in these grievance procedures will not be subjected to discipline or reprisal because of such participation.
3. The failure of an employee or the Association 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 will permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4. Any employee has a right to be represented in the grievance procedure at Step C-2 and beyond. The employee will be present at any grievance discussion when the administration and/or the Association deems it necessary. When the presence of an employee at a grievance hearing is requested by either party, illness or other incapacity of an employee will be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where an employee is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance. Such disposition will not be in conflict with any of the terms or conditions of this Agreement.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held at the option of the Administration during school hours, all employees whose presence is required will be excused with pay for that purpose.
7. It is agreed that any investigation or other handling or processing of any grievance by the grievant or association representatives(s) will be conducted so as to result in no interference with no interruption whatsoever of the instructional program and related work activities of the staff.
8. At any time during the following procedure, the grievant may withdraw his complaint without establishing precedent. Written notice of withdrawal may be requested by either party.
9. A working day will constitute any calendar day except weekends and school holidays. Summer break will not be considered a school holiday.

C. PROCEDURES

An attempt must be made to resolve any potential grievance in an informal, verbal discussion between the employee and his immediate supervisor.

1. First Step

After attempting to resolve a grievance informally with the immediate supervisor, an employee may deliver a formal grievance in writing to the 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 grievance must be delivered within twenty (20) working days from the date of the occurrence of the event giving rise to the grievance. The supervisor shall meet with either the employee or the local Association representative within 5 days of

receiving the grievance to discuss the grievance. Following that meeting, the supervisor will make a decision and communicate it in writing to the employee and the Superintendent within ten (10) working days of that meeting.

2. Second Step

In the event a grievance has not been satisfactorily resolved at the first step, the grievance may be filed with the Superintendent, within five (5) working days of the supervisor's written decision or answer. Within ten (10) working days after such written grievance is filed, the grievant, his or her representative, the principal, and the Superintendent or his designee, and the supervisor if deemed necessary by the Superintendent, will meet in an attempt to resolve the grievance. The Superintendent or his designee will deliver an answer within ten (10) working days of the second step grievance meeting and communicate it in writing to the employee, the supervisor, and the Association. The parties may agree that grievances may begin at the Second Step in the event of a class grievance or if there is no supervisor other than the Superintendent.

3. Third Step

If the grievance cannot be settled at the second step, the Association may appeal to the Board by filing a written appeal with the Superintendent within ten (10) working days after the receipt of the Superintendent's answer. The Board shall consider the grievance within thirty (30) calendar days of the date of receipt of appeal by the Superintendent at this Third Step. The Board shall render its decision with a copy to the Association and grievant, within ten (10) working days after the meeting at which the grievance is considered. If the grievance is not resolved through this method the grievance may be moved to the fourth step.

4. Fourth Step

If the grievance is not resolved satisfactorily, the Association may submit the grievance within twenty (20) working days of the Board's decision (Third Step), to final and binding arbitration. The American Arbitration Association will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will, within seven (7) days alternately strike one name at a time from the panel until only one will remain. The remaining name will be the arbitrator. The decision of the arbitrator will be final and binding on the parties.

The arbitrator's fees and the expenses which are common to both parties for the arbitrator will be borne equally by the Board and the Association. Each party to an arbitration proceeding will be responsible for compensating its own representatives and witnesses.

The arbitrator will have no power to alter the terms of this Agreement. His authority will be limited to deciding only the issue or issues presented to him by the School Board and the Association, and his decision must be based solely upon his interpretation of the meaning or application of the provisions of the Agreement.

ARTICLE IX REDUCTION IN FORCE

I. TEACHERS

The Board will comply with section 24-11 and 24-12 of the Illinois School Code with regards to Reduction in Force. Annually these sections will be posted in each school building.

II. ESP

A. CLASSIFICATIONS

Layoffs or reductions in hours, if necessary, shall be in order of seniority, least senior first in each job classification. The classifications shall be: nurses, all maintenance, custodial maintenance, custodial, grounds athletic custodians, bus mechanics, cafeteria workers, bus drivers, paraprofessionals, principal's helpers, bus monitors, secretaries, clerks, teacher assistants, reading aides, parent coordinators, social workers, and tech specialists. Within the Paraprofessional classification, those aides who possess special skills and abilities, (for example, hearing impaired interpreter, English as a second language aide, computer aide, learning assistance center aide) shall be exempted from the RIF if their position is still required. There shall be no "bumping" into another job classification. ESP employees, except paraprofessionals, to be reduced shall be given written notice no later than 60 days prior to the beginning of the next school year preceding the reduction. Paraprofessionals may be reduced upon a 30 day notice any time.

B. SENIORITY

The ESP employment date shall be the first day the ESP reports to work.** Seniority shall be defined as the length of an ESP employee's continuous employment with the District within the job classification. An employee shall only accrue seniority in the classification in which he/she is currently employed, but shall retain seniority previously accrued in other classifications.

Service shall be computed from the first day of uninterrupted employment. Service shall not be interrupted due to utilization of approved leaves of absence, vacations, time on recall, or normal breaks in the contractual year for that job classification. A seniority list shall be developed and posted each year prior to October 1 reflecting the length of service of each ESP employee in each job classification including those on layoff. A part-time custodian hired after July 1, 2002, will accumulate seniority at a fractional part of a year as determined by the fractional part of the workday.

**In the case of an employment date tie, the tie breaking criteria shall be:

1. Years of service within the District
2. Qualifications
3. Evaluations
4. Recommendation of the Superintendent

C. RECALL

Each ESP employee laid off will have a recall period equal to the greater of one year or the number of years of seniority divided by two (2) with a maximum of five (5) years. If a vacancy occurs, the most senior qualified ESP employee in that classification shall be offered the position. If there are no ESP employees on the recall list in that classification, ESP employees on recall lists in other job classifications who have seniority in the classification which is being recalled will be considered first, then all ESP employees in other job classifications will be considered. ESP employees shall retain recall rights during the recall period, subject to the following:

1. If an employee declines to accept a position to the same classification that he or she was laid off from, the employee's recall rights shall terminate provided, however, that an employee who was full-time at the time of layoff shall not lose recall rights if he or she turns down a part-time position.
2. If an employee declines to accept a position from a different classification than the one he or she was laid off from, the employee shall lose recall rights only to positions in that classification.

Recall notification shall be made by certified mail to the last known address of the ESP employee on file. In the event that the ESP employee fails to respond within fifteen (15) calendar days of receipt of the notification or attempted delivery, the employee will be removed from the recall list.

D. FULL-TIME/PART-TIME

Whenever possible, the District shall retain and/or create full time positions rather than dividing full time positions into part time positions.

E. RESTRICTIONS

There shall be no reduction in hours or positions in any classification due to the employment of at-will employees or dues to the creation of the custodial maintenance position. Summer custodial work shall be offered to current bargaining unit members before the district hires at-will custodial workers. Additional Principal's Helpers will not be hired to replace or reduce the hours of custodial positions. Reductions in hours or positions in all ESP classifications shall be accomplished, whenever possible, through attrition.

ARTICLE X
TEACHER ASSIGNMENT, INVOLUNTARY TRANSFER,
AND EXTRA-DUTY ASSIGNMENT

A. INVOLUNTARY TRANSFER (TEACHER AND ESP)

1. Definition

“Involuntary transfer” occurs when there is forced relocation of personnel due to pupil distribution or instructional requirements.

2. Procedures

a. Volunteers

When it is necessary to transfer or reassign personnel, all volunteers will be considered first.

b. Staff Assignment

When an adequate number of volunteers are not obtainable, such transfers will be made on the basis of district needs. It is understood by both the Board and the Association that such relocation of staff will most often need to be done on a building level or a department level and ESP transfers will not result in a change of classification for the employee.

B. TEACHER ASSIGNMENT

1. All teachers will be given notice of their tentative changes in building assignments, class and/or subject assignments, by July 1.
2. No changes in the teacher's assignments may be made later than August 1st unless it is by employee request or such a change is necessitated by an emergency. In the case of an involuntary change after August 1st, the teacher affected will be notified in writing within five (5) calendar days of the knowledge of such a change, and upon the request of the teacher, the changes will be promptly reviewed between the Superintendent and his/her representative and the teacher affected and a representative of the Association. In the event of any disagreement as to the need of such a change in assignment, and upon his/her request, any teacher affected by an involuntary change may be released from his/her contract.
3. Teachers will not be assigned outside the scope of their qualification pursuant to State Board of Education Document #1.
4. If any involuntarily transferred teacher does not receive an acceptable assignment from the above procedures, the Superintendent will inform said teachers of positions as they become available and shall be considered in advance of outside applicants (per agreed upon hiring practices).

5. All vacancies will be posted and in all buildings within five (5) calendar days after announcement and for at least fourteen (14) calendar days before filling. During the months of June, July, and August, the posting requirement is shortened to five days. Posting for all vacancies during the months of June, July, and August shall be done by posting the vacancies on the district web page and by broadcasting a voice mail message to all district employees via the district phone system.

C. EXTRA-DUTY

1. Teachers assigned to an extra-duty activity will be given an opportunity before the dismissal of school in the spring to submit a written request to change or drop an extra- duty assignment.
2. Request for changes in activities must be received in the main office by April 15. The list of activities and the number of openings will be posted in all school buildings by May 1 for at least fourteen (14) calendar days. Extra-duty assignments not filled by June 1st will be made by the administration following exploration of volunteers.
3. Current teacher applicants will be given consideration for vacant or newly created extra-duty positions before the Employer employs individuals from outside of the bargaining unit. A head coach's preference of candidates in their sport will be given consideration.
4. Chaperoning
 - a. Teachers assigned to chaperone will be paid according to the amount listed in Appendix B. Any teacher who arranges for a substitute will notify the office.
 - b. Any bus to a school related event must have at least one (1) chaperone. Any bus with more than 35 students must have at least two (2) chaperones.

**ARTICLE XI
LEAVES**

I. TEACHERS

A. PAID LEAVES

1. Sick Leave (A sick day shall be equal in length to an employee's workday)
 - a. Each teacher will be entitled to a total of ten (10) sick leave days with full pay per year for the first five (5) years of employment in this School District, and fifteen (15) days per year thereafter. Unused sick days shall accumulate.
 - b. Sick leave will be interpreted to mean personal illness, disability, quarantine at home, or serious illness or death in the immediate family or household. The

immediate family for purposes of this section will include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, and legal guardians.

- c. When an absence is due to injury or illness compensable under the Illinois Workmen's Compensation Act, the teacher may elect to receive, in addition to the amount paid under the Act, a taxable sum equaling the difference between the teacher's full per diem salary and the amount compensable under the Act with a corresponding deduction of 1/3rd sick day for each day of absence.
- d. Pregnancy and pregnancy-related disabilities are to be treated as would any other illness and/or disability covered by sick leave. The period of disability for which sick leave may be used for childbirth shall be for the period as verified by the attending physician. An unpaid leave of absence for childcare or a Family Medical Leave may also be granted upon the teacher's request according to Sections B.
- e. Sick leave does not accumulate if on a full school year leave. A pro rata amount will be granted for working less than one hundred twenty (120) days and full sick leave will be granted for working one hundred twenty (120) days or more.
- f. The Board will allow a teacher to use up to two (2) days per year of accumulated sick leave for bereavement purposes for relatives other than those listed in Section A, paragraph I.a (2).
- g. Sick leave will be deducted in increments of one-half hour.

2. Personal Leave

Two (2) personal leave days per year at full pay will be allowed each teacher subject to the following requirements:

- a. The purpose must constitute something that cannot be done on a non-school day or that is of an emergency nature.
- b. No reason must be stated, but both days are restricted by professional ethics. Examples of appropriate use of such leave would be legal appointments, family business, personal emergencies, etc.
 - (1) Requests must be given to the Superintendent, or in his absence, to his designee, at least 48 hours in advance.
 - (2) The day immediately preceding, or immediately following, a two-day or longer holiday will not be recognized as a personal leave day.
 - (3) The day is available for use as sick leave.

- c. One unused personal leave day will be accumulated to a maximum of three (3) days after which unused days will be added to the accumulated total sick leave. At the time of retirement, current unused personal days will be added to accumulated sick leave.
 - d. Personal days may not be used during the first week (five working days) of school.
3. When schools and school offices are officially closed by the Superintendent, no leave days previously arranged by the teacher will be deducted for such emergency days.
4. Sabbatical Leave

The school board may grant a sabbatical leave to a tenured teacher. Such leave is subject to the provisions of The School Code of Illinois, Section 24 6-1.

5. Professional Business/Job Performance Leave

Teachers may apply for professional business/job performance leave. If approved, a teacher shall suffer no loss of pay. If requested and approved, tuition, fees, meals, mileage, room, books, and other necessary costs will be borne by the District.

B. LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence may be granted without pay to tenured teachers who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity if a mutually agreed upon term of leave is acceptable to the Administration. The Board will not without reason deny leave of absence without pay consistent with the conditions stated herein.

Each approved leave of absence will be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year (unless mutually extended) may be granted to tenured teachers according to the following conditions:

- 1. Written requests for leaves of absence without pay would be made at least 60 days before the leave is desired, or before the end of the school year, whichever applies, subject to the approval of the Board.
- 2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- 3. Leaves may be granted for:
 - a. Advanced study leading to a degree in an approved university.
 - b. Campaigning for or serving in public office.

- c. Maternity, adoption, and child rearing.
 - d. Exchange teaching or foreign or military teaching programs.
 - e. Other reasons acceptable to the Board which will improve the educational program in the District.
 - f. Election to a state Association's full-time officer's position.
 - g. Military service.
 - h. reasons b, d, and g will be granted with the understanding that the date of departure and return must be acceptable to and approved by the Superintendent within the guidelines established above.
- 4. A year's credit on the salary schedule will be granted for the year of leave if more than one hundred twenty (120) days were worked that year.
 - 5. Teachers on such unpaid leave may continue insurance benefits if they apply, but the employee must pay cost of health insurance.
 - 6. A teacher on an approved leave for more than a semester will be reinstated at the end of the intervening semester upon a sixty (60) day notice.
 - 7. Failure of the teacher to notify the District of intention to return at least ninety (90) days before the end of the school year or sixty (60) days before the end of the first semester will be considered as a resignation from continued contractual service, thereby removing the Board's obligation to re-employ. Upon approval of a leave, the District will notify the teacher of the Board's decision with a written notice which will include the response deadline. The right of the teacher to resign without approval before July 1, will not be diminished by this Agreement.

II. ESP

A. SICK LEAVE (A sick day shall be equal in length to an employee's workday)

- 1. Each ESP employee listed below shall receive ten (10) sick days per contract year, credited at the beginning of each contract year.
 - a. Custodians and Custodial Maintenance
 - b. All secretaries working less than 12 months
 - c. Groundskeeper Athletic Custodians
 - d. Bus Drivers
 - e. Bus monitors

- f. Teacher assistants/ Reading aides
 - g. Parent coordinators
 - h. Nurses
 - 1. Paraprofessionals
 - J. Cafeteria workers
 - k. Principal helpers
 - 1. Maintenance Personnel (first five years of service)
 - m. Secretaries working 12 months (first five years of experience)
 - n. Mechanic (first five years of service)
 - o. Tech Specialist (first five years of experience)
2. Each ESP employee listed below shall receive fifteen (15) sick days per contract year, credited at the beginning of each contract year.
 - a. Maintenance Personnel (more than five years of service)
 - b. Secretaries working 12 months (more than five years of experience)
 - c. Mechanics (more than five years of service)
 - d. Tech Specialist (more than five years of experience)
 3. Sick leave shall accumulate up to 180 days. When 180 days have been accumulated, days in excess (not to exceed 60) may be banked for IMRF retirement purposes only. Sick leave will be interpreted to mean personal illness, disability, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section will include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers/sisters-in-law, and legal guardians.
 4. Each ESP employee who is entitled to less than 15 sick leave days per year, who uses two (2) sick days or less, shall be entitled to two (2) additional sick days the following year.
 5. Sick leave will be deducted in increments of one-half hour.

B. PERSONAL LEAVE

Two (2) personal or emergency leave days per year, accumulative to three (3) at full pay, will be allotted to each regular employee subject to the following requirements.

1. The purpose must constitute something that cannot be done on a non-work day or that is of an emergency nature.
2. No reason must be stated, but the day is restricted by professional ethics. Examples of appropriate use of such leave would be legal appointments, family business, personal emergencies, etc.
 - a. Requests must be given to the Superintendent, or in his absence, to his designee, at least forty-eight (48) hours in advance.
 - b. The day immediately preceding, or immediately following a two-day or longer holiday or break will not be recognized as a personal leave day.
 - c. The day is available for use as sick leave.
3. Unused personal leave days beyond the maximum of three shall accumulate as sick leave.

C. WORKERS' COMPENSATION

For absence due to injury or illness incurred in the course of the ESP bargaining unit member's employment, the ESP employee will retain all proceeds from Workers' Compensation. At the ESP employee's option the difference between the proceeds from Workers' Compensation and full daily rate of pay will be reimbursed by the District with a 1/3 deduction from the ESP employee's accumulated sick leave for each day of absence.

D. UNPAID LEAVES

Unpaid leaves of absence may be granted by the District at its discretion and for a duration determined between ESP employee and the District. All insurance coverage shall continue while on such leave except the ESP employee shall be required to pay the individual cost of premiums.

E. CHILDCARE LEAVE

A childcare leave of absence may be granted by the Board to commence at the termination of disability period for a period of time mutually agreed upon between the ESP employee and the Board with recognition for natural breaks in the school year. All insurance coverage shall continue while on such leave except the ESP employee shall be required to pay the individual cost of premiums except as may be provided in III.A, Family Medical Leave.

F. BEREAVEMENT LEAVE

The District will allow an ESP employee to use two (2) days of sick leave per year for bereavement purposes for relatives other than those noted in II.A.3,

III. **ALL EMPLOYEES**

A. FAMILY MEDICAL LEAVE

1. Each “eligible employee” (as defined within the Family and Medical Leave Act) shall be entitled to a family and/or medical leave of absence which shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per twelve (12) month period (measured from September 1 through August 31). Leave may be taken for those qualifying events identified within the Family and Medical Leave Act.
2. The provisions of this Section shall apply to all family medical leaves of absence. If an employee is entitled to paid leave the employee may take paid leave during the term of the family medical leave, however the combination of paid leave and family medical leave may be extended beyond 12 weeks only at the discretion of the District. Reduced, altered, or intermittent work schedules may be accommodated as provided in the Act. Spouses who are employed by the District are entitled to a combined total of twelve (12) weeks of leave for the birth or adoption of a child or for the care of a sick parent.
3. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice not less than thirty (30) days prior to the leave and make efforts to schedule leave so as not to disrupt the District's operations. In case of illness, the employee shall report periodically on his or her leave status and intention to return to work.
4. For purpose of this Family Medical Leave only, an employee on an unpaid portion of a family or medical leave of absence shall continue to receive group insurance benefits for up to a maximum of twelve (12) weeks, unless extended at the District's discretion, at the level and under the conditions that the coverage would be provided if the employee had continued working and had not taken leave. In the event that an employee elects not to return to work upon completion of an approved, unpaid leave of absence, the employee must reimburse the District for the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reasons beyond the employee's control.

B. SICK/CATASTROPHIC LEAVE BANK

The purpose of the Sick/Catastrophic Leave Bank is to provide a means of obtaining additional sick leave days to avoid loss of compensation due to a catastrophic illness or catastrophic injury of the employee or his or her immediate family. The Sick Leave Bank does not provide unlimited paid sick leave for any medical reason but is to alleviate the hardship caused when employees lose compensation as the result of a catastrophic illness or catastrophic injury. This

benefit is available to eligible, voluntarily participating certified/licensed or non-certified employees who have legitimately exhausted all of their accumulated sick and personal time.

1. Definition

Catastrophic illness or catastrophic injury is defined as a severe medical condition which requires an employee's absence from work for a prolonged period of time and which results in a substantial loss of income to the employee because of the exhaustion of all earned sick and personal. A qualifying illness or injury might include, but is not limited to, cancer, major non-elective surgery, serious accident, heart attack, stroke, or complications of pregnancy. In order to be defined as catastrophic, an illness or injury must be seriously incapacitating, of extended duration, and require the services of a licensed health care provider. Also included: death of a spouse or child, death of an immediate family member and natural disaster or fire.

Sick Leave Bank may be used for the personal illness or injury of the employee or to care for a spouse, parent, child, or to care for a member's non-custodial child.

Two separate Banks will be used - one for certified employees and one for non-certified Employees.

2. Enrollment and Contributions to Bank

The Sick Leave Bank shall consist of the accumulation of contributed sick leave days from employees not to exceed the limit hereinafter set forth. By September 15th of the current school year, each new employee may enroll in the Bank by contributing 2 days to the Bank. Employees hired mid-year will be allowed to defer enrollment until September 15th of the next school year. Current employees may enroll in the Bank during the open enrollment period. The open enrollment period will begin when the Bank falls below 20 days and the open enrollment period will continue for 30 days. Members who draw sick days from the Bank must re-enroll and contribute 2 sick days to the Bank by September 15th of the next school year.

The employee's contribution to the bank, constitutes membership. The Bank may accumulate up to the maximum number of days allowed to any individual employee under the terms of the negotiated contract. No employee is eligible to request leave from the Sick Leave Bank during any school year unless that employee is a member of the Sick Leave Bank for that school year in the manner established by this section.

Sick leave days contributed to the Bank cannot be taken back by the participant under any circumstances. Members must waive any claims to leave voluntarily donated to the Bank, including any monetary or retirement-related value the days may hold.

Sick leave days available in the Bank at the end of a school year will be carried over into the next school year.

No borrowing against anticipated future deposits into the Bank may occur. Only the available days currently in the Bank are subject to distribution.

Retiring employees may choose to donate any number of days to the bank. The donation must be completed by July 1st of the year of retirement.

3. Sick Bank Administration and Oversight

The Bank shall be administered by a committee, consisting of four representatives, building principal/supervisor, CEA designee, building/classification representative and committee chair. The committee shall rule on each individual application for withdrawal of days from the Bank within the following guidelines.

Consideration will be given to pertinent factors, which, at any given time, may have greater or lesser weight at the discretion of the Committee. An employee requesting use of the Sick Leave Bank may have his/her prior sick leave usage audited. Patterns of absence will be reviewed, noted, and considered. Patterns of absence are most often indicated by frequency, duration, and time of absences. Additional factors may include, but are not limited to, number of years in the district, reason for the request, and impact to the employee and family.

Extended leave from the bank cannot be used for a period of disability when monies are paid to an employee under Workers' Compensation.

The employee's eligibility for the Illinois Teachers' Retirement System, Illinois Municipal Employees Retirement Fund and/or any other disability benefits programs will be considered before ruling on the request.

4. Application to Use Sick Leave Bank

Only current members may apply for sick/catastrophic leave days.

Members can only request days from the Bank for use after all of his/her accrued sick/personal/vacation days have been used, but should apply for days from the Bank in a reasonable period of time before their use is needed if possible.

A member or his/her designee must complete the Catastrophic Sick Leave Bank Application for leave and submit it to the Committee.

The Committee may request a physician's statement from a licensed health care provider indicating the estimated number of sick days required and information related to any pending disability claims.

Only one request will be considered per incident or illness, even if the incident/illness spans more than one year.

Only one request may be made per twelve month period, which begins on the day of any leave approved under a prior request.

5. Awarding of Days from Sick Leave Bank

The amount of sick leave, if any, granted for each request will be determined by a majority of the membership of the Committee but cannot exceed the maximum of twenty (20) working days per application. The committee shall recommend \ the number of days approved and reserves the right to disapprove of any request or to approve fewer days than are requested by the member. The Committee will make an award recommendation which will be given to the superintendent who will make the final decision on the award of days. The Superintendent will notify the applicant of the awarded days.

Decisions of the committee are not grievable under the grievance procedure established in the collective bargaining agreement.

Any leave granted may be used only for the purpose requested on the application. Any unused portion will be returned to the Bank.

Any leave granted may not be held in reserve by the individual employee. The days are intended to be used in succession.

The employee shall not be required to pay back, in any manner, the number of days awarded by the Bank.

6. Closure of Sick Leave Bank

In the event that the Bank is closed, the remaining days are voided and are no longer available for use. Sick Leave Bank benefits are not available for leave taken prior to eligibility for participation in the Bank.

C. JURY DUTY/SCHOOL-RELATED SUBPOENA

An employee shall suffer no loss of pay or leave days if summoned for jury duty or served a school related subpoena, except that any remuneration for such service be given to the District.

D. ASSOCIATION LEAVE

Upon notification of a CEA President, up to four (4) representatives of the Association will be excused on any day without loss of salary for attendance at local, state, or national conferences or on other business pertinent to Association affairs. The Association shall have an aggregate of fourteen (14) non-cumulative days per school year for such purpose. An individual can miss a maximum of five (5) work days for association leave. Written notice will be given to the Superintendent of upcoming conferences or business the Association plans to attend. An additional ten (10) days for unrestricted Association business will be granted if the Association reimburses the District the current substitute pay rate. Of the 10 unrestricted days, the CEA President or his/her designee may utilize up to an aggregate of 3 days for problem solving with the administration without substitute reimbursement.

E. EMERGENCY /IMMEDIATE NEED DOCK DAYS

Emergency/Immediate dock days may be granted at the discretion of the Superintendent and are not to exceed three (3) days in one school year. Emergency/Immediate is defined as an event of a personal and serious nature occurring on a school attendance day, which could not have been anticipated or avoided. Emergency/Immediate dock days will only be granted if all other days (either personal or sick, depending on the appropriateness of the event) have been exhausted.

Proof of the emergency/immediate need may be requested. Excessive use or misuse of dock days may result in disciplinary action or termination.

**ARTICLE XII
INSURANCE**

I. TEACHERS

A. CONTRIBUTIONS

1. For those teachers hired before the 1997-98 school year, who choose the annuity over health insurance, the Board of Education will pay \$2000 (including TRS) per teacher, per year, toward the cost of life insurance and annuities.
2. For those certified full-time (20 or more hours per week) employees who elect to participate in the \$1000 deductible district health insurance plan, the Board of Education will pay 90% for single coverage, 70% for single +1 and 70% for family coverage of the COBRA cost for the health plan. If two district employees are spouses and both eligible for the health care benefit, the district will pay 90% of family.

For those certified full-time (20 or more hours per week) employees who elect to participate in the high deductible district health insurance plan, the Board of Education will pay 95% for single coverage, 75% for single+1 and 75% for family coverage of the COBRA cost for health care plan. If two district employees are spouses and both eligible for the health care benefit, the district will pay 90% of family.

3. The district will pay \$2600 per teacher, per year, toward the cost of vision and/or dental insurance if the employee chooses not to use the health insurance benefit.

B. The School Board agrees to present a list of subscribers to the insurance programs, upon request, to the Association.

C. New Group members will be eligible for coverage on the first of the month following the month of employment. If the first day of employment falls on the first workday of the month, the teacher becomes eligible the first day of employment.

D. Those teachers terminating employment in the Canton Union School District No. 66 have the following options in regard to continued insurance coverage:

1. Those teachers who elect to continue to receive their pay on the regularly scheduled basis (as specified in Article XIV, Section I-B) will receive full insurance benefits until August 31st of that year.
2. Those teachers who elect to receive their remaining pay in a single amount at the end of the school year will receive full insurance benefits until June 30 of that year.
3. Teachers who retire on or before August 31, 2018 and are on the district health care plan at the time of retirement will receive full insurance coverage until August 31 of that year. Immediately thereafter, the district will pay thirty-five percent (35%) of the retiree's share of the cost of the lowest rate TRIP Premium until age 65 or five (5) years, whichever occurs sooner.

Teachers who retire after August 31, 2018 and are on the district health plan at the time of retirement will receive full insurance coverage until August 31 of their retirement year.

The District's obligations to pay premiums or reimbursement under this subsection after the date of resignation shall not be paid or become due and payable to the retiring teacher until after receipt of his or her final regular paycheck and after his or her last day of work.

E. An ten (10) member committee, chaired by District #66 Assistant Superintendent/ Business Officer will be established consisting of three (3) teachers approved by the Association, two (2) members from the non-certified staff, two (2) members from the administration staff and two (2) Board members to oversee, review, consider changes, and make recommendation for the insurance program.

F. T.H.I.S. CONTRIBUTION

The Board will pay the employees .5% contribution for the Teacher's Retirement System Health Insurance Plan.

II. ESP

A. For those ESP full-time (25 hours or more per week) employees hired before the 1997-98 school year who choose the annuity over health insurance, the Board of Education will pay \$1850 per employee, per year, toward the cost of life insurance and annuities.

B. For those ESP full-time (25 or more hours per week) employees who elect to participate in the \$1000 deductible district health insurance plan, the Board of Education will pay 90% for single coverage, 70% for single +1 and 70% for family coverage of the COBRA cost for the health plan. If two district employees are spouses and both eligible for the health care benefit, the district will pay 90% of family.

For those ESP full-time (25 or more hours per week) employees who elect to participate in the high deductible district health insurance plan, the Board of Education will pay 95% for single coverage, 75% for single+1 and 75% for family coverage of the COBRA cost for health care plan. If two district employees are spouses and both eligible for the health care benefit, the district will pay 90% of family.

C. Retiring ESP employees with 10 years of service in the District at the end of the 2021-22 school year and who are on the district health care plan at the time of retirement are eligible to be reimbursed twenty percent (20%) of the retiree's share of the cost of the lowest rate district plan (per COBRA cost) until age 65 or five (5) years, whichever occurs sooner. Retiree may choose plan, reimbursement will be calculated by the lowest cost plan.

III. ALL EMPLOYEES

The Board will pay the cost of a \$10,000 life insurance policy for all full-time employees.

ARTICLE XIII BENEFITS

I. TEACHERS

A. All benefits will be received by all full time teachers and all part-time teachers who are assigned grades 7-12 and who are scheduled for twenty (20) or more periods per week for a semester or more. Full time and part-time teachers at the K-6 grade level who are employed for at least twenty (20) hours per week for a semester or more, shall receive all benefits. Teachers who voluntarily agree to job share a full time position shall receive a pro rata portion of one full insurance plan premium or annuity. Benefits will be received by all teachers employed before the 1997-98 school year as stated in the contract for the 1996-97 school year.

B. Teachers employed full-time on contract for more than one semester will receive full-time benefits, but the benefits shall be limited to their period of employment. Teachers employed full-time on contract for a semester or less shall receive a stipend equal to 50% of the insurance amount in Article XII, Section I, A.1), divided by 90, then multiplied by the number of days worked.

II. ESP

A. DRIVER PHYSICALS

District No. 66 shall pay the cost of the bus driver physical per ESP employee per year at a doctor of the District's choice. If the ESP employee elects to be examined by his/her own doctor, he/she shall be reimbursed up to \$20 for the exam. Drug test required by regulation, law or the employer shall be paid by the employer.

B. LICENSE FEES

District No. 66 shall pay the cost of the bus driver's certification and or commercial driver's license fees as required by the district or by law. Including a \$75 stipend for time spent at annual training.

C. HOLIDAYS

Hourly ESP employees receive holidays according to the following schedule provided the holidays are within the employee's work year:

1. Reading Aides receive:
 New Year's Day
 Christmas Eve
 Christmas Day
 New Year's Eve Day
2. Less than 12 month Secretaries and Clerks receive
 New Year's Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve
 Christmas Day
 Good Friday
 Labor Day
 New Year's Eve Day
3. Bus Drivers, Monitors, and District Cafeteria workers
 New Year's Day
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve
 Christmas Day
 Good Friday
 Labor Day
 New Year's Eve Day
 Martin Luther King Jr Day
 Presidents' Day
 Columbus Day

4. Custodial Staff (Custodians, Grounds Athletic Custodians, 12-month Principal's Helpers, and Custodial Maintenance) with 1-9 years of service receive:
 - New Year's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - Good Friday
 - Labor Day
 - Memorial Day
 - Juneteenth (June 19)
 - Independence Day
5. Custodial Staff (Custodians, Grounds Athletic Custodians, 12-month Principal's Helpers, and Custodial Maintenance) with 10+ years of service receive:
 - New Year's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - Good Friday
 - Labor Day
 - New Year's Eve Day
 - Memorial Day
 - Juneteenth (June 19)
 - Independence Day
 - Martin Luther King Jr Day
 - Presidents' Day
 - Columbus Day
6. Principal's Helpers who elect to remain under the 10 month model receive:
 - New Year's Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Christmas Day
 - Good Friday
 - Juneteenth (June 19) if it falls during their regular work schedule
 - Labor Day
 - New Year's Eve Day
 - Martin Luther King Jr Day
 - Presidents' Day
 - Columbus Day

7. Twelve (12) month ESPs (Secretaries, Maintenance, Mechanics, and Tech Specialists) receive:

New Year's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Good Friday
Labor Day
New Year's Eve Day
Memorial Day
Juneteenth (June 19)
Independence Day
Martin Luther King Jr Day
Presidents' Day
Columbus Day

D. VACATION

Tech Specialists, maintenance and mechanics shall receive annual vacation as follows:

1-4 years service	2 weeks
5-9 years service	3 weeks
10 or more years service	4 weeks

Custodial Staff (Custodians, Grounds Athletic Custodians, 12-month Principal's Helpers, and Custodial Maintenance) shall receive annual vacation as follows:

1-5 years of service	1 week
6-10 years of service	2 weeks
11-20 years of service	3 weeks
21+ years of service	4 weeks

Twelve month secretaries shall receive annual vacation as follows:

1-4 years service	2 weeks
5 or more years service	3 weeks

The administration will consider vacation requests made by eligible ESP bargaining unit members which can include single days. Vacation will be taken on a calendar year basis. An ESP employee will not be eligible for vacation during the calendar year in which he/she was employed. The following calendar year (the ESP employee's first employment anniversary year) the ESP employee will receive a pro rata amount of vacation according to the percent of the preceding calendar year which the individual was employed and vacation time earned.

In each succeeding calendar year, the ESP employee shall receive the entire amount of vacation allotted according to the ESP employee's employment anniversary year number. Years earned toward vacation credit may be carried to another classification with vacation. If transferring from a classification without vacation, then years earned toward vacation credit will begin on the

first day of work in the new category. However, that transferring individual shall receive two (2) weeks vacation during the next calendar year and a full complement of vacation thereafter.

E. RESTRICTION

ESP employees absent the last day before Thanksgiving, Christmas, or Good Friday, or the first work day following New Years for reasons other than sickness or vacation, will not be paid the associated Holiday pay.

III. ALL EMPLOYEES

CREDIT UNION DEDUCTIONS

Deductions for investments of payments to be sent to any employee's authorized credit union will be granted upon written authorization by the employee. The authorization form will contain the individual's account number(s), the amount to be deducted each pay period, the beginning and ending dates for the deduction, the address to which the deduction is to be sent, and the signature of the employee authorizing such deduction.

The following stipulations must be followed:

1. One credit union must be selected.
2. Entering and withdrawing from plan must take place only in October, January, April, and July.

**ARTICLE XIV
COMPENSATION**

I. TEACHERS

A. COMPENSATION

1. The basic salaries of teachers covered by this Agreement are set forth in Section I.R.
2. The Board will pick up as a direct contribution to the Illinois teacher Retirement System, 9.8901% of the Teacher's taxable income or 9% of the teacher's gross income as reported in Paragraph R. This pick up will apply to all annually established compensation, including extra-duty, paid on a yearly basis.

B. All teacher employees covered by this Agreement will receive their scheduled salary in twenty-four (24) equal installments in the year(s) of the contract. The twenty-four (24) equal installments will be paid on the 15th and the 30th day of the month. The second February installment will be paid on the last day of that month. If any of these days fall on a holiday or weekend it will be paid on the nearest preceding non-holiday weekday.

C. All pay will be directly and electronically deposited into a bank account designated by the teacher in the morning on pay day or the last work day prior thereto. The teacher shall be held harmless and made whole if the teacher is assessed fees, fines, penalties, or interest due to improper execution of his/her payroll transfer (interest earnings exempted) unless by Act of God.

D. Any 9-12 grade teacher who teaches an additional class on a regular basis will be paid 1/12 per semester (or pro rata if not 7 periods in a day) of their actual position on the salary schedule.

E. HOURLY SUBSTITUTING

1. Any teacher under contract who substitutes for another teacher will be paid one-fifth (1/5th) of the sub rate per period for substituting.
2. At the beginning of each school year, teachers will be asked to complete a form indicating their willingness to substitute, including any preferences and/or restrictions. Those teachers who indicate an interest in substituting will be the first contacted when services are needed.
3. After any teacher has substituted more than 8 times within the school year, that individual will be paid for the rest of that school year at one and one-half (1 1/2) times the rate outlined in Section E, paragraph 1 each time they substitute.

F. All teachers who are required to travel between buildings because of their teaching assignments will be reimbursed at the standard maximum rate allowable under IRS. The mileage between buildings will be specified in a standard mileage chart. This mileage compensation will apply to the following teachers who are required to travel within the scope of their employment.

1. Music teachers
2. P.E. teachers
3. Speech therapists
4. District librarian
5. Other teachers assigned to teach or supervise students in more than one location or coach students at non-District facilities.

G. Salary deductions for unpaid absences will be calculated at 1/180 of the teacher's yearly scheduled salary.

H. Those teachers employed on an extended contract (e.g., 10 months or 11 months) shall be paid at a pro rata contractual rate.

I. Vocational teachers are to receive additional pay for additional duties inherent to the teacher assignment as stated in Appendix B.

J. Each vocational instructor will be given eight (8) hours credit on the salary schedule for the two thousand (2,000) hours of work experience required for certification in each current teaching assignment. If an instructor is given assignments requiring more than one 2,000 hour certification, sixteen (16) hour credit on the salary schedule will be granted. Should future teaching assignments reduce the areas of certification required, the 16 hours credit on the salary schedule will remain. For horizontal movement on the salary schedule vocational teachers may also receive credit in a work-study program directly related to the subject matter taught, if approved by the principal, and Superintendent.

K. To receive full credit for hours above the Bachelor's Degree, all courses must be at a graduate level. Any teacher who has accumulated hours beyond a Bachelor's Degree may use up to 24 of these hours which were not used in the Master's Degree plan toward credit beyond the Master's Degree lane.

L. All undergraduate level course work will receive one-half (1/2) graduate credit.

M. GRADUATE COURSE TUITION REIMBURSEMENT

Teachers may obtain tuition reimbursement for graduate courses taken while employed in the district subject to the following conditions:

1. Approval of requests for reimbursement for graduate classes must be obtained in advance of registration for the class.
2. Courses which are part of a master's program previously approved by the Superintendent are eligible for reimbursement, subject to the other terms of this Section. Otherwise, courses are subject to reimbursement if the Superintendent determines in his sole discretion that the course is within the teachers teaching area or is otherwise beneficial to the district considering the cost of tuition and other factors.
3. Reimbursement of tuition is limited to \$135 per semester hour upon submission of proof of successful (B or better) completion and actual payment to the institution. Reimbursement will not be allowed where teachers obtain a tuition waiver.
4. In no event shall teachers be reimbursed more than \$1,350 per fiscal year for tuition for graduate courses.
5. The Superintendent, in exercising his or her discretion under subpart 2 above, may consider course accreditation or academic rigor, and may request additional information on the same from the applying teacher.
6. Excluding retirees, if an employee voluntarily leaves the district within three years of receiving reimbursement, the employee will be responsible for the repayment of the tuition reimbursement received during those three years.

7. If the district requests a teacher become licensed/certified in a specific area, the district will reimburse the teacher 100% of costs associated with coursework and licensure.

N. If the District requires a certified or licensed member of the bargaining unit to attend professional development related to their job or intended assignment on any days other than those required under the employee's contractual year, the District will compensate the employee at a rate of \$85 per day. However, this per diem compensation shall not be available for attending coursework that will be recognized as educational achievement for salary advancement purposes.

O. Credit for advancement on the hiring schedule shall be granted at the beginning of a semester upon receipt of documentation indicating the successful completion of designated non-college credit courses or workshops. The district shall designate these courses or workshops in advance and shall determine for each the college hour equivalency, which would be allowed for credit on the hiring schedule.

P. It is the responsibility of the teacher to present to the Superintendent's office official documentation, which would result in advancement in educational achievement. Such documentation must be presented prior to the beginning of a semester in order for that change to be in effect for that semester.

Q. POST RETIREMENT COMPENSATION

Sick leave days not used toward TRS service credit shall be multiplied by 50% of the sub pay rate in the year of retirement. Payment for unused sick days shall be capped and not exceed \$1000. Additional unused after TRS service credit and post retirement compensation may be donated to the district sick bank. Any retiree eligible for post-retirement pay must contact the business office prior to July 1 with documentation from TRS regarding sick days used towards service credit. This post retirement compensation will be paid equal dollars to the retiree no later than September 15th following their last year of employment.

R. SALARY

1. Increases

In the 2021-22 school year, each returning full time teacher shall receive an increase equal to 3% of his/her previous year's base salary.

In the 2022-23 school year, each returning full time teacher shall receive an increase equal to 3% of his/her previous year's base salary.

In the 2023-24 school year, each returning full time teacher shall receive an increase equal to 3% of his/her previous year's base salary.

2. Initial Salary Placement

Beginning salaries for employees who receive no credit for prior experience shall be as follows:

Year	BS	BS8	BS16	BS24	MS	MS16	MS32	MS48
2021-22	\$39,155	\$39,670	\$40,391	\$41,318	\$43,893	\$45,438	\$47,601	\$50,382
2022-23	\$39,830	\$40,360	\$41,103	\$42,058	\$44,710	\$46,301	\$48,529	\$51,393
2023-24	\$40,525	\$41,071	\$41,836	\$42,819	\$45,551	\$47,190	\$49,485	\$52,435

Salaries above are inclusive of TRS

In no event shall a newly hired professional staff member be paid more than an existing professional staff member with the same recognized experience and education qualification. In the event that there is no existing professional staff member who has the same recognized experience and educational qualification as a newly hired professional staff member, the newly hired professional staff member's salary shall be determined by interpolation, that is, the salary shall give proportionate recognition to the recognized experience and educational qualifications. When interpolation is used to calculate a new professional staff member's salary, the calculations and salary will be shared with the Association.

3. Education Achievement

A teacher achieving eight (8) approved credit hours beyond a bachelor's degree during the term of this agreement shall receive an additional increase in salary of Five Hundred Dollars (\$500) (including TRS).

A teacher achieving sixteen (16) approved credit hours beyond a bachelor's degree during the term of this agreement shall receive an additional increase in salary of Seven Hundred Dollars (\$700) (including TRS).

A teacher achieving twenty-four (24) approved credit hours beyond a bachelor's degree during the term of this agreement shall receive an additional increase in salary of Nine Hundred (\$900) (including TRS).

A teacher achieving an approved master's degree during the term of this agreement shall receive an additional salary increase of Two-Thousand Five Hundred Dollars (\$2500) (including TRS).

A teacher achieving sixteen (16) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of One Thousand Seven Hundred Dollars (\$1700) (including TRS).

A teacher achieving thirty-two (32) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of One Thousand Seven Hundred Dollars (\$1700) (including TRS).

A teacher achieving forty-eight (48) approved credit hours beyond a master's degree during the term of this agreement shall receive an additional increase in salary of One Thousand Six Hundred Dollars (\$1600) (including TRS).

4. Salaries for full-time Speech/Language Pathologists, Licensed School Nurses, School Psychologists, and School Social Workers will be calculated using a multiplier of 1.03 in the 2021-22 school year; 1.05 for the 2022-23 school year; and 1.07 for the 2023-24 school year to reflect the additional course work and training required for these positions. The multiplier will be applied after the bargained increase for all teachers.

S. The Board of Education, upon mutual agreement with CEA, may offer a one-time signing bonus (not to exceed \$5000) for hard to fill positions. Criteria for the bonus include a candidate with less than five years of teaching service and that the position is difficult to fill due to shortages of qualified and acceptable candidates. The signing bonus will be paid in four increments on September 15 each year over the first four years of service: 20% of bonus after each of the first three years of acceptable service and 40% after the fourth year of proficient service. The employee must be employed in the Canton School District on September 15th of the fifth year to be paid.

For specialist positions (including school social worker, school psychologist, speech/language pathologist, and licensed school nurse), the Board of Education may increase the amount of the signing bonus in its sole discretion, not to exceed \$10,000. Said amounts shall be determined based upon hiring market conditions in the discretion of the Board.

The nature and amount of signing bonuses shall be documented in an incentive letter to the employee prior to the start of the school year and copies of the letters will be provided to the Association.

An employee who resigns within four (4) school years following the school year in which any incentive was received under this Section S shall repay to the Board the full amount of all such incentives received. Any amounts due the Board under this paragraph may be deducted by the Board from the employee's remaining pay, and if any balance remains unpaid thirty (30) days after written notice of said balance is provided, the employee shall pay the Board's reasonable attorney's fees, costs and expenses of litigation incurred by the Board in the collection of any balance due.

T. EXTRA-CURRICULAR SPONSORS, ADVISORS, DEPARTMENT CHAIRPERSONS

All percentages relate to the base salary (BS 0 years experience)

1. Chaperones and Other Duties

a. Bus Chaperones

(1) 55 miles or less (one way) - \$15.00

(2) Over 55 miles (one way) - \$20.00

b. Dance Chaperones

(1) IMS: \$20.00 per dance

(2) CHS: \$30.00 per dance

c. Weight Room - - \$10.00 - per hour

The weight room will be open a minimum of two (2) hours, four days each week.
The weight room will not be required to be open on weekends.

d. Detention Hall - 9% (for 5 day assignments) Hourly rate - \$23.62

e. Bus duty (a.m. & p.m.) - 6% per person

f. Freshman Academy Activity Chaperone - \$10.00 per hour

2. Department Chairperson

Any teacher required to perform services of Department Chairperson or Grade Leader or Team Leader shall be paid .54% per FTE teacher in the Department or on the grade level serviced.

Departments shall be annually determined by the Administration.

3. Sponsors and Advisors: Appendix B

The Board reserves the right to adjust the number of positions each year in the categories below, including a decrease to zero, dependent upon the need, the number of students involved, and at the sole discretion of the Board.

Category #1 Sponsors of Class and Clubs	# of positions	Percent of Base
9th Grade Sponsors	2	1%
10th Grade Sponsors	2	1%
Prom Advisor	2	3%

11th grade Sponsors	2	1%
12th grade sponsors	2	1%
Best Buddies/Club Unify CHS	1	1%
Best Buddies/Club Unify IMS	1	1%
Best Buddies/Club Unify Elementary	1	1%
Book Club HS	1	1%
Book Club IMS	1	1%
Craft Club	1	1%
Spanish Club	1	1%
French Club	1	1%
German Club	1	1%
Building Trades	1	1%
Science Club	1	1%
CATA	1	1%
Art Club	1	1%
Math Team	1	1%
Key Club	1	3.5%
Chess Club IMS	1	1%
Chess Club CHS	1	1%
Computer Tech Club IMS	1	1%
Media Team	1	3%
GSA	1	1%

CATEGORY#2 Advisors of Non-Club Organizations-Activities	# of positions	Percent of Base
Scholastic Bowl IMS	1	2%
Scholastic Bowl CHS	2	2%
National Honor Society	1	1.5%
Ingersoll Newspaper	1	2%
Student Council IMS	2	5%
Student Council CHS	2	5%
Dance Team	1	4%
Science Olympiad IMS	1	2%
Science Olympiad CHS	1	2%
Lego League Elem.	1	2%
Lego League IMS	1	2%
Lego League CHS	1	2%

CATEGORY#3 Speech and Dramatics	# of positions	Percent of Base
CHS Play	1	4%
Speech Team	1	6%
Assistant Speech	1	3%
Thespian Club	1	1%
Musical Director	1	4%
Musical Orchestra	1	1.5%
Musical Chorus	1	2%
IMS yearbook	1	4%
District Tech Sound/Lighting	1	5%

CATEGORY#4 Activities with Duties Inherent to the Teaching Assignment	# of positions	Percent of Base
Head Chorus IMS	1	2%
Madrigal	1	3%
Cantonian	1	3.5%
FFA/Summer AG	1	14-20%
Head Chorus CHS	1	5%
Head Band IMS	1	7%
Head Band CHS	1	9%
Driver Education (summer/before or after school behind the wheel)		.075% per hour
ICE	1	5%
CVE	1	5%
Elementary Music	1	.5%
Rtl Coaches (per elementary building)	1 per building	2%

CATEGORY#5 Industrial, Agricultural and Shop Maintenance	# of positions	Percent of Base
Machine Tech Lab	1	5.4%
Agriculture Shop	1	.7%
Automotive Shop	1	.7%
Building Trades	1	3.4%
General Shop	1	.7%
Wood Shop	1	1.75%
Welding Shop	1	.7%

4. Coaching Assignments: Appendix C

The Board reserves the right to adjust the number of positions each year in the categories below, including a decrease to zero, dependent upon the need, the number of students involved, and at the sole discretion of the Board.

CATEGORY #1 14% - 24% Capped at 20% without board approval	# of positions
Head Football	1
Head Boys Basketball	1
Head Girls Basketball	1
Head Volleyball	1
Head Baseball	1
Head Softball	1
Head Wrestling	1
Head Boys Track	1
Head Girls Track	1
Head Cross Country	1
Head Boys Soccer	1
Head Girls Soccer	1
Head Boys Golf	1
Head Girls Golf	1
Coaches new to a Category 1 position will generally be placed at the lower end of the pay range, but the administration may place new coaches anywhere within the range initially. Category 1 coaches will be capped at 20% unless approved by the board of education. Except for good cause, coaches in this Category 1 will receive a .5% increase in the range at the completion of each season.	

CATEGORY #2 12.3%	# of positions
Assistant Varsity Football	2
Sophomore Football	1
Boys Sophomore Basketball	1
Girls Sophomore Basketball	1
Assistant Varsity Boys Basketball	1
Assistant Varsity Girls Basketball	1

CATEGORY #3 9.8%	# of positions
JV Boys Soccer	1
JV Girls Soccer	1
Boys Assistant Varsity (9-10) baseball	2
Boys 9th Grade Basketball	1
Boys Assistant Varsity (9-10) Wrestling	1
Boys Assistant Varsity (9-10) Track	1
Girls Assistant Varsity (9-10) track	1
Boys 9th Football	2
Girls 9th Basketball	1
Girls (9-10) Softball	1
Girls Assist Varsity Volleyball	2
Assistant Sophomore Boys Basketball	1
Assistant Sophomore Girls Basketball	1
Assistant Varsity Softball	1

CATEGORY #4 7.8%	# of positions
Head IMS boys and girls Track	2
IMS Volleyball	2
IMS Basketball	2
Head IMS Wrestling	1

CATEGORY #5 6.6%	# of positions
IMS Baseball	1
IMS Softball	1
IMS Cross Country	1

CATEGORY #6 5.5%	# of positions
Assist IMS Wrestling	2
Assist. IMS Track	2
Assist IMS Cross Country	1
Assist Golf CHS	1
Assistant IMS Baseball	1
Assistant IMS Softball	1
Assistant CHS Cross Country	1

CATEGORY #7 2.5%	# of positions
Special Olympics	1

CATEGORY #8 8% per squad	# of positions
CHS Cheerleading Varsity Squad (2 seasons)	1
CHS Cheerleading JV Squad (2 seasons)	1

CATEGORY #9 2.5%	# of positions
IMS Cheerleading	1
Supervision – 2 squads	1

5. Experience Stipend

For all activities on Appendix B and C except Category 1 Coaches

0-5 year's experience - None additional

6. Percentage Range

	0-2.5%	2.6-5.0%	5.1-7.5%	7.6-10.0%	10.1-12.5%
6-10 years	\$50	\$100	\$150	\$200	\$250
11-15 years	\$100	\$150	\$200	\$250	\$300
16-20 years	\$150	\$200	\$250	\$300	\$350

U. Teachers who teach a dual credit class will be paid a stipend of \$250/semester for each teacher, regardless of the number of such dual credit classes instructed.

II. ESP

A. PAY RATES

Classification	2021-22	2022-23	2023-24
Bus Driver (hourly)	\$19.65	\$20.24	\$20.85
Bus Driver (runs/day)	\$37.53	\$38.66	\$39.82
Bus Monitor (hourly)	\$15.46	\$15.92	\$16.40
Bus Monitor (runs/day)	\$26.43	\$27.22	\$28.04
Cafeteria	\$19.00	\$19.57	\$20.16
Custodial after 1994	\$17.19	\$17.71	\$18.24
Custodial Maintenance	\$18.79	\$19.35	\$19.93
GAC	\$17.71	\$18.24	\$18.78
Maintenance	\$25.02	\$25.77	\$26.54
Mechanic	\$25.02	\$25.77	\$26.54
Principal Helper	\$19.34	\$19.92	\$20.52
Reading Aide 1	\$16.81	\$17.31	\$17.83
Reading Aide 2	\$14.52	\$14.96	\$15.41
Teacher Assistant	\$14.52	\$14.96	\$15.41
Tech Specialist	\$25.02	\$25.77	\$26.54
Nurse			
Paraprofessional 1	\$25,618.57	\$26,387.13	\$27,178.74
Paraprofessional 2	\$23,788.67	\$24,502.33	\$25,237.40
Parent Coordinator			
Asbestos Removal	\$25.02	\$25.77	\$26.54

1. Head Custodians/Maintenance will receive \$.15 above base pay rate.
2. All Cafeteria workers shall receive a free lunch daily.
3. All custodians and maintenance working second or third shift shall receive \$0.25 above his/her regular pay rate.
4. When a custodian or maintenance employee agrees to substitute for a supervisor they shall receive a daily stipend of \$15.
5. Asbestos removal supervisor shall receive a \$600 stipend per summer, in years when projects are conducted.

B. ADDITIONAL RUNS

1. All bus drivers shall receive \$12.86 in 2021-22 for additional run; \$13.43 in 2022-23 for additional runs and \$14.00 for additional runs in 2023-24.
2. Any runs between 12AM and 4AM shall be paid at the higher rate.

C. PAY RATES:

Secretary	2021-22	2022-23	2023-24
1-4 years	\$16.50	\$17.00	\$17.51
5 years	\$16.97	\$17.48	\$18.01
6-7 years	\$17.97	\$18.51	\$19.07
8-10 years	\$18.93	\$19.50	\$20.08
11-15 years	\$19.54	\$20.13	\$20.73
16-20 years	\$20.11	\$20.71	\$21.33
21+ years	\$20.65	\$21.27	\$21.91

Clerks	2021-22	2022-23	2023-24
1 year	\$14.89	\$15.34	\$15.80
2 years	\$15.30	\$15.75	\$16.23
3 years	\$15.72	\$16.19	\$16.68
4 years	\$16.13	\$16.61	\$17.11
5 years	\$16.60	\$17.10	\$17.61
6-10 years	\$18.07	\$18.61	\$19.17
11-15 years	\$18.82	\$19.38	\$19.96
16-20 years	\$19.33	\$19.91	\$20.51
21+ years	\$19.92	\$20.52	\$21.13

1. Each secretary and clerk will advance to the next year on the schedule at the start of each work year for his/her classification provided he/she worked at least 50% of the work days for his/her classification in the previous year.
2. Any secretary or clerk who has completed 22 years of employment in District No. 66 will receive the longevity of 15 and beyond per G of this section, in addition to the above rates.
3. Twelve (12) month secretaries shall have a 259 day year. (For Holidays, see Article XIII, Section II, C.) Beginning in the 2018-19 school year, newly hired 12 month secretaries will have an annual start date of September 1.
4. Full-time, nine and one half month clerks shall have a 194 day, 7 hours per day work year which shall include eight (8) holidays.

5. Ten month secretaries shall have a 209 day, 8 hours per day work year which includes eight (8) paid holidays.

D. PAY DATES

1. ESP employees will be paid on the 15th and the 30th day of the month. The second February installment will be paid on the last day of that month. If either of these days fall on a holiday or a weekend, it will be paid on the nearest preceding non-holiday weekday.
2. All pay will be directly and electronically deposited into a bank account designated by the ESP employee in the morning on pay day or the last work day prior thereto. The ESP employee shall be held harmless and made whole if the ESP employee is assessed fees, fines, penalties, or interest due to improper execution of his/her payroll transfer (interest earnings exempted) unless by Act of God.
3. Secretaries and clerks shall have their hourly rate of pay annualized including holidays, divided equally among 24 yearly payrolls. Deductions or overtime pay shall be based upon the ESP employee's hourly rate.
4. The District shall continue the current practice of not working 12-month secretaries or clerks during the Christmas and Spring recess.

E. IMRF SHELTER AND CONTRIBUTIONS

According to the authority granted by the Pension Reform Act of 1974, section 414(h)(2) of the Internal Revenue Code and Public Act 81-5136, Ill. Revised Stat. 1981, Chapter 108 1/2, P., 7-7173.2, the Board of education agrees to deduct from the ESP employees earnings four and one-half percent of each ESP employee's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each ESP employee 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.

F. SEVERANCE

Upon severance, district ESP employees who earn vacation shall receive a full day's pay (based upon their regular work day) for each unused vacation day.

G. LONGEVITY

All custodians, bus drivers, bus monitors, teacher assistants, parent coordinator, maintenance, mechanic, principal's helpers, custodial maintenance, cafeteria, reading aides, and paraprofessionals shall receive longevity pay in lump sum payment on the first pay in June of each year, for completion of that school year, in addition to the regular rates/salary as follows:

5-9 years of service	\$332.68
10-14 years of service	\$500.84
15th and beyond	\$667.78

Years employed must be “full-time” years, but may include time within any of the qualifying classifications. Part-time employees within the qualifying classifications will be paid longevity which is prorated based on the number of hours which they work.

H. CLASSIFICATION CHANGE

ESP employees changing to a higher paying classification shall be paid at the greater of their previous pay rate or the new rate until the probation period is completed.

I. Twelve month ESP employees will be allowed to work on snow days. ESP employees may use one of their personal days at the end of the school year in order to be compensated for snow days that are not made up.

**ARTICLE XV
EFFECT OF AGREEMENT**

A. SEPARABILITY

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause as the case may be, will be automatically deleted from this Agreement to the extent that is violated by law, but the remaining articles, sections, and clauses will remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

B. COMPLETE UNDERSTANDING

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto which may be altered, changed, added to, deleted from, or modified only through written, voluntary, and mutual consent of the parties in an amendment hereto.

C. EMPLOYER FUNCTIONS

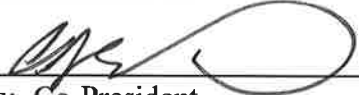
All rights and privileges such as employer functions, standards of service, overall budget, the organizational structure, selection of new employees, and direction of employees, not otherwise limited by this agreement shall be retained by the Board and shall be considered as inherent managerial.

**ARTICLE XVI
DURATION OF AGREEMENT**

This agreement will become effective as of July 1, 2021, through the day immediately preceding the start of the 2024-25 school year.

IN WITNESS THEREOF:

**CANTON EDUCATION
ASSOCIATION**

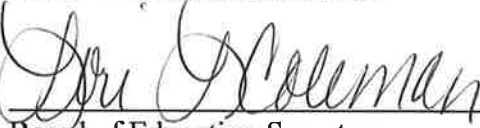

Its: Co-President


Its: Co-President

10/21/2021
Date

**BOARD OF EDUCATION OF CANTON
UNION SCHOOL DISTRICT NO.66**


Board of Education President


Board of Education Secretary

10/18/2021
Date

APPENDIX D

The following constitutes a complete list of the maintenance work which will be completed by outside vendors. No other work will be outsourced.

- a) Air handler maintenance
- b) Major plumbing (including rodding soils pipes)
- c) HVAC repairs
- d) Boiler maintenance and repair
- e) Electrical (high voltage & behind walls)
- f) Snow removal/treatment (parking lots)
- g) Asbestos abatement (containment jobs or as specified by law or IDPH guide)
- h) Roof repairs on district buildings
- i) Equipment repairs (floor scrubbers, etc.)
- j) Repair and maintenance of kitchen equipment
- k) Water fountain repair
- l) Replace windows
- m) Replace sidewalks

Memorandum of Understanding

Retirement Incentive for the 2021-22 School Year, The 2022-23 School Year, and the 2023-24 School Year

If there are no ERO/modified ERO costs to the Board, then any certified employee planning retirement under TRS and having at least ten (10) years of continuous service in Canton Union School District 66, shall receive a 6% retirement incentive to the certificated employee's salary (inclusive of all other increases) for each of the last two (2) or three (3) school years of service (based on prior year's creditable earnings) provided said employee submits a letter of resignation on or before August 1 of the first year in which he/she will receive the retirement incentive, but no less than two (2) school years prior to the effective date of the retirement. The letter of resignation must reference an intent to retire under this Early Retirement Incentive Policy and be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service.

In order to qualify for this incentive, certified employees must retire when they are "first eligible" for a non-discounted retirement annuity. A certified employee is "first eligible" at the first of the following to occur:

- (1) At the end of the school year in which the certified employee accumulates 35 years of creditable service (including applicable credit for sick leave, military services, or alternate pension systems); or
- (2) At the end of the school year in which the certified employee reaches age 60 and has 20 or more years of creditable service.

In order to avoid paying TRS for the actuarial value of any salary increase over 6% for those within three years of retirement eligibility, the Board may limit increases in creditable earnings to a maximum of 6% by restricting changes in creditable earnings.

A teacher may voluntarily resign from an extra duty assignment; however the teacher's compensation would be reduced accordingly. A teacher may be removed from a creditable earnings assignment by the Board only for cause. In such case, the compensation would be reduced accordingly. Elimination of a program would require a mutually agreeable alternative assignment.

A Board-approved leave of absence does not constitute a break in continuous service. If a retiring teacher encounters a verifiable major health problem that causes them to drop below the needed number of sick leave days towards retirement, he/she is entitled to withdraw his/her letter and re-submit when he/she regains eligibility for the incentive. If any teacher receives benefits under this policy and subsequently fails to retire as contemplated herein, such teacher shall be obligated to reimburse the district for the amount of the incentive less what the teacher would have received had the teacher not been eligible for the retirement incentive. Under such circumstances, the district is authorized to make deductions from subsequent paychecks in the maximum amount of 5% of the initial amount to be reimbursed per pay period.

In the event the Illinois Pension Code, regulations promulgated by TRS, or TRS interpretations are made, changed, or modified during the effective period of this Agreement and such interpretations or modifications have the effect of requiring employer or member contributions under this ERI, the parties shall engage in mid-term bargaining to amend this ERI in such a way that no employer or member costs shall be incurred.

Employees who have submitted retirement notifications pursuant to the Memorandum of Understanding entitled "Retirement Incentive for the 2018-19 School Year, the 2019-20 School Year and the 2020-21 School Year" before the ratification of this Memorandum and who will retire in 2022, 2023, or 2024 will receive a 6% increase for each year of his/her remaining years of service, except that such employees who would retire after four years of increased salary shall receive, for each such remaining year, only: (i) a 5% increase for those retiring at the end of the 2022-23 school year; or (ii) a 4% increase for those retiring at the end of the 2023-24 school year.

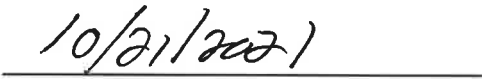
**CANTON EDUCATION
ASSOCIATION**



Its: Co-President



Its: Co-President



Date

**BOARD OF EDUCATION OF CANTON
UNION SCHOOL DISTRICT NO. 66**



Board of Education President



Board of Education Secretary



Date

Memorandum of Understanding

Instruction for Quarantined Students 2021-2022

The Board of Education of Canton Union School District No. 66, Fulton County, Illinois (the “Board of Education” or “District”) and the Canton Education Association IEA-NEA (the “Association”) previously entered into a collective bargaining agreement for July 1, 2018, through June 30, 2021 (the “Prior Agreement”) and have negotiated a collective bargaining agreement for July 1, 2021, and beyond (the “Successor Agreement”). In response to the March 9, 2020, Gubernatorial Disaster Proclamation, the related Executive Orders from Gov. J.B. Pritzker, and the continuing guidance on the return to in-person learning from the Illinois State Board of Education and the Illinois Department of Public Health, the Association and the Board (collectively “the Parties”) hereby agree to supplement the Prior Agreement and Successor Agreement as follows for the 2021-2022 school year:

1. ISBE Declaration.

- a. The Parties acknowledge that State Superintendent of Education, Dr. Carmen I. Ayala, issued the following declaration on July 9, 2021: “Beginning with the 2021-22 school year, all schools must resume fully in-person learning for all student attendance days, provided that, pursuant to 105 ILCS 5/10-30 and 105 ILCS 5/34-18.66, remote instruction be made available for students who have not received a COVID-19 vaccine or who are not eligible for a COVID-19 vaccine, only while they are under quarantine consistent with guidance or requirements from a local public health department or the Illinois Department of Public Health.”
- b. The Parties further acknowledge that ISBE guidance has previously stated that Remote Learning pursuant to the ongoing disaster proclamation must include a minimum of 5 hours of instruction, with 2.5 hours “strongly recommended to be synchronous.” The Parties agree that this memorandum is intended to comply with the current guidance, but revisions may be needed if such guidance changes.

2. Quarantined Learners. The Director of Student Learning or Director of Curriculum and Instruction will manage the implementation of Quarantined Learners plan. The Director of Student Learning or Director of Curriculum and Instruction will be the person in charge of the program used to manage the Quarantined Learners. He or she will be the point of contact for the parents, as well as the person who manages the overall program. Building principals will also have to be involved as different grade levels will need different services.

3. Lessons/Instruction at All Levels.


- a. Each teacher will provide content for students who are quarantined through the district's learning management program. This could include posted videos of the teacher, videos from other sources (i.e. Kahn Academy), the same class assignments as students who are in the classroom or modified assignments.
- b. Each morning (except Wednesday due to PLC), teachers will be available via email/phone for quarantined students from report time until classes begin to meet with students.
- c. Teachers will be available from 3:10-3:30 to assist quarantined students via Google Meet.

4. Evening Tutoring Program.

- a. Two teachers from each level, elementary school, middle school, and high school will be available from 3:30-5:30 on student attendance days to provide additional assistance for quarantined students. This will be paid at a rate of \$35 an hour. Staffing levels for the tutoring program can be adjusted by administration based the number of students on remote learning as need.
- b. If the district is unable to staff the Evening Tutoring Program due to a shortage of staff members or an excess number of quarantined students, then the district will meet with the CEA to develop a plan for compliance with attendance and daily learning requirements.

5. Remote Work During Isolation Periods. The Board shall provide up to a total of five (5) paid leave days for each bargaining unit member who is not able to work remotely and either (i) is ordered to quarantine or self-isolate at home by either the School District or the Fulton County Health Department; or (ii) must care for a household member who is positive for or quarantined due to COVID-19. Such paid leave days shall be applied automatically before the employee is required to use any accumulated paid leave under the Agreement and shall run concurrently with available FMLA leave, if any. District administration may request written confirmation from a primary care physician or local health department.

The Parties agree that this Memorandum is not precedential, does not provide grounds to open the remainder of the Prior Agreement or Successor Agreement for consideration of any other amendments or negotiations, and does not provide grounds to pay any other individual in a manner other than outlined above.




Canton Education Association



Canton Education Association

10/21/2021

Date



Board of Education President



Board of Education Secretary

10/18/2021

Date

Memorandum of Agreement

One-Time Bonus in Recognition of 2021-2022 Performance

The Board of Education of Canton Union School District No. 66, Fulton County, Illinois (the “Board of Education” or “District”) and the Canton Education Association IEA-NEA (the “Association”) previously entered into a collective bargaining agreement for July 1, 2021, through the start of the 2024-25 school year (the “Agreement”). The Parties hereby agree to supplement the Agreement as follows for the 2021-2022 school year:

1. In recognition of the District employees’ extraordinary performance during the 2021-2022 school year and their assistance in keeping the schools of the District safely operating for students during a challenging year in public education, the Board has elected to pay each regularly-employed employee a one-time bonus in the amount of Seven Hundred and Fifty Dollars (\$750.00) at the end of the spring 2022 semester.
2. Regarding this bonus, the Parties agree as follows:
 - a. The amount of the bonus stated above is calculated before any required withholding amounts, such as taxes or retirement contributions. Each licensed employee shall be responsible for their own member contributions due to Teachers’ Retirement System of the State of Illinois (“TRS”) and Teachers Health Insurance Security Fund (“THIS”), and each nonlicensed employee that participates in the Illinois Municipal Retirement Fund (“IMRF”) shall be responsible for their own member contributions due to IMRF, which the District shall withhold from the bonus amount and remit to the respective fund.
 - b. This bonus shall be paid to all regular employees, including administrators, bargaining unit members, part-time employees, and long-term substitutes, who were present and participating in instructional activities for the 2021-2022 school year and who remain employed on the date of Board approval of this memorandum, except as noted in Sections 3 and 4 below.
 - c. This bonus shall be paid in one lump sum to all recipients, subject to all required withholding. It will be paid as a separate payment in addition to current payrolls.
 - d. This bonus is a one-time payment that will expire at the end of the 2021-2022 school year and will not be repeated in the future. This bonus shall not be included in any employee’s base wages or salary for the 2021-2022 school year and will not be included in the calculation of their wage or salary increases in subsequent years.
3. Regarding licensed employees, the Parties further agree as follows:
 - a. For licensed employees who have previously submitted an irrevocable letter of intent to retire and who are currently receiving the 6% retirement incentive described in the Retirement Incentive Memorandum of Understanding attached

to the Agreement, this bonus shall not become due and payable until after the individual's receipt of their final regular paycheck or last day of work, whichever is later. The bonus amount shall be paid in a single lump sum at that time. The bonus amount may still be subject to required withholdings, such as taxes. The Parties acknowledge that this bonus amount will not be treated as creditable earnings by TRS.

- b. For individuals who submit an irrevocable letter of intent to retire and begin receiving the 6% retirement incentive described in the Retirement Incentive Memorandum of Understanding attached to the Agreement in the future, this bonus shall not be included in their base salary for the 2021-2022 school year or the calculation of their salary increases in subsequent years.
- c. In the event that any retiring licensed employee who is not described in Section 3(a) or 3(b) above would exceed the 6% limit on increases in creditable earnings due to receipt of this bonus, then this bonus shall not become due and payable until after the individual's receipt of their final regular paycheck or last day of work, whichever is later. The bonus amount shall be paid as described in Section 2(a) above.

4. Regarding nonlicensed employees, the Parties further agree as follows:

- a. If this bonus, or any portion thereof, shall trigger an IMRF "Accelerated Payment" obligation for the District regarding any individual employee, such amount shall not become due and payable to that employee until the month after the month following the employee's resignation date. The bonus amount shall be paid in a single lump sum at that time. The bonus amount may still be subject to required withholdings, such as taxes. The Parties acknowledge that this bonus amount will not be treated as reportable earnings by IMRF.

The Parties agree that this Memorandum is not precedential, does not provide grounds to open the remainder of the Agreement for consideration of any other amendments or negotiations, and does not provide grounds to pay any other individual in a manner other than outlined above.


Canton Education Association


Canton Education Association

4/29/22
Date


Board of Education President


Board of Education Secretary

5/16/22
Date

Memorandum of Agreement

Teacher Vacancy Grant 2023-2024

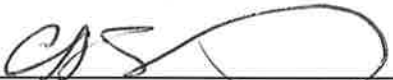
The Board of Education of Canton Union School District No. 66, Fulton County, Illinois (the "Board of Education" or "District") and the Canton Education Association IEA-NEA (the "Association") have entered into a collective bargaining agreement for July 1, 2021, through the start of the 2024-25 school year (the "Agreement"). The District has been awarded Teacher Vacancy Grant Pilot Program (the "Grant") by the Illinois State Board of Education for the 2023-24 school year. In order to make use of a portion of the Grant funds, and so long as Grant funds remain available, the Parties hereby agree to supplement the Agreement as follows for the 2023-24 school year:

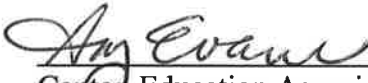
1. In addition to the signing bonus outlined in Article XIV, Section I, subsection S of the Agreement, the District, upon mutual agreement with the CEA, may pay to a qualified employee an additional one-time signing bonus of \$5,000 that would be paid out at the completion of the 2023-2024 school year. The additional bonus would be subject to all other terms and conditions described in Article XIV, Section I, subsection S.
2. Current non-licensed educational support personnel ("ESP") employees who are pursuing a degree that leads to teacher licensure may have 100% of tuition for undergraduate- or graduate-level courses completed during the term of this Memorandum reimbursed by the Board if they are willing to fill a hard-to-fill position upon submission of proof of successful (B or better) completion and actual payment to the institution. The tuition reimbursement would be subject to all other terms and conditions described in Article XIV, Section I, subsection M, including proof of successful (grade B or better) completion and the repayment obligation for voluntary departure within three years. These employees would also be eligible to receive the signing bonuses referenced in Article XIV, Section I, subsection S of the Agreement and Section 1 of this Memorandum.
3. In addition to graduate course tuition reimbursement outlined in Article IV, Section I, subsection M of the Agreement, all licensed staff who have received an Educator Licensure with Stipulations endorsed for Alternative Provisional Educator - ELS(APE) and are pursuing the Professional Educator License (PEL) via entitlement at an ISBE approved institution with an endorsement for a hard-to-fill position may be reimbursed by the Board 100% of tuition costs for courses completed during the term of this Memorandum. The tuition reimbursement would be subject to all other terms and conditions described in Article XIV, Section I, subsection M, including proof of successful (B or better) completion and the repayment obligation for voluntary departure within three years. These employees would also be eligible to receive the signing bonuses referenced in Article XIV, Section I, subsection S of the Agreement and Section 1 of this Memorandum.
4. Current licensed employees with a full Professional Educator License who complete a degree or coursework that leads to licensure or endorsement, during the term of this Memorandum, may have 100% of tuition reimbursed for undergraduate- or graduate-


level courses completed if they become endorsed in and are willing to fill a hard-to-fill position. The tuition reimbursement would be subject to all other terms and conditions described in Article XIV, Section I, subsection M, including proof of successful (B or better) completion and the repayment obligation for voluntary departure within three years.

5. The Board of Education may, upon mutual agreement with CEA, pay a portion of closing costs on the purchase of a house for a candidate for licensed employment who is hired to fill a hard-to-fill position. The candidate must live outside of the boundaries of the school district at the time of application, the house must be located within the boundaries of the school district, and the candidate must relocate their primary residence to that house within the first school year of employment. This benefit could be offered in addition to the signing bonuses outlined in Article XIV, Section I, subsection S of the Agreement and Section 1 of this Memorandum and would be subject to all other terms and conditions described in Article XIV, Section I, subsection S. These employees would also be eligible to receive the tuition reimbursement outlined in Article XIV, Section I, subsection M of the Agreement and this Memorandum.

The Parties agree that this Memorandum is not precedential, does not provide grounds to open the remainder of the Agreement for consideration of any other amendments or negotiations, and does not provide grounds to pay any other individual in a manner other than outlined above.

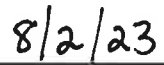

Canton Education Association


Canton Education Association


Date


Board of Education President


Board of Education Secretary


Date

Memorandum of Agreement

Addition of Teams and Activities for 2023-2024


The Board of Education of Canton Union School District No. 66, Fulton County, Illinois (the "Board of Education" or "District") and the Canton Education Association IEA-NEA (the "Association") have entered into a collective bargaining agreement for July 1, 2021, through the start of the 2024-25 school year (the "Agreement"). The District agrees to add or modify the following teams and activities to the 2021-2024 Agreement, as indicated at Article XIV, Section I, subsection T, for the 2023-2024 School year.

1. One position for Competitive Dance Team will be added to Part 4 Coaching Assignments, Category #2 at 12.3% of base;
2. One position for IMS FCCLA Club (Family, Career, and Community Leaders of America) will be added to Part 3 Sponsors and Advisors, Category #1 at 1% of base;
3. One position for IMS Art Club will be added to Part 3 Sponsors and Advisors, Category #1 at 1% of base;
4. One position for CHS History Club will be added to Part 3 Sponsors and Advisors, Category #1 at 1% of base; and
5. A change from 3.5% to 5% for Cantonian in Part 3 Sponsors and Advisors, Category #4.

The Parties agree that this Memorandum is not precedential, does not provide grounds to open the remainder of the Agreement for consideration of any other amendments or negotiations, and does not provide grounds to pay any other individual in a manner other than outlined above.


Canton Education Association


Board of Education President


Canton Education Association


Board of Education Secretary

9/21/23
Date

9/18/23
Date