

**SUBSTANTIVE AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF
SCHOOL DISTRICT #165**

and

**CARBONDALE
COMMUNITY HIGH SCHOOL
EDUCATION ASSOCIATION**

2021-2025

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ARTICLE I

Professional Qualifications and Assignments

1.1 Scope of Teaching

The Employer and the administration will assign teachers to teach within the limits of their Professional Educator License in accordance with the licensure guidelines established by the Illinois State Board of Education.

1.2 Extra-Duty

The Employer shall determine, prior to the end of the third quarter, those non-contractual extra-duty assignments that, to the best of their knowledge, will be available for the following school year. These assignments shall be described and publicized to the faculty by the posting of a written notice on a bulletin board in the main office of each attendance center at least seven (7) calendar days prior to the end of the third quarter. In addition to the written notice, extra-duty assignments may be posted electronically. If such vacancies occur after the end of the third quarter, notice of such vacancies shall be given to the Association President or designated officer at least seven (7) days prior to Employer action.

Faculty members desiring to apply for any such extra-duty assignments shall file written application for such assignment with the respective building principal prior to the end of the third quarter.

The Employer shall consider all applications in the selection of individuals for extra-duty assignments; however, the publication of the assignments and/or submission of applications shall in no manner preempt the exclusive right of the Employer to screen, select and employ individuals from the staff other than those submitting application whom they feel most qualified to fill the opening. If these positions cannot be filled from the current teaching staff, the Board may employ persons outside the staff to fill these positions. Extra-duty assignments shall not be obligatory but shall be with the consent of the teacher. Appointments shall be posted in each attendance center no less than five (5) days prior to the end of the second semester. Contracts for all filled extra-duty assignments shall be prepared for signature prior to the first pay day of the school year.

1.3 Summer School Positions

Positions in the summer school program shall be filled to the extent possible by regularly appointed teachers in the school district and in accordance with Section 1.1.

ARTICLE II

Association and Teacher Rights

2.1 School Calendar

After consultation with the Association President, the Employer shall adopt the school calendar prior to the last meeting in April. The calendar shall not exceed a term of 185 school days, shall contain no more than 176 student attendance days (which may include one full day parent/teacher conference day), four (4) institute days, and five (5) emergency days. If the five (5) emergency days are not used for emergency purposes, they shall not become employee work days.

2.2 Association Leave

In the event that the Association desires to send one or more delegates to a local, state or national conference, such delegate(s) shall be excused without loss of salary, providing the Association reimburses the district for the cost of the substitute(s). The total number of teacher-days utilized for this purpose shall not exceed twelve (12) during any school year. A written request for leave shall be submitted to the superintendent for his/her approval at least five (5) school days prior to the date of leave. No more than two teachers from one department may attend such a conference at any one time. The Association President shall be allowed to use any of the above days for Association meetings other than those specified above without loss of salary.

2.3 Personnel File Review

Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's written request, accompany the teacher in this review.

2.4 Personnel File Contents

Each teacher's personnel file shall contain the following minimum items of information:

- a. Required medical information.
- b. All teacher evaluation reports.
- c. Copies of annual contracts or notification of re-employment.
- d. Copies of supplemental duty contracts.
- e. An up-to-date transcript furnished by the teacher.
- f. Teaching certificate or current receipt furnished by the teacher.
- g. Any other information which could be used as a basis for discipline, re-employment, demotion, promotion, assignment, termination, transfer, or determining salary of a teacher.

2.5 Strike Prohibition

The Association agrees that under no circumstances will it or any of its members authorize or sanction any strike or work stoppage. Strike or work stoppage shall be deemed to include slow-downs, sit-ins, concerted mass sickness, or any curtailment of work or interference with the operations of the school district, including picketing or demonstrating of any kind during school hours. The Association further agrees that it will not engage in any sanctioned activities or other type of boycotts against the school district, the Employer, administration, or their immediate families.

In the event of any action in violation of this provision, the Association shall mail notices immediately to all teachers advising that such action is unlawful, in violation of this agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications and news media, if requested by the Employer, that such teachers are in violation of the agreement and that all teachers involved shall return forthwith to their regular duties. If the Association takes the foregoing steps and has not acted in violation of its obligations under the agreement, it shall not be liable in any way for such activities.

The Employer shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher or teachers violating this provision may be held liable by the Employer for any and all damages, injuries, and costs incurred. Prior to the taking of disciplinary or other action enumerated herein the Employer shall notify the Association of its intentions.

In the event the Association does not adhere to, or abide by the provision, it shall be liable for any and all damages, injuries, and costs incurred by the Employer. In addition, the Employer shall be entitled to injunctive relief for any violation hereof.

2.6 School Relations

The Employer, administration and Association shall not discriminate against either party for: 1) participation in negotiations or 2) the institution or disposition of any grievance of complaint.

ARTICLE III

Employer Rights

3.1 Scope of Contract

The Association recognizes that unless the full and exclusive control of School District #165 is specifically abridged by any provision of this Agreement or the Professional Negotiation Agreement, the Employer and/or superintendent has, whether exercised or

not, the sole right, responsibility and prerogative to direct the operation of the District in all its aspects.

3.2 Association Politics

Discussion concerning the CCHSEA and its business either by CCHSEA members or non-members is not appropriate subject matter for students. Such discussion should not take up instructional time or be initiated by teachers. Questions from the students concerning CCHSEA matters should be answered in a succinct and unbiased way. No provision in this section should in any way diminish the teacher's legal responsibility to teach about labor unions.

Lists of student-parent addresses are made available to teachers for purely academic and extra-curricular purposes only and may not be used for any other purposes.

ARTICLE IV

Teacher Protection

4.1 Parent-Student Complaints - Procedure

Any complaint deemed by the superintendent to justify investigation and/or subsequent action of any nature shall be brought, to the extent possible, to the immediate attention of the teacher involved. When deemed appropriate by the superintendent, teacher-parent or teacher-parent-administration conferences may be scheduled. No action, other than a temporary suspension, shall be taken by the Employer until a hearing with the Employer has taken place. The teacher may request the presence of an observer at such hearing.

4.2 Insurance and Liability

In accordance with this agreement and applicable provisions of the School Code, the Employer shall provide indemnification and protection for claims, suits, and liability against the teacher arising from his/her employment.

4.3 Assault Upon Teacher—Personal Injury

In the event that a teacher is injured as a result of an unprovoked assault upon the teacher while performing the duties of a teacher, he/she shall not suffer any loss of pay or accumulated sick leave for a period not to exceed forty-five (45) days. If the teacher is eligible to receive workmen's compensation benefits, the Employer shall pay the teacher's regular salary upon the submission of any workman's compensation checks. If the teacher is or will be absent for a period longer than forty-five (45) school days, he/she shall apply for temporary or permanent disability under the Illinois Teacher Retirement System. Following the conclusion of the forty-five (45) school day period, the teacher shall be eligible to use his/her unused sick leave prior to going on temporary or

permanent disability under the Illinois Teacher Retirement System. The Employer shall provide legal counsel to the teacher to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in handling the incident by law enforcement and judicial authorities.

ARTICLE V

Vacancies and Promotions

5.1 Publication

For informational purposes only, when the Employer determines that a job opening exists in a teaching, administrative, or supervisory position, such openings shall be described and publicized to the faculty by the posting of written notice on a bulletin board in the main office of each attendance center. In addition to the written notice, extra-duty assignments may be posted electronically. Consideration will be given to applications from the existing faculty for such positions.

This publication shall in no manner preempt the exclusive right of the Employer to screen, select, and employ individuals from any source inside or outside the District whom they feel most qualified to fill the opening.

However, such publication shall be made for at least fourteen (14) calendar days prior to any formal Employer action to fill the opening permanently. The fourteen (14) day publication time may be waived if the vacancy occurs during or within five (5) days of the start of the school year.

This publication is not intended to cover any changes in job titles or job descriptions.

ARTICLE VI

Teaching Hours and Assignments

6.1 Teacher Work Day

The teacher work day shall be 8:00 a.m. to 3:09 p.m., with the exception of a duty-free lunch period as required by Section 24.9 of the School Code. The Employer will pay \$15.00 per hour or \$660.00 per year for fifteen (15) minutes extra-duty before school, noon, and after school on a volunteer basis. The Association will assist in finding teachers who are willing to fill these duties. It is expected and required, however, that each teacher remain for whatever period of time is required after the close of the designated school day to attend to those matters of an academic or procedural nature which properly require attention at the time, including consultation with parents on a scheduled basis, and meetings with his/her department chairperson, and/or members of

the administrative staff.

6.2 Early or Late Start Classes

Teachers may be assigned an "early" or a "late" class in lieu of one of the assigned classes during the regular school day.

Positions for classes that start before or after the regular school day shall be filled to the extent possible by regularly appointed teachers in the district and in accordance with Article 1.1 of this contract. These classes are to be considered a part of a teacher's normal load. If an "early bird" or "late start" class is in addition to the teacher's normal load, he/she shall be compensated as per Article 6.8.

If a teacher receives an "early" assignment, that teacher's working day shall end at the conclusion of the fifth period; if a teacher receives a "late" assignment, that teacher's working day shall begin at the end of the first period, with the understanding that these teachers are responsible to attend any scheduled meetings. If a teacher is assigned two late periods, he/she must be released periods one and two unless another arrangement is mutually agreed upon.

If a teacher is assigned an "early bird" or "late start" class to be a part of his/her normal load, and extra period results, that period shall be duty-free time.

6.3 Work Day—Association Business

All Association business which is not specifically permitted within the scope of the normal teacher work day by the Procedural or Substantive Agreements shall be conducted after the work day ends as that term is defined in Section 6.1.

6.4 Teaching Load—Defined

During a six (6) period day, each full-time teacher shall have daily one (1) preparation period. Teachers with less than a full load shall receive no preparation period. Each department chairperson shall have an additional period free from classroom instruction. (All teachers shall utilize their preparation periods for the purpose of lesson and lecture preparation and student counseling within their curriculum area.) The normal teaching load shall not exceed five (5) teaching periods per day. A teaching period shall be defined as a period which requires both grading and supervision on the part of the teacher.

6.5 Night Meetings

All teachers shall be required to attend the following night meetings in addition to those scheduled for specific purposes by the administration and/or Employer: Open House, Parents' Open House Incoming Freshmen (all teachers who teach freshmen), Awards Night, National Honor Society, and Commencement. All teachers who teach vocational subjects shall attend regularly scheduled advisory committee meetings. Teachers who

must attend Parents' Open House Incoming Freshmen shall be exempt from either Awards Night or National Honor Society. All teachers who teach vocational subjects and attend regularly scheduled advisory committee meetings shall be exempt from Awards Night and/or National Honor Society depending on the number of advisory meetings required.

6.6 Lesson Plans

All teachers shall prepare daily and long-range plans consistent with the curriculum. Weekly lesson plans and class roll shall be available in the desk of each teacher's first scheduled class by the first teaching day of each week. These plans shall be comprehensive enough to enable a qualified substitute teacher to carry out instruction in that class. In those areas in which qualified substitutes are not available, suggested alternate activities in sufficient detail to conduct at least two class sessions will be made available in lieu of weekly lesson plans.

6.7 Internal Substitution

- A. Internal substitution shall be used only in case of an emergency.
- B. If there is a lack of a substitute teacher, a regular teacher shall have the right to refuse to accept a class or a portion of any class other than his/her own.
- C. If a teacher is to be gone from classes, other faculty members may be consulted as to the possibility of covering those classes up to a limit of three times. Beyond three times, special permission for extenuating circumstances shall be required of building principal or administrator directly responsible. In the event of such internal substitution, the absent teacher shall suffer no deduction in pay or sick leave credit. The absent teacher shall first obtain the approval of the principal. The substituting teacher shall receive no pay for such substitution.
- D. Sick days shall be deducted for non-teaching professional staff such as guidance counselors, librarians, nurse, etc., even though substitutes may not be required, except as indicated in "C" above with respect to limited occurrences of absences where internal substitution is arranged.

6.8 Additional Load Compensation

If a teacher shall teach more than the normal teaching load set forth in this agreement, he/she shall receive additional compensation at the rate of 1/6 of his/her annual salary exclusive of extra-duty pay for each period in excess of such norms. Acceptance of any extra teaching load by a teacher shall not be obligatory but shall be with the consent of the teacher.

6.9 Staff Meetings

The Association and the Employer recognize the need for having professional staff meetings.

- A. Faculty meetings shall be scheduled quarterly at the discretion of the administration and/or Board. Such meetings shall be held on a school day, outside the regular school hours.
- B. Departmental or curriculum meetings shall not exceed two (2) per month, per teacher, except under unusual circumstances, in which case additional meetings may be held. Such meetings generally shall be held after the normal teacher work day. The superintendent or his designee may schedule meetings for curriculum planning and textbook evaluation during all or part of the regular teacher work day.
- C. Attendance at the meetings provided for in the preceding sub-paragraphs is part of each teacher's expected work duties.
- D. Teachers shall cooperate in developing and implementing any in-service training or professional growth program for the district and their respective departments. Meetings held for district in-service or professional growth programs shall be held on in-service-training-schedule school days.

6.10 Departmental Meetings

Before each department meeting, the building principal shall be furnished with an agenda of the meeting and a summary thereafter annotated as to what was accomplished during the meeting.

6.11 Parent-Teacher Conferences

Teachers shall be responsible for scheduling and holding parent-teacher conferences as the need arises or when it appears that better understanding or more cooperative support from the home is required for the student's development in attitudes, appreciations, behavior and special abilities and/or success in an instructional program.

Teachers shall attend, when requested, parent conferences scheduled by the Pupil Personnel Services or the administrative staff, including group parent meetings. Notification of such conferences shall be given the teacher at least twenty-four (24) hours prior to the conference except in an emergency situation or unless parties mutually agree otherwise. The twenty-four (24) hour waiting period is not applicable to any teacher-initiated conferences (i.e., mid-terms, grade reports, telephone calls).

6.12 Home-Bound Students

Teachers shall prepare and submit assignments for home-bound students when requested.

Such assignments shall be extensive enough to require coverage of the work completed within the regular class to the extent possible, dependent upon the student's condition.

6.13 Short-Term Absences of Students

For excused absences, teachers shall be expected to provide short-term assignments for absent students when requested by the student or parent.

6.14 Required Submission of Data

Teachers shall be responsible for the prompt submission of data to the administrative staff (or their designees) within established time schedules, and following board policies, particularly those set forth in the Student Handbook as related to grades.

6.15 Teacher Responsibilities for Student Control

During the teacher's work day, teachers shall be responsible for the following:

- a. Requesting that students be punctual.
- b. Supervising students within the immediate vicinity of his/her classroom before and after school and during passing periods.
- c. Issuing a pass for any student leaving the classroom in accordance with established procedures.
- d. Making a brief note or telephone call explaining the reason for a student referral to the principal. This note must either accompany the student or be sent to the building principal immediately after the referral.

ARTICLE VII

Curriculum and Instruction

7.1 Teaching Materials

The Employer shall provide each teacher texts, reference books, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, periodicals, questionnaires, and other tools of the teaching profession as are requested and within budgetary capabilities for use in carrying out the educational program. The teachers shall seek and use textbooks and supplementary materials which reflect the role and contribution of minority groups to the historical, scientific and social development of the United States. It is expressly recognized that this paragraph shall apply to the individualized as well as group-oriented educational program.

7.2 Philosophy

The Employer recognizes that the teachers of a given subject or department are the most knowledgeable to select the appropriate textbooks, library materials and other instructional materials for their subject. Therefore, each department will select and request through established channels appropriate materials within its budget.

7.3 Curriculum Development

The Employer is legally responsible for maintaining a minimum program of instruction guaranteed by the state statutes.

The administrative staff and the instructional staff are directly responsible for maintaining the program of instruction in accordance with the provisions of the constitution of the state, the acts of the legislature, the rules and regulations of the Illinois State Board of Education and the policies and regulations of the Employer.

The department chairpersons and their respective staff members shall have the delegated authority to plan the organization and implementation of proposed new or revised curriculum improvements, and experimental educational programs within their department and to evaluate the existing curriculum. The department chairpersons shall be encouraged to establish and maintain two-way communication with education-related professions, lay persons and organizations in maintaining the quality and recency of content.

After planning by the instructional staff and approval by the administration, curriculum revisions shall be presented by the superintendent or his representatives to the Employer for further consideration, approval or rejection.

The administration and instructional staff shall regularly evaluate the educational program, with such evaluation to lead to recommendations for modification in content and in new courses.

ARTICLE VIII

Teacher Observation and Evaluation

8.1 Procedures

The procedures for teacher observations and evaluations shall be included as Appendix A.

ARTICLE IX

Student Teaching Program

9.1 The Role of the Cooperating Teacher

- A. The cooperating teacher shall have the right to refuse a student teacher if he/she does not wish to have one, and shall not be required to accept more than one full-time student teacher in a semester. (Semester here is defined as the period of time that coincides with the university or college's terms.)
- B. The cooperating teacher shall maintain the major instructional role in the classroom.
- C. No disciplinary action will be taken against a cooperating teacher who absents himself/herself from the room for brief periods of time while the student teacher is in charge of the class, provided the following stipulations are fulfilled:
 - 1. Prior permission of the department chairperson or building principal has been obtained.
 - 2. The cooperating teacher feels the student teacher is capable of handling the class.
 - 3. The cooperating teacher should remain readily available.

9.2 Termination of Student Teachers

The cooperating teacher shall have the right to request the termination of a student teacher assigned to him/her at any time when it is believed that the student teacher's continued service would have a deleterious effect upon the students or the school program.

9.3 Student Teacher Interns

Those departments who wish to do so may accept student teacher interns during the terms prior to their student teaching.

ARTICLE X

Reduction in Teachers

Reduction in Force shall be made in accordance with the provisions contained in the School Code.

ARTICLE XI

Teacher Termination

Teacher termination shall be made in accordance with the provisions contained in the School Code.

ARTICLE XII

Professional Dues Deduction and Professional Responsibility

12.1 Dues Deductions—Definition and Procedure

Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Employer an authorization for continuous dues deduction. The appropriate authorization forms shall be provided by the Association and shall be approved by the administration. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization in writing to the Association or the District Business Office, with a copy to the other party, between September 1 and September 15 of each year.

- A. The Vice President of the Association will annually notify the bookkeeper of any change in membership and/or changes in form or amount of dues to be withheld by August 30 of the new school year.
- B. Pursuant to such authorization, the Employer shall deduct one-twentieth of such dues from the regular salary check of the bargaining unit member each pay period for ten (10) months, beginning September 10 and ending June 25 of each year.
- C. In the case of a teacher employed after the start of the school year and who becomes an Association member, the combined annual membership dues will be prorated and deducted from the remaining monthly paychecks to complete payment by June 25.
- D. If an Association member resigns from the employment of the district prior to the end of the school year, the Employer shall deduct the unpaid prorate portion of the annual dues from the teacher's final paycheck.
- E. The Employer shall remit said deducted dues to the Association within ten (10) days of the regular payroll date.
- F. The Association shall indemnify and hold harmless the Employer from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with provisions of this section.

ARTICLE XIII

Staff Facilities and Equipment

13.1 Requisition Policy

Each instructional staff member shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term. Teachers new to the district shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.

Teacher requisitions must be submitted to their department chairpersons for approval and must be within planned and approved budget limitations. Department chairpersons shall be responsible for initially screening requisitions as to need and the availability of budgeted funds.

13.2 Typing, Duplicating and Secretarial Facilities

The Employer agrees to maintain current typing, duplicating facilities, and clerical personnel to aid teachers in the proper execution of their assigned duties, within budgetary limitations.

13.3 Physical Facilities

Each teacher shall be provided in each teaching station with a storage facility that can be locked. The teacher shall have access to his/her classroom desk and teaching material during his/her preparation time unless occupied by another class. The teacher shall be furnished a key to every classroom where he/she teaches if requested and shall be responsible for key and lock replacement if necessary.

13.4 Telephone Facilities

A. Insofar as possible, with existing equipment, telephone facilities shall be made available in each department for use by department members. Telephones in the teachers' lounges shall be maintained. Teachers shall be contacted immediately upon receipt of emergency telephone messages. The decision as to what constitutes an emergency will be made by the building principal.

B. Staff rooms equipped with telephones and lunch facilities shall be maintained. Mailboxes will be located in the faculty secretaries' office.

ARTICLE XIV

Student Discipline

14.1 Suspension and Expulsion Regulations

Procedures for suspension and expulsion of pupils from school shall be distributed to students and teachers at the beginning of each school year.

In no case shall a teacher be required to carry a student for attendance or grade purposes past fifteen (15) consecutive absences providing written notification is given by the teacher to the building principal and is not answered in three (3) days.

14.2 Discipline Procedures

Although the Employer recognizes that the teacher has the responsibility for the maintenance of discipline within his/her classroom, the Employer also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.

- A. A teacher may order a student from a class period to the principal's office, in accordance with 6.15D, when, in the opinion of the teacher, the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the student in the classroom intolerable.
- B. The building principal or his/her designee shall take appropriate action. Should his/her decision include the re-admittance of the student to class, the teacher shall be notified of the conditions under which re-admittance is granted.
- C. If the disobedience or misconduct continues or the conditions for re-admittance are not met by the student, said student may be excluded from the teacher's class, after consultation with principal and proper administrative personnel.
- D. When a teacher submits a disciplinary referral to the building principal, the building principal or his/her designee shall respond in writing to the teacher as to the final disposition of the case.

14.3 Special Needs—Procedure

The Employer shall continue to implement a program of identifying cases of students with chronic personality or psychological problems which endanger the success of the educational program, and of attempting correction of such problems to the full extent of available resources and competence. Whenever it is determined by the teacher and principal or his/her designee that a particular student requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Employer shall take steps to provide the appropriate attention needed by

such student.

14.4 Mutual Support

The Employer, administration, and teachers shall support each other in reference to student behavior requirements.

ARTICLE XV

Leave

15.1 Sick Leave

The Employer shall grant its full-time teachers sick days annually based on total years of service or position on the salary schedule, whichever is greater, as follows:

0-9 years of service:	15 days
10+ years of service:	16 days

If any such teacher does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of three hundred forty (340) days at full pay, including the leave of the current year. Sick leave shall be interpreted to mean personal illness, requiring hospitalization, or at home recovery, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The Employer may require a physician's written verification, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) days for illness, or as it may deem necessary in other cases.

Full-time teachers who do not utilize any sick leave during the school year shall receive two (2) additional "bonus" sick leave days as additions to their accumulated sick leave. Teachers utilizing one (1) or more, but less than five (5) sick leave days during the school year shall receive one (1) additional "bonus" sick leave day in addition to their accumulated sick leave.

"Bonus" sick leave days and all unused personal leave days shall not be included in the calculation of accumulated sick leave when determination of maximum allowable accumulated sick leave is made, but shall be in addition to such maximum accumulation.

For purposes of this section, "immediate family" shall include parents, spouses, brothers, sisters, children (or individuals in that relationship), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

The Employer shall maintain a complete accounting of each teacher's sick leave days and shall notify each teacher of the number of accumulated sick leave days he/she has by October 1.

15.2 Personal Leave

The Employer shall grant two (2) full days of personal leave at full pay during the school year which can be used for personal business. No reason for such leave need be given. During May or June, no more than three (3) teachers will be permitted to take a personal leave at any one time. At the discretion of the teacher, unused personal leave days at the end of the school year may be converted to accrued sick leave or they may be accumulated up to a maximum of five (5) personal leave days.

Teachers taking leave for personal reasons shall be expected to notify their principal in writing a minimum of forty-eight (48) hours in advance, except in cases of emergency. Teachers who plan to use more than two consecutive days of personal leave must notify the principal two weeks in advance, except in cases of emergency.

Personal leave on a day before or after a holiday will be allowed for a maximum of two teachers per holiday for any reason with application made through the building principal's office. This leave will be given on a first-come, first-served basis. A teacher can request a personal day on a day before or after a holiday no more than once every two (2) years. Personal leave will not be approved on county institute days.

In all cases, personal leave shall not be used during the first or last week of school. Requests for half-day personal leaves shall be allowed only for extenuating circumstances and only if an adequate substitute can be employed.

15.3 Parental Leave

A. A parental leave of absence without pay, except if qualified for sick leave, shall be granted to a full-time teacher for the purpose of childbearing or child rearing for a period not to exceed one (1) calendar year as follows:

1. A teacher who is pregnant shall be entitled to a leave upon written notification to the superintendent at least thirty (30) days prior to the requested date of the initiation of the leave. Such notification shall include a physician's statement certifying her pregnancy, the approximate date of delivery and approximate or intended date of return.

Active employment may be continued as late into her pregnancy as she desires provided she is able to properly perform her required functions.

All or any portion of a leave taken by a teacher because of a medical disability connected with or resulting from her pregnancy may, at the teacher's option, be charged to her available sick leave. To qualify for sick leave payments, the teacher shall notify the superintendent, in writing, of her desire to take such leave and include a physician's statement certifying that causal relationship between medical disability for which the leave was

requested and her pregnancy.

2. A teacher adopting a child shall be entitled to a leave to commence at any time during the first year after receiving custody upon written notification to the superintendent at least thirty (30) days prior to the requested date of the initiation of the leave. Such notification shall include a certified statement from the adoption agency detailing the terms of the adoption and the date on which the custody of the child or children were delivered.
- B. Return to active employment rights for a teacher who has been granted a parental leave of absence shall be as follows:

If a teacher notifies the superintendent, in writing, on or before April 1 of his/her desire to return to active employment following the termination of pregnancy or receipt of custody of the child, the teacher shall, to the extent possible, be reassigned to the same position held at the time the leave commenced. In the event the teacher has been on leave for ninety (90) school working days or more, regardless of the date of notification, the teacher may be placed on involuntary leave by the superintendent, without recourse, until the commencement of the next school year.

15.4 Leaves of Absence

- A. A leave of absence of up to one (1) year without pay may be granted to any teacher, upon application, for the purpose of participation in:
1. Exchange teaching programs in other states, territories, or countries
 2. Foreign or military teaching programs
 3. Work programs related to his/her professional responsibilities
 4. Cultural travel
 5. Unusual family responsibilities, e.g.,
 - a. prolonged illness
 - b. death of spouse
 - c. any other cause acceptable to the Employer
 6. To take other employment
 7. Other activities considered beneficial to the district by the Employer
- B. On or before February 1st in the year of the leave the teacher shall inform the district as to his/her intention to return to the district.
- C. The contractual continued service status of a teacher shall not be affected because of absence while on leave as provided herein.

15.5 Advanced Study

A leave of absence for the purpose of advanced study up to two (2) years may be granted, upon application, provided the teacher states his/her intention to return to the school system. A request for a second year leave of absence must be made on or before February 1st of the school year in which first year leave of absence is taken. On or before February 1st of the second year of the leave, if granted, the teacher shall inform the district as to his/her intention to return to the district. Contractual continued service status of a teacher shall not be affected because of absence while on leave as provided herein.

15.6 Jury Duty

The Board shall pay the regular salary of any teacher called to serve as a juror or subpoenaed as a witness by a court of competent jurisdiction if the teacher called or subpoenaed endorses over to the district per diem monies exclusive of any reimbursable expenses received as a result of the call of the subpoena. Immediately upon receiving notice of a call or subpoena, the teacher must notify his/her principal, in writing, indicating the date(s) of the absence and the expected date of return.

15.7 Professional Conferences

Any full-time teacher may be allowed to attend workshops, visitations, meetings, or conferences in his/her subject matter field. In each instance, the teacher shall submit a written application through established channels a minimum of two (2) weeks in advance of the workshop, visitation, meeting or conference. Such application shall detail the basis for the request, the benefit the teacher and the district will gain by such a leave and the estimated cost to be incurred. Exceptions to the notification time limit may be made with approval of the building principal and/or superintendent.

Except for cooperative teachers' workshops, there shall not be more than ten percent (10%) of the classroom teaching staff out of the district at any one time for attendance at such conferences.

15.8 Voluntary Sick Leave Bank

A voluntary sick leave bank shall be initially established by the donation of three (3) sick leave days each from eligible employees. A minimum of forty (40) participants is necessary for establishment and continuation of the sick leave bank.

Two (2) bargaining unit members appointed by the CCHSEA and one (1) administrator appointed by the superintendent will act as an Administrative Board in all matters that concern the policies and the administration of the sick leave bank. The bank shall be governed by the Administrative Board. Decisions must be unanimous, based upon the guidelines developed.

Should the bank be dissolved for any reason with days remaining in the bank, the days shall be returned to all currently participating employees on a prorated basis to be determined by the Administrative Board.

A person withdrawing from membership in the bank will not be able to withdraw the contributed days. Retirement or resignation will not entitle the member to withdraw contributed days.

The donation of a day(s) to the sick leave bank will not deprive a member of the additional sick leave days based on attendance records.

All sick leave days contributed to this sick leave bank by an eligible individual shall be deducted from the accrual of that individual.

Should any section or clause of this contract regarding the voluntary sick leave bank or the guidelines developed be declared illegal by legislation, a court of competent jurisdiction or a legal interpretation through the Internal Revenue Service, the Downstate Teachers' Retirement System or other applicable governmental agency, then any money due will be the responsibility of the individual employee receiving those benefits and not the responsibility of the Carbondale Community High School Board of Education or Carbondale Community High School District 165. In addition, the entire Voluntary Sick Leave Bank provision (15.8) would be invalid.

ARTICLE XVI

Fringe Benefits

16.1 Life Insurance

The Employer shall provide term life insurance in an amount equal to twenty thousand dollars (\$20,000) for each teacher. Teachers will be offered the option to purchase additional insurance above the Employer paid insurance. Additional insurance cost will be the responsibility of the teacher.

16.2 Accidental Death and Dismemberment

Accidental death and dismemberment insurance in an amount equal to one and one-half (1 1/2) times of the teacher's annual salary rounded to the nearest one thousand dollars (\$1,000) shall be provided for each teacher. The principal sum would be payable for loss of life due to accident or for loss of sight of both eyes or the loss of both hands or feet. One-half (1/2) of this sum shall be payable for the loss of one foot, one hand, or the sight of one eye.

16.3 Personal Property Insurance

The Employer shall provide a supplementary policy to cover personal property, excluding motor vehicles, cash or jewelry, and not to exceed five hundred dollars (\$500) for any one teacher while on school premises and subject to the other terms and provisions contained therein. The Association and any teacher covered hereunder shall have the right at all reasonable times to make appointments to examine the insurance policy. The Employer agrees to continue in force this or a similar insurance policy during the term of this Agreement, but the Employer shall have no further obligation to indemnify or hold harmless teachers for the loss of, or damage to, any of their personal property above the limits covered in the policy arising out of the course their employment.

16.4 Hospital, Surgical and Major Medical Insurance

The Employer shall provide hospital, surgical and major medical insurance during the term of this agreement for all teachers under the plan currently in effect and shall contribute up to the following dollar amounts toward the full premium costs of the optional plans available:

	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Single:	\$938	\$938	\$938	\$938
Family:	\$938	\$938	\$938	\$938

16.5 Vision and Dental Insurance

The Board agrees to provide vision and dental insurance coverage and agrees to contribute dollar amounts toward the premium as follows:

	<u>2021-2022</u>		<u>2022-2023</u>		<u>2023-2024</u>		<u>2024-2025</u>	
	<u>Visual</u>	<u>Dental</u>	<u>Visual</u>	<u>Dental</u>	<u>Visual</u>	<u>Dental</u>	<u>Visual</u>	<u>Dental</u>
Single:	\$5.07	\$15.05	\$5.07	\$15.05	\$5.07	\$15.05	\$5.07	\$15.05
Family:	\$5.12	\$21.72	\$5.12	\$21.72	\$5.12	\$21.72	\$5.12	\$21.72

16.6 New Teacher Coverage

Teachers new to the district will be covered by all Employer approved insurance no later than one (1) month after initial employment and proper completion of authorization forms.

16.7 Employer Paid Retirement—Hold Harmless

The Employer agrees to make contributions to the Illinois Downstate Teachers Retirement System as set forth in Appendix B. Should any court of competent

jurisdiction rule or the Internal Revenue Service or the Illinois Downstate Teachers Retirement System rule that said contribution by the Employer to the Retirement System, in lieu of employee contributions, are taxable, and/or prohibited, then any money due, including interest and penalties, shall be the responsibility of the individual employee and/or Carbondale Community High School Education Association and/or Illinois Education Association.

16.8 Addition to Salary

Further, should the Internal Revenue Service or any court of competent jurisdiction or the Illinois Downstate Retirement System rule that the contributions by the Board, in lieu of the employee contributions, to the Illinois Downstate Retirement System are taxable income, and/or prohibited, said contributions by the Employer shall immediately cease and the benefits will be applied to the salary schedule.

16.9 Teacher Health Insurance Security Fund Payment

The Board agrees to pay the one half of one percent teacher health insurance contribution (T.H.I.S.) on behalf of all active Carbondale Community High School District 165 TRS members.

ARTICLE XVII

Professional Compensation and Related Provisions

17.1 Full Experience Credit

Each teacher entering the district shall be awarded full credit for full time public teaching experience outside of the district. The Board, at the time of hire, may award full credit for up to five (5) additional years of full time private school teaching experience. The Superintendent, with concurrence of the Building Principal and Department Chairperson, may grant credit for up to three additional years for the position of School Nurse.

17.2 School Year—Salary Schedule

The Salary Schedule shall be set forth in Appendix B which is attached to and incorporated in this agreement. Such schedule shall be based on a 185-day school calendar as negotiated by the Employer and the Association.

17.3 Extra-Duty Schedule

The extra-duty schedule shall be as set forth in Appendix C. This schedule shall not preempt the right of the board to not fill any position contained therein during the term of this contract at its discretion.

17.4 Supplemental Jobs—Pay Periods

Supplemental pay shall be added to the teacher's salary and paid in the pay check each pay period.

17.5 Mileage

Teachers shall be paid at the IRS standard mileage rate for business use of an automobile for all approved mileage to perform their assigned duties.

17.6 Pay Days

Pay days will be the tenth (10th) and the twenty-fifth (25th) day of each month. If a regular pay date during the school year falls on a day when school is not in session, teachers shall receive pay on the last day school is in session prior to the regular pay day.

17.7 Pay Option

Each teacher will have an option annually to receive pay in twenty (20) equal payments or twenty-four (24) equal payments provided: (1) the teacher gives a written election to the district notifying the district that the teacher wants to be paid in 20 equal payments or 24 equal payments; (2) the election is made prior to the beginning of the first work day of each school year and; (3) the election shall be irrevocable and cannot be changed after the first work day of each school year. Failure to submit the required election notice to the district business office by the required date will result in the employee receiving 24 equal payments. Each teacher will have the option of receiving payments through electronic payroll deposit.

17.8 Salary Balance—Resignation

Upon receipt of a teacher's resignation by the superintendent, any balance in the contractual salary shall be paid on the next regular pay day following the close of school provided the resignation is received at least thirty (30) days prior that pay day.

17.9 Payroll Deduction—Additional

No additional payroll deduction(s) shall be authorized by a teacher, other than those required by law or by the terms of this Agreement, without the prior approval of the Employer. Any additional deductions that are Employer approved shall be authorized by written consent of the teacher on a form supplied by the District. The administration will provide an itemized accounting of monthly payroll deductions to each teacher with the first paycheck following ratification of the successor agreement by October 1.

17.10 Conflict of Interest

The teachers recognize that their primary responsibility, as professionals, is to their position as teachers and that, during the term of the Agreement, they shall not accept supplemental employment outside of their normal working hours which shall present a conflict of interest in accordance with the laws of the State of Illinois.

17.11 Paycheck Errors

In case of paycheck errors, corrections shall be made immediately after written notification and payment shall be made within one week of notification.

17.12 Criteria for Education Credits on Salary Schedule

Credit, determined by the following criteria, will be given only for courses completed after the date on which the **bachelor's degree** was awarded.

- Credits for course work in a university approved program leading to a **master's degree** will be honored.
- Credits for graduate level courses (400 or 500 level) or 300 level, if they are required prerequisite courses, will be honored.

Credit, determined by the following criteria, will be given only for graduate level courses completed after the date on which the **master's degree** was awarded.

- Credits for course work in a university approved program leading to a **doctor's degree** or a **specialist's degree** will be honored.
- In cases where a faculty member has enrolled in a doctoral program that does not include a master's degree program, that teacher shall receive educational credit on the salary schedule when:

1. Written notification of enrollment in such a program has been given to the Superintendent.
2. A university representative has verified in writing that the hours taken are commensurate with a master's degree.

Teachers planning to take courses outside their areas of expertise or professional responsibility, which are questionable in terms of salary schedule advancement, must discuss applicability with the Superintendent prior to enrolling in such courses.

17.13 Summer School Teaching

Summer school teaching shall be paid at the following per hour rate: **\$33**

One-credit summer school courses are required to meet a total of 160 instructional hours; one-half credit summer school courses are required to meet a total of 80 instructional hours. If less than one-half credit courses are offered, pay will be prorated accordingly. Acceptance of any summer school teaching assignment shall not be obligatory. Teachers shall make written application for summer school teaching.

ARTICLE XVIII

Retirement Benefit

18.1 Eligibility

A certified Teacher will be eligible for the retirement benefit under Section 18.3 if he/she: (1) has reached at least the age of 60 at the time of the employee's retirement or (2) has a total of at least 35 years of creditable service in TRS at the time of the employee's retirement and, has at least 10 years of service with the district at the time of the employee's retirement.

The eligibility criteria must continue to be satisfied and the teacher must continue working for the District until the retirement date specified under Section 18.2 for any benefits under Section 18.3 to be due and payable to the teacher. Therefore, any certified teacher electing to retire under this Article who: (a) subsequently becomes ineligible for the retirement benefit due to insufficient years of TRS creditable service (less than 35 years); or (b) terminates employment with the District prior to the retirement date specified under Section 18.2 shall forfeit any future payments and contributions for retiree health insurance under this Article.

An employee retiring under the TRS Early Retirement Option (ERO) shall not be eligible for the retirement benefits under this Article.

18.2 Notification

A retiring teacher, in order to be eligible for a retirement benefit, must submit a written irrevocable letter of retirement, including a copy of the employee's TRS Benefit Estimate verifying the total service credit, to the Superintendent by April 1 of the school year preceding retirement or by April 1 of the school year two years preceding retirement or by April 1 of the school year three years preceding retirement, specifying the date of retirement.

18.3 Retirement Benefit

A teacher meeting the requirements of Section 18.1 and Section 18.2 will receive a retirement benefit of twelve thousand five hundred dollars (\$12,500). Said retirement benefit will be paid to the teacher for up to three (3) years prior to retirement according to the following: for each school year following the notice of retirement and the date of retirement, the employee shall receive that portion of the retirement benefit necessary to result in creditable earnings being 106% of the previous year's creditable earnings. The required portion of the retirement benefit will be paid as a bonus with the final paycheck of each school year if the teacher continues to satisfy the eligibility criteria of Section 18.1 at that time. In no case shall the employee's TRS creditable earnings in any year exceed more than 106% of the amount earned the previous year. Any portion of the retirement benefit so utilized shall be deducted from the \$12,500 retirement benefit, with any balance remaining in the retirement benefit paid to the employee after retirement, within the period July 1 through August 1. Such after retirement payment shall not be considered TRS creditable earnings.

In addition, a teacher who meets the requirements of Section 18.1 and Section 18.2 and enrolls in a medical insurance plan will be entitled to a monthly Board contribution towards the cost of single health insurance coverage in that plan in the amount of \$286.

The Board's obligation to the retiree for any insurance contribution under this Section 18.3 shall cease when the retiree reaches age 65.

18.4 Duration

These provisions may be bargained at the discretion of the parties in a successor agreement; however, any eligible employee offering a written irrevocable letter of retirement by April 1, 2025 and setting a retirement date effective no later than June 30, 2028 will receive the \$12,500 retirement benefit, as well as the right to receive Board contributions for retiree health insurance until age 65, as outlined herein, after the expiration date of the Agreement regardless of the inclusion of these provisions in successor agreements.

Either party may request to reopen consideration of this Article following any legislative changes or rule changes that affect this Article, or which alter TRS rules concerning penalties, for the purpose of making appropriate revisions.


ARTICLE XIX

Duration and Acceptance of Agreement

- A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties thereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement according to rules of the IELRB as amended.
- B. 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, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or clause.
- C. If the Illinois Pension Code, P.A. 94-0004 or other applicable law, subjects the Board to penalties and/or additional costs as a result of an increase in salary, benefits, stipends and/or other TRS creditable earnings provided for in this Agreement or otherwise received by the teacher from the Board, then such increase shall be reduced to the maximum amount payable without such penalties or other additional costs. In such event, the Board and the CCHSEA shall also meet to discuss alternatives so as to attempt to retain as much of the intended benefit at not more than the Board's anticipated costs.
- D. This Agreement shall become effective at the start of school in 2021 and shall continue in full force and effect until the start of school in 2025. (This agreement amends and supersedes the Substantive Agreement between the Board of Education and CCHSEA dated April 20, 2017. Summer school pay rates will begin June 1, 2021.)
- E. This Agreement is signed this 18th day of March, 2021.

In witness whereof:

For the Carbondale Community
High School Education Association



President

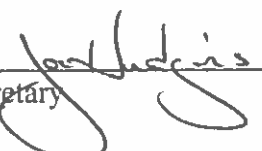


Secretary

For the Board of Education of
School District #165



President



Secretary

APPENDIX A

Teacher Observation and Evaluation

I. Procedures

- a. Non-tenured teachers shall be observed a minimum of four (4) times per year by a member of the administrative staff and/or designee, who shall be selected by mutual agreement between the administration and respective department chairpersons, and/or the department chairperson. The administrative staff member has the responsibility for formal evaluation, utilizing input from the appropriate department chairpersons.
- b. Part-time and temporary teachers may be evaluated using the same procedure as non-tenured teachers, but shall be categorized and grouped for purposes of Reduction in Force in accordance with the provisions contained in the School Code.
- c. In preceding categories, the evaluator/observer shall meet with the teacher to discuss the evaluation, and every effort shall be made to hold such discussion within four (4) school days following his/her evaluation.
- d. In preceding categories, the instrument used for evaluation/observation shall be the instrument currently being used with the necessary revisions to meet state requirements or otherwise shall be mutually selected and/or designed and approved by the administration and department chairpersons prior to approval by the employer.
- e. The following procedural plan shall be used for tenure teacher observation and evaluation. The plan will involve every tenured teacher in an intensive evaluation plan a minimum of once every two years. A teacher may request additional evaluations.

Implementation of the evaluation program is based on performance objectives and consists of the following:

II. Conferences

a. Scheduled Conferences

(1) Pre-Observation Conference

The purpose of the pre-observation conference is to become better acquainted, discuss responsibilities and determine specific objectives that the staff members would like to work toward during the year. The department chairperson is to be involved in the conference.

The conference will be summarized briefly on an "Instructional Effectiveness Plan" form and be signed by the teacher, department chairperson and evaluator. The teacher will be provided a copy.

(2) Post-Observation Conference

The purpose of the post-observation conference will be to discuss what progress has been made toward the objectives established at the pre-observation conference and to take an inventory of the teacher's work after at least one observation has been made. This includes completion of a self-assessment form. The department chairperson is to be involved in the conference.

b. Non-Scheduled Conferences

During the course of the year there may be times when the evaluator or teacher will feel the need for a conference. Neither party should feel any reluctance to request a conference.

III. Observation

Observations are designed to provide the evaluator/observer with information about the instructional program and objectives of the teacher. This information will be used to assist the teacher in improving his/her program.

a. Scheduled Classroom Observations

There must be a minimum of two scheduled observations for the tenured teacher being evaluated in a given year. The department chairperson will be required to do at least one scheduled observation.

A copy of all observation summaries should be provided for a discussion with the certified employee as soon as possible.

b. Unscheduled Classroom Observations

During the year the evaluator and/or department chairperson will make casual observations. These follow no pattern, have no purpose other than keeping him or her informed about what is transpiring in the different classes.

IV. Documentation

All information dealing with a teacher's evaluation will be shared with that teacher within fifteen (15) work days.

The teacher has the opportunity to submit any additional documentation for his/her personnel file.

The evaluator will keep a folder on each teacher in which copies of correspondence and observation and conference summaries are kept. This information is for the evaluator's benefit and is shared only with the teacher concerned unless the teacher is notified otherwise by the evaluator.

The superintendent's office, each spring, will request the evaluator to report on the district evaluation form a summary of the performance of each tenured teacher evaluated for that

year. The summary will be shared with the teacher and be signed by the evaluator, department chairperson and teacher.

V. Department Chairpersons

Department chairpersons will be evaluated and/or observed by two administrators.

APPENDIX B
CARBONDALE COMMUNITY HIGH SCHOOL
2021-2022
SALARY SCHEDULE

	BA/BS BPR GROSS	BA/BS+12 BPR GROSS	BA/BS+24 BPR GROSS	MA/MS BPR GROSS	MA/MS+12 BPR GROSS	MA/MS+24 BPR GROSS
0	44357	46066	47773	49482	51190	52899
0.5	45177	46886	48594	50303	52010	53719
1	45997	47706	49414	51123	52831	54540
1.5	46817	48526	50234	51943	53651	55360
2	47639	49346	51055	52763	54472	56180
2.5	48459	50167	51876	53583	55292	57000
3	49279	50987	52696	54404	56113	57820
3.5	50099	51807	53516	55224	56933	58641
4	50919	52627	54336	56045	57753	59461
4.5	51740	53448	55156	56865	58573	60282
5	52560	54269	55977	57686	59393	61102
5.5	53380	55089	56797	58506	60214	61923
6	54200	55909	57617	59326	61034	62743
6.5	55021	56730	58437	60146	61854	63563
7	55841	57550	59258	60967	62674	64383
7.5	56662	58370	60079	61787	63496	65204
8	57482	59190	60899	62607	64316	66024
8.5	58303	60010	61719	63427	65136	66844
9	59123	60831	62540	64247	65956	67664
9.5	59943	61651	63360	65068	66777	68484
10	60763	62472	64180	65889	67597	69306
10.5	61583	63292	65000	66709	68417	70126
11	62404	64113	65820	67529	69237	70946
11.5	62404	64933	66641	68350	70057	71766
12	62404	65753	67461	69170	70879	72587
12.5	62404	66573	68282	69990	71699	73407
13	62404	67393	69102	70810	72519	74227
13.5	62404	67393	69923	71630	73339	75047
14	62404	67393	70743	72451	74160	75867
14.5	62404	67393	71563	73271	74980	76688
15	62404	67393	72383	74091	75800	77509
15.5	62404	67393	72383	74912	76620	78329
16	62404	67393	72383	75733	77440	79149
16.5	62404	67393	72383	76553	78261	79970
17	62404	67393	72383	77373	79081	80790
17.5	62404	67393	72383	77373	79901	81610
18	62404	67393	72383	77373	80722	82430
18.5	62404	67393	72383	77373	81543	83251
19	62404	67393	72383	77373	82363	84071
19.5	62404	67393	72383	77373	82363	84891
20	62404	67393	72383	77373	82363	85711
20.5	62404	67393	72383	77373	82363	86532
21	62404	67393	72383	77373	82363	87353
21.5	63224	68214	73203	78193	83183	88173
22	64044	69034	74024	79014	84003	88993

Any teacher who receives a Ph.D., EdD., or National Board Certification shall receive an additional \$1500 annually for each one, which includes TRS. The Board will contribute a portion of each teacher's compensation to the Illinois Teacher's Retirement System. The amount contributed will be as required by section 16-152 of the Illinois Pension Code (40 ILCS 5/16-152). The individual teacher will have no right or claim to these funds except as they become available upon retirement or resignation from the Teachers' Retirement System. Contributions paid directly by the Board to the Teachers' Retirement System, under these provisions, will not be included as income on the individual teacher's W-2 form for federal and state income tax purposes pursuant to Section 414(b) of the Internal Revenue Service.

APPENDIX B
CARBONDALE COMMUNITY HIGH SCHOOL
2022-2023
SALARY SCHEDULE

	BA/BS BPR GROSS	BA/BS+12 BPR GROSS	BA/BS+24 BPR GROSS	MA/MS BPR GROSS	MA/MS+12 BPR GROSS	MA/MS+24 BPR GROSS
0	44925	46656	48386	50117	51846	53577
0.5	45756	47487	49217	50947	52677	54408
1	46587	48317	50047	51778	53508	55239
1.5	47417	49148	50878	52609	54339	56069
2	48249	49979	51710	53440	55170	56900
2.5	49080	50810	52540	54270	56001	57731
3	49911	51640	53371	55101	56832	58562
3.5	50741	52471	54202	55932	57663	59392
4	51572	53302	55033	56764	58493	60223
4.5	52403	54133	55863	57594	59324	61055
5	53234	54964	56694	58425	60155	61886
5.5	54064	55795	57525	59256	60986	62716
6	54895	56626	58356	60086	61816	63547
6.5	55726	57457	59186	60917	62647	64378
7	56557	58287	60017	61748	63478	65209
7.5	57388	59118	60849	62579	64309	66039
8	58219	59949	61680	63409	65140	66870
8.5	59050	60780	62510	64240	65971	67701
9	59881	61610	63341	65071	66802	68531
9.5	60711	62441	64172	65902	67632	69362
10	61542	63273	65003	66733	68463	70194
10.5	62373	64104	65833	67564	69294	71025
11	63204	64934	66664	68395	70125	71855
11.5	63204	65765	67495	69226	70955	72686
12	63204	66596	68326	70056	71787	73517
12.5	63204	67427	69157	70887	72618	74348
13	63204	68257	69988	71718	73449	75178
13.5	63204	68257	70819	72549	74279	76009
14	63204	68257	71650	73379	75110	76840
14.5	63204	68257	72480	74210	75941	77671
15	63204	68257	73311	75041	76772	78502
15.5	63204	68257	73311	75873	77602	79333
16	63204	68257	73311	76703	78433	80164
16.5	63204	68257	73311	77534	79264	80995
17	63204	68257	73311	78365	80095	81825
17.5	63204	68257	73311	78365	80925	82656
18	63204	68257	73311	78365	81757	83487
18.5	63204	68257	73311	78365	82588	84318
19	63204	68257	73311	78365	83419	85148
19.5	63204	68257	73311	78365	83419	85979
20	63204	68257	73311	78365	83419	86810
20.5	63204	68257	73311	78365	83419	87642
21	63204	68257	73311	78365	83419	88472
21.5	64034	69088	74142	79196	84249	89303
22	64865	69919	74973	80026	85080	90134

Any teacher who receives a Ph.D., EdD., or National Board Certification shall receive an additional \$1500 annually for each one, which includes TRS. The Board will contribute a portion of each teacher's compensation to the Illinois Teacher's Retirement System. The amount contributed will be as required by section 16-152 of the Illinois Pension Code (40 ILCS 5/16-152). The individual teacher will have no right or claim to these funds except as they become available upon retirement or resignation from the Teachers' Retirement System. Contributions paid directly by the Board to the Teachers' Retirement System, under these provisions, will not be included as income on the individual teacher's W-2 form for federal and state income tax purposes pursuant to Section 414(b) of the Internal Revenue Service.

APPENDIX B
CARBONDALE COMMUNITY HIGH SCHOOL
2023-2024
SALARY SCHEDULE

	BA/BS BPR GROSS	BA/BS+12 BPR GROSS	BA/BS+24 BPR GROSS	MA/MS BPR GROSS	MA/MS+12 BPR GROSS	MA/MS+24 BPR GROSS
0	45586	47342	49098	50854	52609	54365
0.5	46429	48185	49941	51697	53452	55208
1	47272	49028	50784	52540	54295	56051
1.5	48115	49871	51627	53383	55138	56894
2	48959	50714	52471	54226	55982	57737
2.5	49802	51557	53314	55069	56825	58580
3	50645	52400	54157	55912	57668	59423
3.5	51488	53243	54999	56755	58511	60266
4	52331	54086	55842	57599	59354	61109
4.5	53174	54929	56685	58442	60197	61953
5	54017	55773	57528	59285	61040	62796
5.5	54860	56616	58371	60128	61883	63639
6	55703	57459	59214	60971	62726	64482
6.5	56546	58302	60057	61814	63569	65325
7	57389	59145	60900	62656	64412	66168
7.5	58233	59988	61744	63499	65256	67011
8	59076	60831	62587	64342	66099	67854
8.5	59919	61674	63430	65185	66942	68697
9	60762	62517	64273	66028	67785	69540
9.5	61605	63360	65116	66871	68628	70383
10	62448	64204	65959	67715	69471	71227
10.5	63291	65047	66802	68558	70313	72070
11	64133	65890	67645	69401	71156	72913
11.5	64133	66733	68488	70244	71999	73756
12	64133	67576	69331	71087	72843	74599
12.5	64133	68419	70175	71930	73686	75442
13	64133	69262	71018	72773	74529	76285
13.5	64133	69262	71861	73616	75372	77128
14	64133	69262	72704	74459	76215	77970
14.5	64133	69262	73547	75302	77058	78813
15	64133	69262	74390	76145	77901	79657
15.5	64133	69262	74390	76989	78744	80500
16	64133	69262	74390	77832	79587	81343
16.5	64133	69262	74390	78675	80430	82186
17	64133	69262	74390	79518	81273	83029
17.5	64133	69262	74390	79518	82116	83872
18	64133	69262	74390	79518	82960	84715
18.5	64133	69262	74390	79518	83803	85558
19	64133	69262	74390	79518	84646	86401
19.5	64133	69262	74390	79518	84646	87244
20	64133	69262	74390	79518	84646	88087
20.5	64133	69262	74390	79518	84646	88931
21	64133	69262	74390	79518	84646	89774
21.5	64976	70105	75233	80361	85489	90617
22	65819	70948	76076	81204	86332	91460

Any teacher who receives a Ph.D., EdD., or National Board Certification shall receive an additional \$1500 annually for each one, which includes TRS. The Board will contribute a portion of each teacher's compensation to the Illinois Teacher's Retirement System. The amount contributed will be as required by section 16-152 of the Illinois Pension Code (40 ILCS 5/16-152). The individual teacher will have no right or claim to these funds except as they become available upon retirement or resignation from the Teachers' Retirement System. Contributions paid directly by the Board to the Teachers' Retirement System, under these provisions, will not be included as income on the individual teacher's W-2 form for federal and state income tax purposes pursuant to Section 414(b) of the Internal Revenue Service.

APPENDIX B
CARBONDALE COMMUNITY HIGH SCHOOL
2024-2025
SALARY SCHEDULE

	BA/BS BPR GROSS	BA/BS+12 BPR GROSS	BA/BS+24 BPR GROSS	MA/MS BPR GROSS	MA/MS+12 BPR GROSS	MA/MS+24 BPR GROSS
0	46297	48081	49863	51647	53429	55213
0.5	47153	48937	50719	52503	54285	56069
1	48009	49793	51575	53359	55142	56925
1.5	48865	50649	52431	54215	55998	57781
2	49722	51505	53289	55071	56855	58637
2.5	50578	52361	54145	55927	57711	59494
3	51435	53217	55001	56783	58567	60350
3.5	52291	54073	55857	57640	59423	61206
4	53147	54929	56713	58497	60279	62062
4.5	54003	55785	57569	59353	61135	62919
5	54859	56643	58425	60209	61991	63775
5.5	55715	57499	59281	61065	62848	64631
6	56571	58355	60137	61921	63704	65487
6.5	57427	59211	60994	62777	64560	66343
7	58283	60067	61850	63633	65416	67200
7.5	59141	60923	62707	64489	66273	68056
8	59997	61779	63563	65346	67129	68912
8.5	60853	62635	64419	66202	67985	69768
9	61709	63491	65275	67058	68841	70624
9.5	62565	64348	66131	67914	69697	71480
10	63421	65205	66987	68771	70554	72337
10.5	64277	66061	67843	69627	71410	73193
11	65133	66917	68700	70483	72266	74049
11.5	65133	67773	69556	71339	73122	74906
12	65133	68629	70412	72195	73979	75762
12.5	65133	69485	71269	73052	74835	76618
13	65133	70341	72125	73908	75691	77474
13.5	65133	70341	72981	74764	76547	78330
14	65133	70341	73837	75620	77403	79186
14.5	65133	70341	74693	76476	78260	80042
15	65133	70341	75549	77332	79116	80899
15.5	65133	70341	75549	78189	79972	81755
16	65133	70341	75549	79045	80828	82612
16.5	65133	70341	75549	79901	81684	83468
17	65133	70341	75549	80757	82540	84324
17.5	65133	70341	75549	80757	83396	85180
18	65133	70341	75549	80757	84253	86036
18.5	65133	70341	75549	80757	85109	86892
19	65133	70341	75549	80757	85966	87748
19.5	65133	70341	75549	80757	85966	88604
20	65133	70341	75549	80757	85966	89460
20.5	65133	70341	75549	80757	85966	90318
21	65133	70341	75549	80757	85966	91174
21.5	65989	71197	76406	81614	86822	92030
22	66846	72054	77262	82470	87678	92886

Any teacher who receives a Ph.D., EdD., or National Board Certification shall receive an additional \$1500 annually for each one, which includes TRS. The Board will contribute a portion of each teacher's compensation to the Illinois Teacher's Retirement System. The amount contributed will be as required by section 16-152 of the Illinois Pension Code (40 ILCS 5/16-152). The individual teacher will have no right or claim to these funds except as they become available upon retirement or resignation from the Teachers' Retirement System. Contributions paid directly by the Board to the Teachers' Retirement System, under these provisions, will not be included as income on the individual teacher's W-2 form for federal and state income tax purposes pursuant to Section 414(b) of the Internal Revenue Service.

EXTRA DUTY SCHEDULE FOR 2022-2025

SPORTS

Asst. Baseball I	4,669
Asst. Baseball II	2,335
Asst. Boys Basketball (3)	5,836
Asst. Boys Soccer I	4,669
Asst. Boys Soccer II	2,335
Asst. Boys Tennis	2,335
Asst. Boys Track I	4,669
Asst. Boys Track II	2,335
Asst. Football (6)	5,836
Asst. Girls Basketball (2)	5,836
Asst. Girls Soccer I	4,669
Asst. Girls Soccer II	2,335
Asst. Girls Tennis	2,335
Asst. Girls Track I	4,669
Asst. Girls Track II	2,335
Asst. Softball I	4,669
Asst. Softball II	2,335
Asst. Volleyball (2)	5,255
Asst. Wrestling (2)	5,255
Boys Bowling	4,669
Boys Cross Country	6,422
Boys Golf	4,669
Cheerleading	6,422
Dance Team	1,085
Girls Bowling	4,669
Girls Cross Country	6,422
Girls Golf	4,669
Head Baseball	6,422
Head Boys Basketball	9,924
Head Boys Soccer	6,422
Head Boys Track	6,422
Head Football	9,924
Head Girls Soccer	6,422
Head Girls Track	6,422
Head Girls Basketball	9,924
Head Softball	6,422
Head Boys Tennis	6,422
Head Girls Tennis	6,422
Head Volleyball	8,752
Head Wrestling	8,752
Weight Room (4) seasons	2,335

EXTRA CURRICULAR

African American History	1,085
Assessments Coordinator	2,388
Asst. Band Director I	5,836
Asst. Band Director II	3,502
Asst. Jr Class	2,335
Asst. Speech	4,669
Band Director (Include Pep Band)	9,924
Department Chair (10)	4,669
Drill Team	1,085
Extra Curricular Events	3,502
FBLA	1,085
FCCLA	1,085
FFA	2,386
Freshman Class	368
Junior Class	4,669
Key Club	3,502
Lifesavers	3,502
Minority Student Advisory Council	1,085
Model UN/Youth & Gov't	2,438
Musical (Head)	2,500
Asst. Musical (3)	1,800
NHS	584
Robotics	1,085
Scholar Bowl	5,836
Senior Class	584
Skills USA	3,501
Sophomore Class	368
Speech	6,422
Student Council	3,502
Terrier Times Newspaper	1,750
Theatre (Head) up to 2 plays per year	2,438
Asst. Theatre (2) up to 2 plays per year	1,085
Title I Coord.	4,669
Vocal (2 concerts)	2,625
Wellness Coord	3,502
WYSE/Math Team	2,438
Yearbook	9,924

EXTRA DUTY SCHEDULE FOR 2022-2025

CLUBS

Art	368	Japanese	368
Aware	368	Letters for Learning	368
Career	368	Math	368
Chess	368	Peer Mediation	368
French	368	Science	368
German	368	Science Team	368
GIO	368	Scrapbooking & Craft	368
GSA	368	Show Choir	368
History	368	Spanish	368
Imagination in Motion	368	Tabletop Gaming	368
Improv (Terriers Live!)	368	Tabletop Tennis	368
Interact Rotary	368	Thespians	368
International	368	Women in Leadership	368

*The Title I Coordinator and the Wellness Coordinator positions are grant-funded positions. If grant funding which supports the position is reduced or eliminated, the Board reserves the right to reduce the stipend in a corresponding proportion to the total grant reduction at the beginning of the following program year.

**To qualify for the stipend, clubs must involve a minimum of twenty (20) hours of supervision.

Only one stipend will be paid per activity. Additional clubs may be requested through the Superintendent who shall have the authority to add the club to the list of those which qualify for the stipend.

Experience Credit:

Individuals shall be given credit for consecutive years of experience in the same extra-duty activity. Only experience at CCHS shall be considered when granting credit. The Superintendent shall have the authority, when extenuating circumstances are presented, to waive the requirement of consecutive years when granting credit for years of experience. If a split stipend is approved, the experience credit will be split at the same percentage amount as the corresponding stipend received. i.e. 1/2 stipend = 1/2 experience credit

0-4 years No additional increase

5-9 years \$240 above stipend

10+ years \$480 above stipend

Note: Club sponsors do not receive experience credit.

PROFESSIONAL AGREEMENT

between

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT #165**

and

**CARBONDALE COMMUNITY HIGH SCHOOL
EDUCATION ASSOCIATION**

2021-2025

PREAMBLE

The Board of Education of District No. 165, Jackson and Williamson Counties, Carbondale, Illinois, hereinafter referred to as the "Employer" and the Carbondale Community High School Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association," recognize their common aim of providing the best education possible for the youth of the district. Both parties acknowledge that the attainment of the educational objective is jointly their prime responsibility and that each party is ethically responsible in assisting the other party in the achievement of that objective.

It is the intent and purpose of the Employer and the Association that this Agreement will promote and improve their harmonious and effective relationship and, to this end, hereby agree to participate in good faith bargaining concerning matters within the scope of this Agreement.

The parties hereby agree as follows:

ARTICLE I

Recognition

- A. The Employer hereby recognizes the Association as the exclusive bargaining agent for all personnel requiring teacher certification except substitute teachers; including Department Chairpersons in the District except the following classifications: Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Dean of Students, and Directors of Vocational Education, Special Education, Athletics, and any managerial or supervisory personnel in positions requiring administrative certification having the authority to effectively recommend hiring, transfer, assignment, suspension, layoff, recall, evaluation, promotion, discipline, pay, or termination of employment of other employees or adjust to grievances of the District.
- B. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees of the District within the bargaining unit as defined above.
- C. The Employer agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Employer agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to negotiations. The Employer reserves the right to consult any individual or groups at any time who may be asked to come before the Employer or who desire to come before the Employer to express views in an advisory or consultative position. The Employer agrees not to use this right to reprimand a teacher in a public meeting.

ARTICLE II

Rights and Responsibilities

- A. Both parties agree to negotiate in good faith with respect to wages, hours, terms and conditions of employment, and the rules of the IELRB, as amended.
- B. Good faith negotiations shall mean the performance of the Employer and the Association representatives to meet at reasonable times to confer and negotiate except that by any such obligation or duty for performance neither party shall be compelled to agree to a proposal or be required to make a concession.
- C. Teachers shall have the right to organize, join, and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing for the purpose of establishing, maintaining, protecting or improving their service. These personnel shall also have the right to refrain from any or all such activities.
- D. The Association agrees that it or any of its members shall not discriminate against any teachers as defined in Article I, Paragraphs A and B, by reason of his or her refusal to join, assist, or participate in any Association activities.
- E. The Employer agrees it shall not discriminate against any teacher by reason of his or her membership in the Association or participation in its activities.
- F. The Employer agrees that the Association and its representatives may be permitted to use school buildings for meetings and transact Association business on school property after working hours (3:15 p.m., unless specifically waived by the Superintendent) provided its use does not interfere with or interrupt normal school operations and that prior approval of the Building Principal or Superintendent be obtained 24 hours in advance of its use. The Association agrees to save the District harmless from any and all claims arising out of, or being a part of, any Association meeting conducted on school premises.
- G. As provided by the Freedom of Information Act, the Employer shall furnish to the Association, on request to the Superintendent, all regularly and routinely prepared information concerning the educational and financial condition of the school including the annual financial report, annual financial audit, and adopted budget. In addition, the Employer shall grant reasonable request for any other readily available and pertinent information.
- H. The Employer agrees that enforcement of teacher discipline shall be consistent with established Board policy and for just cause.

ARTICLE III

Negotiation Procedure

- A. If either party desires to negotiate, modify or amend this Procedural Agreement, a written notice must be submitted to the other party no later than sixty (60) calendar days prior to the end of the school year as stated in the original school calendar in which this Agreement terminates. Such notice shall identify all procedural items to be negotiated. If such notice is given, the first negotiation session shall be held within sixty (60) calendar days from receipt of the notice of the other party; however, bargaining for a successor agreement shall not begin earlier than February 1.

If either party desires to negotiate any substantive item within the scope of the Agreement (Article II, A.) except for grievance procedures, a written notice must be submitted to the other party no later than sixty (60) calendar days prior to the end of the school year as stated in the original school calendar in which such notice is submitted. Such written notice shall identify all substantive items to be negotiated. If such notice is given, the first negotiation session shall be held within sixty (60) calendar days from receipt of the notice by the other party; however, bargaining for a successor substantive agreement shall not begin earlier than February 1. Once commenced, collective bargaining must continue for at least a sixty (60) day period, unless a contract is entered into. If agreement is not reached, either party may declare to the other in writing that an impasse exists.

- B. If the parties engaged in collective bargaining have not reached an agreement by ninety (90) days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations, and will act in accordance with the Illinois Educational Labor Relations Act.
- C. Each party to negotiate shall select its negotiating representatives who will be clothed with the authority to make proposals, counterproposals, and tentative agreements.
- D. During negotiations when tentative agreement has been reached on all sections of a given article, such article shall be reduced to writing and shall be initialed by both parties. When the Employer and the Association reach tentative agreement on all matters being negotiated, the items shall be reduced to writing and submitted to the Association for ratification and to the Employer for adoption.

If such items are substantive, they shall become a part of the Substantive Agreement between the parties.

- E. The costs for the mediator shall be shared equally by the parties.

ARTICLE IV

Representation

All procedures pertaining to representation shall be established by the Illinois Education Labor Relations Board in accordance with its rules and regulations.

ARTICLE V

Effect of Agreement

- A. The terms and conditions set forth in this Agreement shall constitute the full and complete understanding between the parties hereto and may be modified only through the voluntary mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.
- B. Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.
- C. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, it shall be automatically deleted from this Agreement to the extent of its illegality. The remaining portion of the Agreement shall remain in full force and effect for its duration.

ARTICLE VI

Grievance Procedure

A. Definition

A grievance is a complaint by a teacher or a group of teachers or the Association involving an alleged violation, misinterpretation, or misapplication of any provision of this Agreement or the Substantive Agreement.

B. Statement of Basic Principles

- 1. The parties hereto acknowledge that the most desirable manner in which to settle a difference between a teacher and his or her principal involving a problem, and/or grievance as defined above, is through an informal discussion. However, the resolution of any problem and/or grievance as defined above, reached through informal discussion, shall not be inconsistent with the terms of this Agreement or the Substantive Agreement.
- 2. Every teacher, whether a member of the Association or not, shall have the right to present a grievance in accordance with the procedures established herein, with Association representation. Representation shall be limited to one (1) representative of the Association in the first three procedural steps.

3. Hearings and conferences under the first, second, third, and fourth steps of the grievance procedure shall be conducted at a time and place which will afford the aggrieved and his/her representative an opportunity to attend and will be held after regular school hours or during the nonteaching time of the personnel involved.
4. A teacher who participates or refuses to participate in any step of the grievance procedure shall not be subjected to discipline or reprisal for such participation or refusal to participate by the Association, Employer, or Administration.
5. The failure of a teacher or group of teachers to act on any grievance within the prescribed time limits will act as a bar to any further appeal through this procedure.
6. Class grievances involving five or more teachers against one or more supervisors or administrators may be initially filed by the aggrieved at the Second Step. Each teacher involved, however, shall sign the grievance, and it must be filed with a supervisor or administrator involved within ten (10) working days after knowledge of the occurrence of the event giving rise to the grievance.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the aggrieved, except that the final resolution of any grievance may be contained in the personnel file.
8. In the event a grievance is submitted less than ten (10) working days before the close of the school term, every effort shall be made by the Administration to expedite the hearing of the grievance prior to the last working day of the aggrieved or as soon thereafter as possible.

C. Procedures

1. First Step

The aggrieved shall present the grievance in writing to his/her principal within five (5) working days after knowledge of the occurrence of the event giving rise to the grievance. The principal, or his designee, shall meet with the aggrieved within five (5) working days after receipt of the written grievance and make his decision in writing within five (5) working days after the grievance has been presented and discussed.

2. Second Step

If the grievance is not resolved in the First Step or is initially filed as a class grievance, the aggrieved shall file his/her grievance in writing with the Superintendent within five (5) working days after the First Step written decision is or should have been received, ten (10) working days after knowledge of the occurrence of the event giving rise to the grievance if a class grievance. Within five (5) working days after the grievance has been filed with the Superintendent, a meeting will be held to resolve the grievance.

The written grievance shall state the following:

- a. The nature of the grievance.
- b. The specific clause or clauses of this Agreement or the Substantive Agreement allegedly violated.
- c. The remedy requested.

The Superintendent, or a designee, shall answer the grievance within ten (10) working days after the meeting with the Superintendent, or a designee, and the aggrieved. Copies of the written answer shall be sent to the Employer and the aggrieved. If a designee is utilized, he/she shall not have been directly involved at the First Step.

If the Second Step meeting is not held within the prescribed time limit, or if following the meeting an answer is not given within the prescribed time, the grievance will automatically be referred to in the Third Step, unless an extension, not to exceed five (5) working days, is mutually agreed upon by the parties.

3. Third Step

If the grievance is not satisfactorily resolved at the Second Step the Employer shall have fifteen (15) working days following receipt of the answer of the Superintendent, if the *Superintendent answers the grievance, to arrange for a meeting between the Employer, the aggrieved and his representatives.* Such meeting shall be at the Employer's option but shall be held within thirty (30) calendar days of receipt of the Superintendent's answer.

If the Employer chooses not to exercise its option or if the grievance is not satisfactorily resolved as a result of the meeting with the Employer, then after thirty (30) days the Association shall decide if the grievance is to be taken to final and binding arbitration.

4. Fourth Step

The arbitrator shall be selected from a list supplied by the American Arbitration Association. The arbitrator shall be selected as provided by the rules of the AAA. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement, or the Substantive Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Employer and the aggrieved. His decision must be based solely upon his interpretation of the meaning or application of the express relevant language of this Agreement or the Substantive Agreement.

The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

Expenses of the arbitrator, including the cost of the arbitrator's transcript, if one is required by him, shall be shared equally by the parties to the arbitration proceedings. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript; if both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

ARTICLE VII


Duration and Acceptance of Agreement

- A. The terms and conditions in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.
- B. This Agreement shall become effective at the start of school in 2021 and shall continue in full force and effect until the start of school in 2025. (This agreement amends and supersedes the Professional Agreement between the Board of Education and the CCHSEA dated April 20, 2017.)
- C. There shall be no strike during the term of this Agreement.
- D. This Agreement is signed this 18th day of March 2021.

In Witness Whereof:

For the Carbondale Community High
School Education Association

For the Board of Education of School
District #165



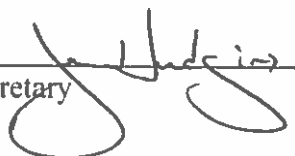
President



President



Secretary



Secretary