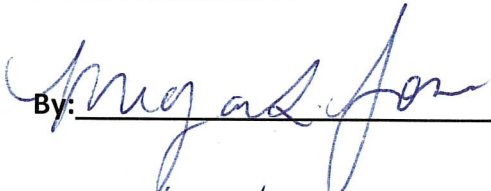


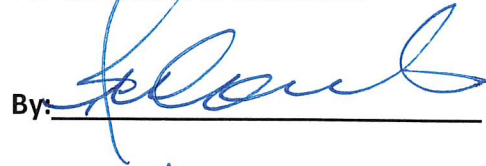
Mahomet-Seymour Education Association, IEA-NEA And Mahomet-Seymour Community Unit School District no. 3 Ground Rules for Bargaining 2022

1. Each party shall have the right to designate its own negotiation committee and chief negotiator(s)
2. Audio or video recording or transmitting devices of any kind shall not be utilized in the negotiating room. Both sides reserve the right to take notes during negotiations.
3. The date, time, and duration of each bargaining session will be determined by mutual agreement.
4. All official proposals and counter-proposals will be in writing and will use the following uniform structure: the current 2018-2022 contract will be used as the base, proposed additions will be indicated by using **bold and underlined text**, proposed deletions will be indicated by using ~~struck through text~~, and sections of the contract where no changes are proposed will replace the unaltered text with the words "no change" following section number and heading.
5. Either committee may caucus at any time. Prior to the caucus, the requesting committee will estimate the time needed for the caucus and inform the other team. If either committee finds that more time is necessary, that committee will, as a courtesy, notify the other as to the amount of additional time needed or either party may end the meeting.
6. The chief negotiators (and other included committee members) may engage in sidebars with the consent of their respective committees.
7. As they are arrived at, all tentative agreements shall be reduced to writing, titled "Tentative Agreement," executed and dated by the chief negotiators, and each side shall be provided with a copy.
8. The negotiation committees shall have the authority to reach tentative agreements on proposals submitted for negotiation, but tentative agreements will not be legally binding unless ratified by both the Association and the Board of Education.
9. Ground rules can be amended only by mutual agreement of the parties.

For the Association

By: 
Date: 4/25/22

For the Board of Education

By: 
Date: 4.25.22

MEMORANDUM OF UNDERSTANDING

Joint Committee on Extra Duties

The purpose of this memorandum is to memorialize the understanding reached between the Mahomet-Seymour CUSD #3 Board of Education ("Board" or "District") and the Mahomet-Seymour Education Association ("Union") (collectively "the parties") concerning the establishment and charge of a joint committee for the review and adjustment of the "Extra Duty Schedule" found in Part A, Appendix C of the Collective Bargaining Agreement between the parties.

Joint Committee Composition: the committee will be composed of a total of ten members, five chosen by the District and five chosen by the Union. Each party will choose from among their number a co-chair to share meeting facilitation duties.

Joint Committee Charge: the task of this committee will be to do a thorough review of the extra duty assignments listed in Appendix C of Part A of the Collective Bargaining Agreement with an eye toward making recommendations:

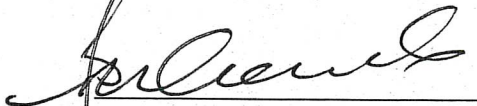
- for appropriate compensation adjustments,
- for the possible inclusion of new assignments,
- for the possible elimination of unfilled assignments,
- for the adoption of a new application process for the proposal of new assignments in the future

In the interests of best meeting this charge, the committee is encouraged to draw on their own experiences as well as seek input from stakeholders.

Joint Committee Voting: The committee is encouraged to arrive at decisions via consensus whenever possible. Failing consensus, voting by majority will decide final recommendations.

Recommendation Deadline: The parties agree that the committee will make its final recommendation for all changes to the Extra Duty Schedule by August ^{1st} (1) to the District and the Union for adoption. Adopted changes will be in effect with the start of the 2022-2023 school year. Any impacted assignments begun after the 1st of July, 2022 but before the start of the school year will be compensated retroactively.

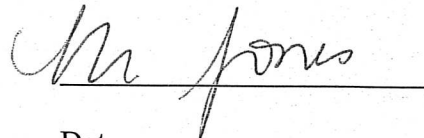
For the District



Date

6.8.22

For the Union



Date

6-10-22

Tentative Agreement

PART A

ARTICLE II

Section 2.1 - The Board of Education of Community Unit School District #3, Champaign County, Illinois, will be hereinafter referred to as the "Board," and the Mahomet-Seymour Education Association, will be hereinafter referred to as the "Association", as the exclusive representative for all full and part-time regularly employed certificated and non-certificated personnel including teachers, librarians, counselors, social workers, school psychologists, speech pathologists, aides, library assistants, nurses, study hall supervisors, cooks, custodians, maintenance personnel, certified bus drivers, monitors, ~~clerical support staff,~~ educational office personnel, health educational office personnel, couriers, dispatcher and registrars.

Classifications Excluded: District #3 administrative personnel and administrative assistants; all supervisors, managerial employees, confidential employees and short term employees as defined in the Act; and employees in the before, during and after school child care program.

For the purpose of clarity, this Agreement consists of two parts:

Part A covers employee positions represented in MSEA including full and part-time regularly employed certificated and non-certificated teachers, librarians, counselors, social workers, school psychologist, speech pathologist, aides, library assistants, nurses and study hall supervisors.

Part B covers employee positions in the MSEA membership, including cooks, custodians, maintenance personnel, certified bus drivers, monitors, ~~clerical support staff,~~ educational office personnel, health educational office personnel, couriers, dispatcher, and registrars. Unless specifically stated or identified by reference, no language found in Part A is applicable to Part B positions.

Signature



Date

6/15/22

For the Union

Signature



Date

6.13.22

For the Employer

Tentative Agreement

PART A ARTICLE VI

Section 6.7 - STEP THREE: If the grievance is not resolved at Step Two, then the grievant shall refer the grievance to the Board of Education within six (6) days after receipt of the Step Two answer or within eight (8) days after the Step One meeting, whichever is the latter. The Superintendent shall arrange for a meeting with the grievant and the Board to take place within ~~twenty-ten (20)~~ **10** school days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing the Board shall have three (3) days in which to provide a written decision with reasons to the grievant. The purpose of this step is to try to resolve the grievance.

Section ~~6.7~~ **6.8** - STEP FOUR: If the Association/grievant is not satisfied with the disposition of the grievance at Step Two, the Association may submit the grievance to final and binding arbitration. The Demand for Arbitration must be filed with the Board within thirty (30) days of the Step Two decision. If the Association and Board cannot agree upon an arbitrator within seven (7) days of the Demand being filed, the Demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings. If a Demand for Arbitration is not filed with the Board within thirty (30) days, then the grievance shall be deemed withdrawn.

Section ~~6.8~~ **6.9** - In all cases the Arbitrator shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. However, upon mutual agreement of the parties, expedited (Streamlined Labor Arbitration Rules of the American Arbitration Association) may be used.

Section ~~6.9~~ **6.10** - The fees and expenses of the Arbitrator shall be shared on an equal basis by the employer and the Association.

Section ~~6.10~~ **6.11** - Unless agreed upon in advance, the party requesting a court reporter shall assume full responsibility for the expenses of the reporter. However, if both parties request a transcript, then the parties shall share the cost of the reporter.

Section ~~6.11~~ **6.12** - Neither party shall be allowed to assert any new grounds or present information not previously disclosed to the other prior to arbitration at the arbitration hearing.

Section ~~6.12~~ **6.13** - The Party requesting a postponement of an arbitration hearing shall bear all costs, if any, related to the postponement.

Section ~~6.13~~ **6.14** - BYPASS: Upon written, mutual agreement of the parties, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

Section ~~6.14~~ **6.15** - Any grievance involving employees in more than one building or more than one immediate supervisor, may be initiated at Step Two.

Section ~~6.15~~ **6.16** - INFORMATION: The Board, administration and the grievant shall cooperate in the investigation of any grievance, and further, they shall furnish information requested for the processing of any grievance.

Section ~~6.16~~ **6.17** - NO REPRISAL: All parties involved in a grievance shall be free from restraints, coercion or reprisal.

Section ~~6.17~~ **6.18** - PERSONNEL FILES: Grievance documents shall not be filed in the personnel folders maintained by the district Superintendent's office.

Tentative Agreement

Section 6.18 6.19 - RELEASED TIME: Should the processing of any grievance at any level require that a grievant and/or grievance representative be given released time, the parties aforementioned shall be released without loss of pay or benefits. However, both parties agree to schedule such a meeting so as to minimize interference with the normal school program.

Section 6.19 6.20 - WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn at any level without establishing precedent.

Signature M. Jones

Date 6/15/22

For the Union

Signature [Signature]

Date 6.13.22

For the Employer

Tentative Agreement

Part A

ARTICLE VIII (some elements from Supposals)

Section 8.1-SUBSTITUTES:

1. At the High School:

- a. For a normal class period ~~\$20.00~~ \$32.50 per period
- b. For advisory ~~\$15.00~~ \$22.50 per period
- c. For a partial class period (up to 25 minutes) ~~\$15.00~~ \$22.50 per occurrence

2. At the Jr. High School:

- a. For a normal class period ~~\$20.00~~ \$32.50 per period
- b. For a partial class period (up to 25 minutes) ~~\$15.00~~ \$22.50 per occurrence

3. At the Elementary level, **Pre-K-5**, in the event that a certified teacher is asked and volunteers to act as a substitute by taking in students from another teacher's class, the teacher will be compensated at the rates shown below:

- A homeroom teacher who has volunteered to take students from another homeroom teacher's class and merge those students into his/her class will be compensated at a rate of \$7.00 per student per day or any portion plus an additional \$15 per day. Administration will assign students to classes with the input of impacted teachers who have been asked and volunteered to accept additional students.
- Homeroom teacher covering during plan time or other time without students
 - For a normal class period \$32.50 per period
 - For a partial class period (up to 25 minutes) \$22.50 per occurrence
- A reading specialist, instructional coach, social worker, psychologist, or other such position volunteering to cover a homeroom teacher's class will be compensated at a rate of \$7.00 per student per day for full days plus an additional \$15 per day. Portions of days will be compensated at the rate for class period coverage.
- At the elementary Level
 - For a normal class period \$32.50 per period
 - For a partial class period (up to 25 minutes) \$22.50 per occurrence

Tentative Agreement

Part A

ARTICLE VIII

~~Section 8.3 - SUBSTITUTES-REGULARLY ASSIGNED TEACHER: The supervisor shall inquire into the immediate plans of a regularly assigned teacher before assigning this teacher as a substitute, providing this teacher has an average of only one (1) planning period per day. Such substitutions will only take place when circumstances will not allow prior arrangement.~~

Section 8.3-INTERNAL SUBSTITUTION FOR CO-TEACHERS:

In the event that a substitute is not present for the co-teacher assigned to a general education classroom, the teacher of that class will receive internal sub pay for each affected class period. Sub protocol in Section 8.1 will be followed.

Section 8.4 - SUBSTITUTION BY SUPPORT STAFF:

A. In the event a qualified support staff bargaining unit member is requested to substitute for the regularly assigned classroom teacher, the support staff bargaining unit member will receive an extra ~~\$25~~ \$37.50 for up to half day of subbing, or ~~\$50~~ \$75 for up to a full day of subbing.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A

- A teacher covering a class period will be compensated at \$32.50 per class period for a normal class period and at \$22.50 (up to 25 minutes) for a partial class period. This would include a teacher covering a class such as art, PE, library, etc. Specialists (PE, Music, Art, ABL, etc.) taking double classes will be compensated at \$32.50 per class covered.

ARTICLE VIII

~~Section 8.3 - SUBSTITUTES-REGULARLY ASSIGNED TEACHER: The supervisor shall inquire into the immediate plans of a regularly assigned teacher before assigning this teacher as a substitute, providing this teacher has an average of only one (1) planning period per day. Such substitutions will only take place when circumstances will not allow prior arrangement.~~

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Signature

Meynard Jones

Date

9/1/22

For the Union

Signature

[Handwritten Signature]

Date

9.1.22

For the Employer

Tentative Agreement

PART A ARTICLE IX

Section 9.4 - VOLUNTARY TRANSFER: Any employee wishing to change positions shall apply to that posting within the normal protocol for application and notify the supervising administrator in writing the request for a voluntary transfer. The administrator may request a current resume and/or a completed application in Applitrack. The qualified employees will be interviewed for the vacant position and no voluntary transfer shall be arbitrarily denied. If the administration denies a request for a voluntary transfer, the employee will be notified and if requested the reasons for the denial shall be provided to the employee in writing prior to the vacancy^s being filled.

Signature

M. Jones

Date

6/15/22

For the Union

Signature

[Signature]

Date

6.13.22

For the Employer

Tentative Agreement

PART A

ARTICLE XII

Section 12.5 - SCHEDULE PLANNING - SPECIALS: Special area teachers (**including but not limited to P.E., Art, Music, Library, STEAM, Health, Action-Based Learning**, reading, traveling, and special education) shall be consulted in the make-up of their schedules each year. The teacher involved will be given the opportunity to comment on the acceptability and feasibility of his/her proposed schedule.

Signature

M. Jones

Date

6/10/22

For the Union

Signature

[Handwritten Signature]

Date

6.13.22

For the Employer

Tentative Agreement

Part A

ARTICLE XII

Section 12.1 -PROFESSIONAL DAY DEFINED:

~~The bargaining unit member's professional day shall be from one-half hour prior to and one-half hour after the student's academic day.~~

The staff workday will be one hour more per day than student attendance. Minimally, staff would need to be in the building 15 minutes prior to the start time and 15 minutes after the end time. If a staff member needs to adjust their arrival or departure time, they are still responsible for meeting their professional responsibilities with events such as IEP meetings, 504 meetings, or staff meetings. Staff shall let administration know if they need to leave a meeting early.

Section 12.9-IEP WRITING DAYS:

Special education teachers will receive one (1) day and may request up to two (2) additional administrative days for writing IEPs per semester.

Signature _____

Date _____

For the Union

Signature _____

Date _____

For the Employer

Tentative Agreement

PART A

ARTICLE XIV

Section 14.4 - UNSAFE OR HAZARDOUS CONDITIONS: A bargaining unit member shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger his/her health, safety, or well-being.

In the event of safety issues that impact the Mahomet-Seymour School District and that requires Board of Education involvement/decision making, MSEA will be offered an opportunity to provide input through its leadership team. The MSEA leadership and the Board of Education will meet to discuss the facts and evidence surrounding the situation. Any relevant guidance from federal, state, or local agencies will be taken into consideration by the parties along with what is known locally about the safety issue. Whenever possible, the superintendent will share the reasoning behind any such decision made by, or to be made by the Board of Education with MSEA leadership 18 hours prior to making the decision public to the district and/or community.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A

ARTICLE XIV

Section 14.5 - Student Behavior Advisory Committee:

The committee will be composed of a total of 10 members, five chosen by the District and five chosen by the Union. Each party will choose from among their number a co-chair to share meeting facilitation duties.

- a. Committee needs to be formed by September 30, ~~2018~~ 2022
- b. Committee will develop a recommendation for a district-wide system of support with protocols and guidelines for working with Tier One students engaging in disruptive behavior and recommendations for supports and resources for bargaining unit members, which may include training and professional development.
- c. ~~Recommendation will be completed and proposed to the Board of Education and MSEA by May 15, 2019.~~ Committee will meet quarterly at a minimum for the duration of this contract.

Section 14.7 - PARKING:

All school parking lots shall be maintained in a reasonable condition relative to their grading and surface. Each lot at Lincoln Trail and Mahomet-Seymour Junior High School will be clearly marked for STAFF PARKING ONLY, NO STUDENT PARKING. VIOLATORS WILL BE TOWED AT OWNERS EXPENSE. Every effort shall be made to keep said lots accessible during adverse weather conditions.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A

ARTICLE XV

Section 15.1 – TEACHER INSTITUTE DAYS:

The MSEA and Board agree to hold 4 full Teacher Institute days per school year for the duration of this contract. Institute days will be from 8:00 am to 2:00 pm with an hour designated within that time range for a duty-free lunch. Professional Development on teacher institute days will be planned with teacher input considered.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A

ARTICLE XVI

Section 16.1 - SICK LEAVE:

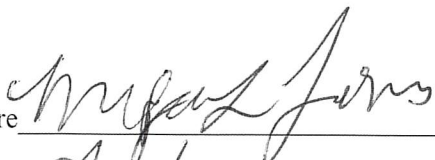
Each bargaining unit member shall be entitled to a total of ~~fifteen (15)~~ **sixteen (16)** sick leave days with full pay per school term. Such sick leave shall accumulate without limit. Sick leave shall be interpreted to mean personal illness, pregnancy and pregnancy-related disabilities, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parent-in-law, brothers-in-law, sisters-in-law, and legal guardians. After three (3) continuous days a physician's statement may be requested by the Board. ~~Sick leave days may also be used, if needed, to attend funerals other than those specified under "immediate family".~~

Section 16.3 - PERSONAL LEAVE:

During the first 10 years of employment, bargaining unit members will be granted by the Board ~~shall grant~~ two (2) days of personal leave without loss of pay per school term. Unused personal leave days may accumulate as sick leave; provided, however, a **bargaining unit member during the first 10 years of their employment** ~~teacher~~ shall be entitled to carry over one unused personal leave day to a subsequent school term, **i.e. as bargaining unit members transition from their ninth year of employment to their tenth year of employment, it will be the last time they are entitled to carry over one personal leave day.** ~~for a maximum of three (3) personal leave days available for use during a school term.~~ **At the completion of 10 years of service in the district, the Board shall grant three (3) days of personal leave. At the completion of 15 years of service in the district, the Board shall grant (4) days of personal leave.** Except in emergencies, the employee shall notify his/her immediate supervisor at least two (2) days in advance of the day he/she is to be absent. Personal leave is defined as an absence required due to personal business that cannot be scheduled during non- school hours.

At the completion of 20 years of service, the Board shall grant three (3) days of personal leave.

Signature



Date

8/30/22

For the Union

Signature



Date

9.1.22

For the Employer

Tentative Agreement

PART A

ARTICLE XVI

Section 16.5 - PARENTAL LEAVE and FMLA:

- A. Eligible employees on parental leave shall be able to use sick leave benefits as outlined in the Family Medical Leave Act (FMLA). **Employees are responsible for writing lessons for the first two weeks of their leave when circumstances make that a reasonable expectation.**
- B. **FMLA will be on a rolling 12 month calendar.**
- C. Tenure teachers and support staff wishing to extend a leave beyond the time periods outlined in FMLA shall be eligible for parental leave without pay subject to the following guidelines.
1. The eligible employee shall be granted parental leave for a period not ~~to exceed one (1) school year in school years 2014-15 and 2015-16, and not to exceed one (1) semester in school years 2016-17 and 2017-18~~ **in a rolling calendar year.** However, the return from parental leave will align with the beginning of the year or beginning of a semester pending staff scheduling.
 2. Application for such leave shall be made in writing to the immediate supervisor at least ninety (90) days prior to the commencement of the leave.
 3. If the parental leave is as a result of the eligible employee becoming a parent, parental leave shall be granted upon satisfactory notification to the Assistant Superintendent of the following:
 - a. The date the child is expected to be received, or the projected date of the child's birth.
 - b. The adoptive child is eight (8) years of age or under.
 4. Accrual of seniority and advancement on the salary schedule during the term of a parental leave shall be pursuant to applicable provisions of this Agreement.
 5. Eligibility for fringe benefits during the term of a parental leave shall be the same as if the employee were on an unpaid leave of absence as provided for in Section 16.4 of this Agreement.
 6. Eligible employees on parental leave shall not be able to use sick leave benefits during the term of such leave.
 7. An employee on parental leave shall provide notification to the immediate supervisor ninety (90) days prior to the ending date of such leave of the employee's intent to return to work. Failure to provide such notification of intent to return shall be considered equivalent to a resignation.

Tentative Agreement

8. An employee on a parental leave shall be reinstated, at the end of the leave, to the position held at the time the leave commenced, unless the position has been eliminated, in which case the Reduction in Force provisions of this Agreement shall apply.
9. Upon returning from a parental leave, the employee shall not be eligible for another such leave until the employee has returned to full-time employment for at least one (1) school year.

D. A ~~non-tenured~~ teacher or support staff employee shall be eligible for a parental leave for a period not to exceed ninety (90) work days. For all purposes, such leave shall be treated as a leave of absence without pay pursuant to Section 16.4 of this Agreement.

Section 16.7 - PROFESSIONAL LEAVE: Registration (up to \$200) Professional staff will be reimbursed for up to \$400 for professional leave to include costs such as registration, mileage at the current IRS rate, hotel, and meals, when travel is required between 7am and 6pm, will be paid for one meeting per year for a teacher or aide for meetings approved by the Director of Instruction Assistant Superintendent and the Board of Education according to Board Policy. Mileage, meals and hotel will only be reimbursed when approved as part of the initial professional development request. Teachers and teacher aides will submit a written request to their principal for permission to attend meetings pertaining to their teaching area. The Board of Education, through the Assistant Superintendent shall make final approval. The Board of Education, through the Director of Instruction shall make final approval. Grant funding may allow staff individuals the opportunity to exceed these expenses. This day, if unused, shall not accumulate from year to year.

SPONSOR/COACH LEAVE: One day per coach/sponsor may be granted in the event that a district sponsor or coach desires to attend a regional, state or national conference or other training pertinent to their assignment, without loss of salary. Coaches/Sponsors will submit a written request to their principal/athletic director for permission to attend meetings pertaining to their sport, club or activity. This day, if unused, shall not accumulate from year to year.

Signature M. Jones

Date 6/15/22

For the Union

Signature [Signature]

Date 6.13.22

For the Employer

Tentative Agreement

Part A

ARTICLE XVII

Section 17.1 - COMPLAINTS AGAINST BARGAINING UNIT MEMBERS: The following procedures shall be followed in the investigation of a written complaint against a bargaining unit member at the school or on school grounds.

1. The bargaining unit member shall have the right to representation in any meeting with the Board or administration in the investigation of the complaint by the district.
2. To the extent that the administration is aware of any complaint, the bargaining unit member shall be notified within ~~seventy-two (72) hours~~ **three (3) week days** of any complaint filed, and be notified by the immediate supervisor of the bargaining unit member's right to representation. In the event a complaint is filed against a bargaining unit member, the district shall cooperate with the employee's representatives in the investigation of the complaint. Suspension or discipline of a bargaining unit member as a result of a complaint filed against the employee shall be for reasonable cause and preceded by:
 1. Honoring of the employee's statutory rights under the Abused and Neglected Child Reporting Act, the Illinois School Code, and the Illinois Educational Labor Relations Act.
 2. Compliance with the employee's contractual rights pursuant to this provision and other applicable provisions of the Agreement.
3. With respect to a written complaint filed by a member of the public regarding a teacher's performance of his/her duties, the District shall notify the teacher of the complaint rendered in writing within ~~(72) hours~~ **three (3) week days** and furnish him/her a copy of it.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A

ARTICLE XXI

Section 21.1 - TEACHER WORK YEAR:

A. The parties agree that the school year calendar shall consist of 185 days which shall include 176_ student attendance days, four (4) institute days and five (5) emergency days. Unused emergency days shall not become work days. The work year for teachers shall not exceed 180 days which shall include the four (4) workshop days.

B. Whenever possible, an e-learning day will be considered before an emergency day. On an e-learning day, the instructional day will start at 9:00 a.m. Teachers will have planning from 8:00-9:00 a.m.

C. Extended contracts for teachers beyond the regular work year, except for summer school contracts, shall be additionally compensated on the basis of 1/180th of the teacher's regularly scheduled salary.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A

ARTICLE XXII

Section 22.1 - INITIAL SALARY SCHEDULE PLACEMENT:

A. TEACHERS - Certificated personnel shall be given full credit for PK-12 public or private accredited school certificated teaching experience outside the district and credit for degree/hours earned in their initial placement on the Salary Schedule. Beginning with the 2022-2023 school year, placement beyond BS column will be graduate hours unless the district requests the additional bachelors level education. Credit previously granted will be honored. Fractions of years earned outside the district will not be counted in determining proper placement. The Assistant Superintendent can grant credit for one year of service for two years of part-time work. Certificated personnel hired prior to the 2022-23 school year shall be relocated on the salary schedule for years of experience in private accredited schools. It is the responsibility of the employee to contact the Assistant Superintendent to begin the process of relocation on the salary schedule. Employees have until October 3, 2022, to make contact with the Assistant Superintendent.

Teachers employed by MSCUSD#3 during the school term will be given a full-year's credit for their first year in succeeding years, provided they are employed prior to the beginning of the second semester. The initial placement on the Salary Schedule of a Social Worker shall be at the MS+30 lane. The initial placement on the Salary Schedule of School Psychologist shall be at the MS+45 lane. The initial placement of Guidance Counselors shall be at the MS+16 lane. Speech and Language Pathologist with a Master's Degree shall be at the MS+30 lane. For Speech Pathologists, the district will credit prior full time work experience in the private sector if the work experience is in the employee's area of professional expertise. Verification of such service will be necessary before salary lane experience is credited. It is the employee's responsibility to provide a verification of employment.

Speech and Language Pathologists, who are full time employees shall receive an additional \$1,500/year if they have achieved their Certificate of Clinical Competence. Social Workers who are Licensed Clinical Social Workers shall receive an additional \$1,500/year. Psychologists who are full-time employees and have National Certification shall receive an additional \$1,500/year.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A ARTICLE XXII

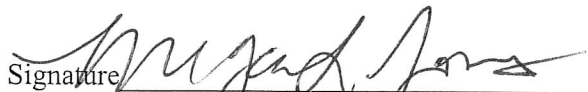
Section 22.1 - INITIAL SALARY SCHEDULE PLACEMENT: (CONTINUED)

B. SUPPORT STAFF - Support staff shall be given full credit for previous PK-12 public or private accredited school experience, in the classification in which they are employed or a position reasonably related, gained outside the district. Service will only be credited for full-time work. Twelve months of combined partial years will equal one year of service. Staff shall receive credit for prior work experience in the same field of work. Additional experience shall be credited at the discretion of the Assistant Superintendent. Staff hired prior to the 2022-23 school year shall be relocated on the salary schedule for years of experience in private accredited schools. It is the responsibility of the employee to contact the Assistant Superintendent to begin the process of relocation on the salary schedule. Employees have until October 3, 2022, to make contact with the Assistant Superintendent.


Educational support staff employed during the school term by MSCUSD#3 shall be given a full year credit for their first year in succeeding years, provided they are employed prior to the beginning of the second semester. Fractions of years of service gained outside the district shall not be counted in computing initial salary schedule placement.

C. Where applicable, because of state law requiring certification as a teacher aide and study hall supervisor, full credit for degree/hours earned will be given to support staff for initial placement.

D. Support staff employees subsequently employed as certificated personnel in teaching positions in the district, shall be given full credit for years of experience in teaching outside the district, as well as degree/hours earned for initial placement on the teacher salary schedule.

Signature 
Date 8/20/22

For the Union

Signature 
Date 8.29.22

For the Employer

Tentative Agreement

Part A

ARTICLE XXII

Section 22.6 - CREDIT FOR ADVANCEMENT/MOVEMENT ON SALARY SCHEDULE:

A. VERTICAL MOVEMENT: Each bargaining unit member, subsequent to his/her initial placement on the appropriate salary schedule, shall move vertically on the schedule based upon his/her years of experience in the district. Each bargaining unit member employed equal to or greater than one-half (1/2) time in the district shall receive one (1) full year's credit for vertical movement on the salary schedule for each year of service. Bargaining unit members employed less than one-half (1/2) time in the district shall receive one (1) full year's credit for each two (2) years of service.

B. HORIZONTAL MOVEMENT: Each bargaining unit member shall be eligible for horizontal movement to lanes beyond the entry lane on the appropriate salary schedule (BA lane for certificated and 0 lane for support staff). For access to advanced lanes the employee must:

1. Be enrolled in a program leading toward a degree, or
2. Have received prior approval from the Superintendent or his/her designee to take academic courses or courses related to the employee's area of employment. Advanced degree programs or courses which a bargaining unit member takes that directly pertain to his/her area of instruction shall be approved by the Superintendent or his/her designee.
3. And, the employee provides proper verification to the Superintendent or his/her designee of satisfactory completion of the course work, through filing with the Superintendent either a transcript for the course work or a certificate of completion.

C. Degree/hours earned from the above procedure shall be used, subsequent to initial placement, pursuant to Section 22.1 to determine advancement to advanced lanes on the appropriate salary schedule. Advancement upon completion of the required number of hours/degree earned shall occur at the beginning of the next school year after proper verification of completion is provided to the Superintendent, at which point the employee will be compensated at that rate thereafter.

D. NATIONAL BOARD OF PROFESSIONAL TEACHING STANDARDS CERTIFICATION: The Board shall pay a stipend to each teacher who acquires National Board Certification equal to \$3000 per year for each year the teacher maintains such certification. At the end of the certification period, the teacher must recertify in order to continue to be eligible for the stipend.

E. Teachers teaching dual credit courses shall receive a stipend equal to \$1,000 a course per semester.

Signature _____

Date _____

For the Union

Signature _____

Date _____

For the Employer

Tentative Agreement

Part A

ARTICLE XXII

Section 22.9 - Extended Contracts

A. Extended Contracts/Guidance Counselors: Extended contracts to a maximum of ~~40~~ **13 days** per counselor, will be granted to all high school guidance counselors, to be paid at 1/180th of that counselor's contract for each day worked. The number of days will be determined by the principal with the input from the counselor. Counselors will be notified of any change in the extended contract for the upcoming school year by May 1st of the current school year.

B. Extended Contracts/Librarians: Extended contracts to a maximum of 5 days will be granted for librarians and library aides, provided that the libraries are open for student use during all pupil attendance days during the school year, to be paid at 1/180th of that librarian's or library aide's contract for each day worked.

~~C. — The computer aide at Lincoln Trail will have one day maximum to set up the computer labs.~~

~~D. —~~ C. Extended Contracts/Instructional Coaches: Extended contracts to a maximum of 10 days per instructional coach may be granted by the Director of Instruction to all instructional coaches, to be paid at 1/180th of the instructional coaches contract for each day worked. Instructional coaches will be notified of any change in the extended contract by May 1st of the current school year.

D. Extended Contracts/Psychologists: Extended contracts to a maximum of 5 days will be granted to all school psychologists, to be paid at 1/180th of that psychologist's contract for each day worked. Psychologists will be notified of any change in the extended contract for the upcoming school year by May 1st of the current school year.

Signature _____

Date _____

For the Union

Signature _____

Date _____

For the Employer

Tentative Agreement

Part A

ARTICLE XXII

Section 22.10 -PARAPROFESSIONAL ADDITIONAL COMPENSATION:

If a situation arises that a paraprofessional cannot finish their required duties during contract hours, the paraprofessional will turn in a time card with prior approval from the principal and in consultation with the case manager for the additional time.

Signature Meghan Jones
Date 8/30/22
For the Union

Signature [Signature]
Date 8.29.22
For the Employer

Tentative Agreement

Part A

ARTICLE XXIII

Section 23.2 - Upon the death of an employee covered by this Agreement the District shall pay to the appointed legal representative of said deceased employee, or if none has been appointed, to the deceased's surviving spouse, the sum of ~~seventy five dollars (\$75.00)~~ **one hundred fifty (\$150.00)** per day for each day of sick leave accumulated by said deceased employee up to 100 days. This payment shall be in addition to any benefit herein provided for and shall be made by the District as soon as possible but in no event later than 90 days after the date of death.

Section 23.3 - EARLY RETIREMENT INCENTIVE FOR TRS BARGAINING UNIT MEMBERS:

A. Retirement Incentive Benefit Plan. The Board shall recognize the service of full-time teachers who have rendered at least ten (10) years of creditable service to District 3 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teachers' Retirement System of the State of Illinois.

B. Eligibility and Notice

1. To be eligible the teacher must have served satisfactorily in the district for a minimum of ten (10) years immediately preceding his or her retirement.

2. The teacher shall provide written notice to the superintendent of his or her intention to retire and participate in the program either four years, three years, two years, or one year prior to the first day of February of their final year of active service. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of this notice of intention to retire provided that all conditions of this section are met.

3. The teacher's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.

~~4. In order to receive the Retirement Incentive, whenever an Employee is first eligible to retire, he or she must retire by the end of the school year in which he or she first gains eligibility to receive a TRS annuity.~~ The employee must be responsible for communicating with TRS to secure the needed information that would be provided to the MS School Business Official for review. (Oversight on the employee's part is not a valid reason for approval if the first year of eligibility is missed.)

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A ARTICLE XXIII

Section 23.3 (CONTINUED)

5. Incentive will be up to 4 years of:

- Year Four = ~~3%~~ 6%
- Year Three = ~~3%~~ 6%
- Year Two = ~~3%~~ 6%
- Year One = ~~3%~~ 6%

6. Employee can choose 4, 3, 2, or 1 year incentive that aligns with their eligibility date.

C. Retirement Benefit. Eligible teachers who submit a timely irrevocable letter of resignation will be paid a salary increase in his/her last year(s) of service equal to ~~three percent (3%)~~ six percent (6%) of the amount otherwise due and owing to the teacher above the previous year's gross compensation inclusive of step and lane movement for a maximum of four (4) years prior to retirement.

D. Continuation of Plan. The Board reserves the right to review and modify or terminate the foregoing Regular Retirement benefits upon the expiration of this Agreement subject to the requirement of the Illinois Educational Labor Relations Act and to deny the foregoing benefits to those who theretofore have not applied for regular retirement in that this provision creates no vested right to benefits.

E. New Legislation. If, during the term of this contract, any law is enacted that results in a greater cost to the Board for a teacher to retire (including costs imposed by a legislatively-enacted early retirement program) than the cost in effect as of the date this contract is entered into, this Article shall become null and void. The parties may, at either's written request served on the other within thirty (30) calendar days of the effective date of such legislation, re-negotiate a retirement incentive. The parties agree that this does not apply to legislation which establishes a "2.2% flat rate formula for teachers" under the Illinois Pension Code.

F. Miscellaneous. The current window to apply during each year of the contract stays at February 1 – January 31. Any eligible staff member may apply during this full year window.

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A ARTICLE XXIII

Section 23.4 - Early Retirement Incentive for IMRF Bargaining Unit Members:

A. Retirement Incentive Benefit Plan. The Board shall recognize the service of full-time IMRF bargaining unit members who have rendered at least ~~twenty (20)~~ **ten (10)** of creditable service to District 3 immediately preceding retirement.

B. Eligibility and Notice

1. To be eligible the Support Staff member must have served satisfactorily in the district for a minimum of ~~twenty (20)~~ **ten (10)** years immediately preceding his or her retirement.
2. The Support Staff member shall provide notice to the superintendent of his or her intention to retire and participate in the program either four years, three years, two years, or one year prior to February 1st of their final year. The Board shall approve the request and notify the Support Staff member within sixty (60) days of the receipt of this notice of intention to retire provided that all conditions of this section are met.
3. The Support Staff member's notice to the Board and the Board's subsequent action on the request shall constitute an irrevocable commitment by the parties to the terms stated in the notice.
4. **Incentives will be up to 4 years of:**
 - o Year Four = ~~4%~~ **6%**
 - o Year Three = ~~4%~~ **6%**
 - o Year Two = ~~4%~~ **6%**
 - o Year One = ~~4%~~ **6%**
5. Employees can choose 4, 3, 2 or 1 years of the retirement incentive that aligns with their eligibility date.
6. **Provisions herein will apply to all bargaining unit members including those currently in the retirement pipeline.**

Signature

Date

For the Union

Signature

Date

For the Employer

Tentative Agreement

Part A ARTICLE XXIII

Section 23.4 - (CONTINUED)

C. ~~In order to receive the Retirement Incentive, whenever an employer is first eligible to retire, he or she must retire by the end of the school year in which he or she first gains eligibility to receive a IMRF annuity.~~ The employee must be responsible for communicating with IMRF to secure the needed information that would be provided to the M-S School Business Official for review. (Oversight on the employee's part is not a valid reason for approval if the first year of eligibility is missed.)

D. A grace period to include any current employees (as of August 1, ~~2018~~ 2022) who have not chosen this option. Notification by February 1, ~~2019~~ 2023 must be provided for those qualifying for the benefit to begin in the ~~2019-2020~~ 2022-2023 school year. This request will require an irrevocable commitment by the parties to the terms stated in the notice. During the grace period, the employee can request up to four years of incentive regardless of their eligibility date.

Section 23.5 -RETIREMENT PAYOUT:

Any sick days remaining after contributions to TRS or IMRF shall be paid at \$60/day up to a maximum of one-hundred (100) days upon retirement.

Signature

Date

For the Union

Signature

Date

For the Employer

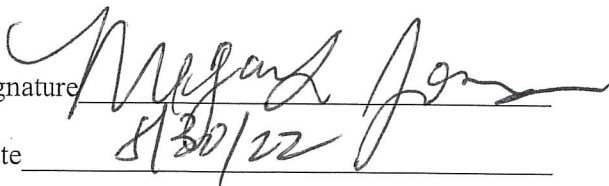
Tentative Agreement

Part A

ARTICLE XXIV

F. The employee may copy material maintained in his/her personnel record. ~~Copies will be charged at the rate of 15 cents per page.~~

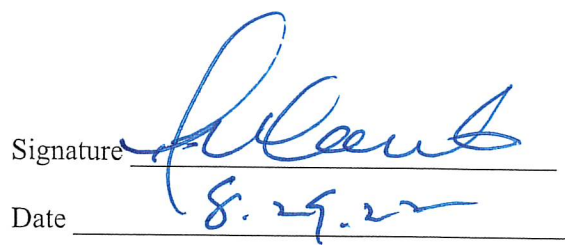
Signature


Date 8/30/22

Date

For the Union

Signature


Date 8.29.22

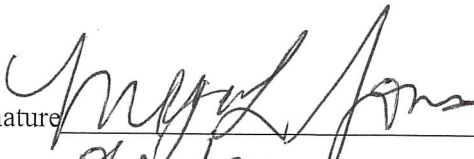
Date

For the Employer

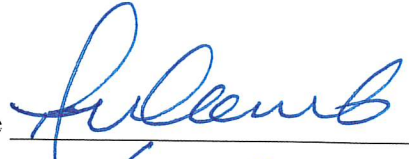
Tentative Agreement

Part A APPENDIX X

~~Science Tub Clerk~~

Signature 
Date 8/30/22

For the Union

Signature 
Date 8.29.22

For the Employer