## **AGREEMENT**

# THE UNIT EDUCATION ASSOCIATION OF DISTRICT NO. 35, IEA/NEA

and

## THE FLORA COMMUNITY UNIT SCHOOL DISTRICT NO. 35

2024 - 2025

2025 - 2026

2026 - 2027

## TABLE OF CONTENTS

		Page
ARTICLE I	RECOGNITION	1
ARTICLE II	ASSOCIATION RIGHTS	2
ARTICLE III	BOARD AUTHOIRTY AND MANAGEMENT RIGHTS	4
ARTICLE IV	NEGOTIATIONS PROCEDURE	5
ARTICLE V	GRIEVANCE PROCEDURE	6
ARTICLE VI	CLASSROOM TEACHING EVALUATIONS	10
ARTICLE VII	TEACHER TERMINATION AND RECALL	16
ARTICLE VIII	EMPLOYMENT CONDITIONS	17
ARTICLE IX	LEAVES OF ABSENCE	20
ARTICLE X	COMPENSATION AND BENEFITS	29
ARTICLE XI	EFFECT OF AGREEMENT	38
APPENDIX A-1	SALARY SCHEDULE – 2024-2025	40
APPENDIX A-2	SALARY SCHEDULE – 2025-2026	43
APPENDIX A-3	SALARY SCHEDULE - 2026-2027	46
APPENDIX B	SPECIAL COMPENSATION SCHEDULE	49
MEMORANDUM	OF UNDERSTANDING AND STATEMENT OF CLARIFICATION	52

#### **ARTICLE I**

#### RECOGNITION

1.1 The Board of Education of Unit School District #35, Clay County, Illinois, hereby recognizes the Unit Education Association of District #35, IEA/NEA, as the sole and exclusive bargaining agent for all regularly employed personnel required to be certified under Article 21 of the School Code of Illinois, except the Superintendent, Assistant Superintendent(s), Director of Vocational Education, Principals and other personnel who are required to spend a preponderance of their time in managerial or supervisory duties. The terms "District", "Board" or "employer" shall refer to the above named school District. The terms "teacher", "employee" or "bargaining unit member" shall refer to those employees covered by this Agreement. Members of the bargaining unit employed by the District on a part-time basis shall receive benefits on a pro-rata basis unless otherwise specified. An employee that is hired as a flex teacher that holds a Professional Educator License will be covered by this agreement.

#### ARTICLE II

#### ASSOCIATION RIGHTS

## 2.1 Payroll Deductions

The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee's executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The payroll deduction form shall provide a period of time during which revocation of dues deduction may be made. Employees not revoking membership and deductions during such period shall be obligated for dues deduction until the next such period. All dues deducted by the Board shall be remitted to the Association within ten (10) calendar days after such deductions are made.

## 2.2 Other Rights

Written notice of all regular and special (but not emergency) meetings of the Board, together with a copy of the agenda or statement of purpose of such meeting, shall be made available to the President of the Association at least twenty-four (24) hours prior to such meeting. A copy of the approved minutes, excluding the minutes of executive sessions, will be made available to the President of the Association the day following the Board Meeting at which the minutes were approved.

- .1 Electronic copies of the minutes and the treasurer report for all Board meetings shall be provided to the President of the Association the day following approval by the Board.
- .2 Upon request, the Association shall be placed on the agenda of the regular meeting of the Board for purposes of reporting on matters of Association concern.
- .3 Upon request, the Board will furnish to the President of the Association a copy of the adopted Budget and the Annual Financial Report.

## .4 Use of District Facilities

- a. The Association shall have the right to reasonable use of school buildings provided the areas have not been previously booked and there is no interruption of the educational program. The Association will reimburse the District for actual expenses incurred resulting from the use of the building.
- b. The Association shall have the right to reasonable use of District office equipment on school premises, and will be responsible for reimbursing the District for all materials and supplies used in the operation of this equipment.

- c. The District shall designate at least one (1) bulletin board in each building for use by the Association in posting official notices of its activities and matters of Association concern.
- d. The Association may use employee mail boxes for purposes of communicating with bargaining unit members.
- .5 Within thirty (30) days of ratification of this Agreement the Board shall provide an electronic copy of the Agreement to the Association and to each member of the bargaining unit.
- Information about employees provided to the Association includes but is not limited to: Employee's names, job titles, worksite locations, home telephone numbers on file with the employer, date of hire, work email address, and any personal email addressed on file and any other information available of current bargaining unit members that shall be provided to the Association within ten (10) calendar days from the beginning of every school term and every 30 calendar days thereafter in the school term, in an Excel file or other editable digital file format agreed to by the Association and the above listed information of newly hired employees shall be provided to the Association within 10 calendar days after their employment.
- .7 The Association will be given up to 45 minutes to speak at the new employee orientation.

#### ARTICLE III

#### BOARD AUTHORITY AND MANAGEMENT RIGHTS

- 3.1 It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.
- 3.2 It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

## ARTICLE IV

#### **NEGOTIATIONS PROCEDURE**

- 4.1 The parties shall commence bargaining for a successor Agreement on or before May 1.
- 4.2 Each party to negotiations shall select its negotiating representatives provided, however, that the Board shall not select a member of the bargaining unit as herein defined as its representative, and the Association shall not select any employee of the School District unless such employee is a member of the bargaining unit as herein defined. The number of negotiating representatives, including observers, shall be limited to not more than six (6) persons for each respective team.
- 4.3 It is the mutual responsibility of both the Board and the Association to confer upon their designated representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification.
- 4.4 It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement the Illinois Educational Labor Relations Board shall be notified.

#### ARTICLE V

#### **GRIEVANCE PROCEDURE**

### 5.1 **Definition**

A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement.

## 5.2 Purpose

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

## 5.3 Representation

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

## 5.4 Time Limits

All time limits consist of school days, except when a grievance is filed fewer than ten (10) days before the end of the school year and then the time limits shall consist of week days. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

## 5.5 Constraints

- Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.
- .2 Should the presence of the grievant or other employees be required at the arbitration hearing, they will be scheduled with no loss of pay. Arrangements will be made to assure the minimal impact necessary on the instructional program.

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

#### 5.6 Procedure

## Step One

It is desirable for an employee and the immediate supervisor to resolve problems through free and informal communications. Therefore, before a grievance is filed, the claimant shall discuss the claim with the most immediate supervisor.

## Step Two

If the complaint cannot be resolved informally, the complainant shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date and hour the grievance was received. This certification shall be witnessed by the grievant. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable and shall state the remedy requested. The filing of the formal written grievance must be within twenty (20) days from the date of the occurrence giving rise to the grievance or from the date the grievant should have been aware of the event. The supervisor shall make a decision on the grievance and communicate it in writing to the employee and the Superintendent within ten (10) days after receipt of the grievance.

## Step Three

In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the immediate supervisor's written decision at Step Two, a copy of the grievance with the Superintendent. Within ten (10) days after receipt of the grievance the Superintendent or his designee shall meet with the grievant to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the immediate supervisor.

## Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievant shall file, within ten (10) days of receipt of the Superintendent's decision at Step Three, a request for a hearing with the Board. The Board shall meet with the grievant within fifteen (15) days after receipt of the request for a hearing. The Board, or their designee, shall file an answer within ten (10) days of the hearing and communicate it in writing to the grievant, the Superintendent and the Association.

## Step Five

If the Association is not satisfied with the disposition of the grievance at Step Four, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association and under its rules. If a demand for arbitration is not filed within thirty (30) days of the Step Four answer or the last response date, then the grievance shall be deemed withdrawn.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association. Each party shall bear the cost of its own representation. If either party requests a transcript be made, that party shall bear the cost. If the other party desires a copy of the transcript, the cost shall be shared equally.

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 the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement. In addition, the Arbitrator may hear testimony to determine the intent of the parties and/or the facts in the grievance.

## 5.7 Association Not A Participant

When an employee is not represented by the Association at Steps One to Four the Association will be notified of any resolution and such resolution shall not be inconsistent with the terms of this Agreement.

## 5.8 No Reprisals Clause

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance.

## 5.9 By-Pass

If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

#### 5.10 Class Grievance

Class grievances involving one (1) or more employees or one (1) or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step Three (Superintendent).

#### 5.11 Grievance Withdrawal

A grievance may be withdrawn at any step without establishing a precedent.

## 5.12 Records

Records relating to an individual's grievance will be marked confidential, but may be used in other proceedings, subject to 5.5.

#### ARTICLE VI

### CLASSROOM TEACHING EVALUATIONS

- 6.1 The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction.
- 6.2 The parties further recognize the value and importance of establishing a procedure for evaluating and assisting the classroom teaching progress and success of both probationary and tenure teachers.
- 6.3 Formal evaluation of classroom teaching performance shall be in accordance with the following procedure:
  - .1 The principal, or other administrator designated by the Superintendent, shall be responsible for the administration of the procedure for evaluating classroom teaching performance.
  - During the first six (6) weeks of employment the designated administrator shall orient all teachers under his supervision as to the evaluation procedures and shall advise the teachers as to those administrators who may observe and evaluate this classroom teaching performance.
  - .3 Each formal written evaluation of classroom teaching performance shall be preceded by at least one classroom observation of at least twenty (20) minutes.
  - A copy of each formal written evaluation of classroom teaching performance shall be given to the teacher and a conference held between the teacher and the evaluator within ten (10) school days of the classroom observation.
  - .5 In the event that the teacher feels the formal written evaluation of classroom teaching performance was incomplete or inaccurate, the teacher may put these objections in writing and have them attached to the evaluation report to be placed in the personnel file.
  - .6 The classroom teaching performance of probationary teachers shall be evaluated at least twice during each of the first two probationary years and at least once during each of years three and four of probationary employment.
  - .7 The final written report and any recommendations to the Superintendent for each probationary teacher shall be submitted at least sixty (60) days before the end of the current school term.
  - .8 Reasonable effort will be made to evaluate the classroom teaching performance of a tenure teacher at least once a year; special consideration will be given tenure

- teachers who request such an evaluation. As a minimum, the classroom teaching performance of a tenure teacher will be evaluated once every three (3) years.
- .9 All formal evaluation of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- In the event that a tenured employee receives a performance rating of "Needs Improvement," the employee shall be subject to a professional development plan. The evaluator, in consultation with the employee, and taking into account the employee's ongoing professional responsibilities including the employee's regular teaching assignments, shall develop the professional development plan. The evaluator and employee will have an initial meeting to discuss the employee's performance issues as indicated from deficiencies noted in their evaluation. A second meeting will be held to finalize the professional development plan, at which time the employee may bring a District employee to provide professional support at this meeting. The professional development plan shall be developed within 30 school days of the receipt of the "Needs Improvement" rating by the teacher.
- In the event that a tenured employee receives a performance rating of "Unsatisfactory," the employee shall be subject to a remediation plan. The certified employee, the Association, a consulting teacher, and the employer all shall participate in the development of the remediation plan. The development and commencement of the remediation plan shall commence within 30 school days of the receipt of the "Unsatisfactory" rating by the teacher.
- 6.6 The evaluation plan may be changed in accordance with the Illinois School Code, 105 ILCS 5/24A-4 and state regulations. Such changes, if any, shall be developed in cooperation with the Association. The Association will appoint a committee of five (5) members to meet with five (5) District administrators to cooperate in the development of any changes to the District's evaluation plan. The parties will mutually agree on the date/time for committee meetings. Until such time, the certified employee evaluation instrument in effect during the current Agreement shall continue to be used.
- 6.7 The parties acknowledge that the procedure set forth in this Article pertains to the formal evaluation of classroom teaching performance and that nothing herein shall be construed as prohibiting or limiting the normal day-to-day observation and evaluation of a teacher's overall performance as a District employee, nor shall it hinder or limit the right of a Board to terminate the employment of a teacher under the applicable provisions of the School Code.
- 6.8 A PERA committee will be formed that will comply with the law.

## 6.9 Teacher Evaluation Unsatisfactory Rating Appeal Process

Public Act 101-591 (Senate Bill 1213) requires the Performance Evaluation Reform Act ("PERA") Joint Committee composed of equal representation selected by the school board and its teacher, or if applicable, the exclusive bargaining representative of its teachers, at least once annually, to address the requirement that the joint committee shall determine the criteria for successful appeals of unsatisfactory evaluations.

The law, at 24A-5.5 of the *Illinois School Code* (105 ILCS 5/24A-5.5) requires the following:

Beginning with the first school year following the effective date of this amendatory Act of the 101<sup>st</sup> General Assembly, each school district shall, in good faith cooperation with its teacher or, if applicable, through good faith bargaining with the exclusive bargaining representative of its teachers, develop and implement an appeals process for "unsatisfactory" ratings under Section 24A-5 that includes, but is not limited to, an assessment of the original rating by a panel of qualified evaluators agreed to by the joint committee referred to in subsection (b) of Section 24A-4 [the PERA Joint Committee] that has the power to revoke the "unsatisfactory" rating it deems to be erroneous. The joint committee shall determine the criteria for successful appeals; however, the issuance of a rating to replace an "unsatisfactory" rating must be determined through bargaining between the exclusive bargaining representative, if any, and the school district.

The Joint Committee established by Flora Community Unit School Distirct No. 35 is composed of five (5) members appointed by the Board of Education and the five (5) members appointed by the Flora Education Association, IEA/NEA.

The parties addressed the following matters as set forth in the statute during the 2021 Successor Agreement negotiations.

The membership of the panel of qualified evaluators ("POQE") for appeal of a summative evaluation rating of unsatisfactory will be selected by the PERA Joint Committee.

The panel of qualified evaluators shall be comprised of two (2) teachers and (2) administrators who are: (a) employed by the District, employed by another school district

or are retired; and (b) meet the definition of "evaluator" as defined in School Code Section 24A-2.5 or as defined in 23 IL Administrative Code 50 Subpart E, Section 50.400.

The current list of qualified administrators as POQE are: Superintendent, Flora Elementary School principals Floyd Henson Junior High principal, and Flora High School principal. The current list of qualified FUEA teachers as POQE are: Jackie Krietler, Audra Grubaugh, Amy Britton, Stephanie Slankard and Tisha Blanchard.

The PERA Joint Committee shall provide the evaluator's training to teachers selected by the Association who work within the district as defined in 23 IL Administrative Code 50 Subpart E, Section 50.400.

The evaluating administrator who issued the unsatisfactory rating and the evaluated teacher who is appealing the unsatisfactory rating shall not serve as a member of the appeal panel (POQE) or be involved in the selection of the POQE committee nor the process of the appeal.

The criteria for successful appeals of unsatisfactory evaluations:

The POQE shall sustain or revoke the evaluation rating. If the evaluation rating is revoked, the POQE shall determine and issue a replacement rating. The POQE's review and assessment should involve the following: (a) were there error(s) in the evaluation summative rating per the plan, the contract, the Illinois School Code (105 ILCS 5/24A), the Joint Committee Administrative Rule (i.e. 23 Ill. Admin. Code Part 50) and the evaluative procedures & timelines, (b) were the error(s) in the assessment and evidence that were not adhered as per the plan, contract, School Code/IL Administrative Code required (i.e. opinion, interpretation, or bias), (c) were the error(s) the cause or consequence of adverse impact of the teacher's rating due to misinterpretation or misapplication of the professional practice rating, or (d) were the error(s) determinative (i.e., would the teacher have received a higher rating if the error(s) had not been made).

The statute (105 ILCS 5/24A-5.5) also requires the development and implementation of an appeals process, which process must be collectively bargained with the collective bargaining committee. The bargaining committee established by Flora Community Unit School District No. 35 is composed of the following members appointed by the Board of Education: Superintendent Joel Hackney, Justin Cook and Jesse Brooks and the following members appointed by the Flora Education Association, IEA/NEA: Terri Kautz, Jackie Kreitler, Beth Bernahl, Audra Grubaugh, Lisa Hemrich, Sherry Phillips and IEA UniServ Director, Angela R Williams.

The following is hereby established by the bargaining committee as the process for appeals of Unsatisfactory Summative Evaluation ratings:

- 1. A teacher rated unsatisfactory on a summative evaluation after July 1, 2020 may appeal the rating by submitting a written notice of appeal to the PERA Joint Committee or designee within 10 days after receipt of the issuance of the final Summative Evaluation rating.
- 2. Upon receipt of the notice to appeal the unsatisfactory rating, the PERA Committee or designee will promptly provide to the teacher and the union representative the Notice of Appeal Form for the teacher to complete within 10 school days.

- 3. Along with the Notice of the Appeal Form, the teacher shall submit the following information to the PERA Committee or designee:
  - A letter identifying the evaluation summative rating of Unsatisfactory is being appealed.
  - A copy of the evaluation.
  - A copy of any prior evaluation the evaluates wishes to be considered.
  - A copy of any additional evidence the evaluatee wishes to be considered.
- 4. Upon receipt of the notice to appeal, the PERA Joint Committee or the designee of the Joint Committee shall convene a meeting to select to two qualified administrators and two qualified licensed staff to serve as the Panel of Qualified Evaluators for the appeal of the unsatisfactory evaluation rating.
- 5. The POQE shall convene at least twice not later than 30 days of receipt of the appeal of the evaluation summative rating of Unsatisfactory. Engaging the appeals process shall not prevent or delay the District from developing or implementing a remediation plan for the teacher issued an unsatisfactory rating. Filing an appeal does not mitigate or alter the teacher's rights in the evaluative remediation process and does not impede or exclude the teacher's participation in the development or implementation of the remediation plan (105 ILCS 5/25A-5).
- 6. The POQE shall have the power, exercised or not-exercised at the POQE's exclusive discretion, to revoke the "unsatisfactory" rating it deems to be erroneous. The POQE shall be provided any and all necessary information (i.e. evaluation plan, rubric, to assess the appeal of an original rating per the evaluation plan and correlating procedures and timelines, etc.) needed to review and assess the original summative evaluation of the unsatisfactory rating. The POQE shall have the following power (but not responsibility):
  - To collect, review, and command provision of additional evidence as it deems necessary to complete its task;
  - To require the evaluatee to appear before the POQE if the POQE commands;
  - If the evaluatee and/or union representative wishes to speak to the POQE, the POQE shall so accommodate;
  - If the POQE deems a rating should be modified, they will determine the appropriate evaluation rating for the evaluatee;
  - The decision of the POQE shall be final.
- 7. Upon its decision, the POQE shall issue a written decision evidencing its ruling.
- 8. In the event the POQE issues a rating to replace an "unsatisfactory" rating, that rating will replace the "unsatisfactory" rating. The new summative rating

determined by the POQE shall replace the previous unsatisfactory rating on the summative evaluation and all related documents including documents placed in the teacher's personnel file. Any and all development and/or implementation of the remediation plan shall stop immediately and be null and void. The remediation plan and all related documents shall be removed from the teacher's personnel file including the teacher's summative evaluation.

#### ARTICLE VII

#### TEACHER TERMINATION AND RECALL

### 7.1 Reduction in Staff

- .1 Seniority shall mean the amount of continuous service in the District. Periods of leaves of absence, other than paid sick leave, shall not be counted in determining length of service. Part-time service to the District rendered shall be prorated based on the normal school year and/or day.
- .2 If the length of service of teachers within the District shall be equal, preference shall be given by the following priorities: 1) total years of service within the District; 2) total amount of teaching experience in public schools; 3) academic preparation ranked as per horizontal placement on the salary schedule; 4) if a tie is unbroken by application of the above criteria, the tie will be broken by drawing of lots.

## .3 Sequence of Honorable Dismissal List

A list with a unique, anonymous identifier and a separate key for the associations use will be provided for the association no later than 75 calendar days prior to the end of the school year.

- .4 If the Board determines it is necessary to conduct a reduction in staff among tenured teachers, the order of such dismissals shall comply with 105 ILCS 5/24-11 and 105 ILCS 5/24-12.
- .5 Any teacher honorably dismissed pursuant to this Article shall be eligible for recall, in reverse order of dismissal, for the following school term or within one calendar year from the beginning of the following school term. Failure to respond within twenty (20) days to a notice sent by certified mail to the last address supplied by the teacher will void recall rights.

#### ARTICLE VIII

#### **EMPLOYMENT CONDITIONS**

#### 8.1 Work Year

Members of the bargaining unit shall have a work year consisting of one hundred eighty-(180) working days of which one hundred seventy-six (176) will be student attendance days. The Board may, at its option, increase this to one hundred eighty-two (182) days with the payment of the additional day/s at a daily per diem amount with said amount determined by dividing the amount shown on the salary schedule, Appendix A, of the specified year, at the teacher's respective salary step of the educational degree column by one hundred eighty (180) per day. The additional day(s) above one hundred eighty (180) shall be non-teaching workshops. The Association will be consulted on the use of the day(s) above one hundred eighty (180) however, the final determination as to the use shall remain with the Board.

## 8.2 Duty Free Lunch Period

Teachers shall be entitled to a duty-free lunch period in accordance with Section 24-9 of the School Code of Illinois.

## 8.3 Teaching Assignments

Teachers shall be given written notice of their tentative regular teaching assignments for the forthcoming school term no later than the last teacher work day of the school year. In the event of a subsequent major change in teaching assignment, the teacher will be notified promptly at the last known address. If a change in assignment is not acceptable, the teacher shall be allowed to resign without prejudice, providing the teacher submits a written resignation to the Superintendent within five (5) days of receiving notification of the change in assignment.

#### 8.4 Promotions and Transfers

- .1 Information regarding teaching positions which are available shall be posted in each attendance center for a period of at least five (5) days. During the summer vacation no posting of vacancies is required. Members of the bargaining unit interested in a transfer shall provide a written notice of such interest to the Superintendent prior to the last day of the school term. If an opening occurs during the summer vacation which is consistent with the written notice of interest provided to the Superintendent, the member will be contacted and advised of the opening.
- .2 Staff members may apply for any vacancy for which they qualify. Application shall be in writing to the Superintendent. Vacancies will not be filled on a permanent basis until the five (5) day posting period has expired. In an emergency a position

may be filled on a temporary basis but such temporary assignment shall not extend beyond the end of the semester in which the vacancy occurred.

- .3 The selection of personnel to staff a building shall be the responsibility of the Superintendent. Maintaining the quality of the educational program will be the primary consideration followed by the Superintendent in determining staff assignments.
- Involuntary transfers may be made when necessary to best utilize the staff or when the Board considers it in the best interests of the students and the District. The administration shall consult with the teacher before an involuntary transfer is made. Any teacher involuntarily transferred shall be permitted to resign without prejudice if the transfer is unacceptable to them by giving written notice to the Superintendent within five (5) days of notification of the change in assignment.

#### 8.5 **Personnel File**

Members of the bargaining unit shall have the right, upon request and at a time mutually convenient to the parties, to review the contents of their own personnel file as maintained by the District. Privileged information, such as letters of reference, shall be specifically exempted from such a review. A staff member may write a response to any material contained in their personnel file and this response will also be placed in the member's personnel file.

## 8.6 Employee Discipline

- .1 When a member of the bargaining unit is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the member's employment, the staff member shall be given reasonable prior written notice of the reasons for such meeting and shall be entitled to have a personal representative in attendance at said meeting.
- .2 The discipline of a teacher, including the issuance of a written reprimand, shall be based upon reasonable cause.
- .3 Dismissal of teachers shall be in accordance with the provisions of Section 10-22.4 of the <u>Illinois School Code</u>.

## 8.7 Teacher Responsibilities

Teachers recognize that their responsibilities involve more than the time spent in student instruction and that their professional responsibilities extend beyond the classroom and beyond the regular work day. A teacher's responsibilities include such duties as: participation in student and parent conferences; supervision of students and maintenance of student discipline; attendance in departmental, building and intra- system meetings as

scheduled; and assistance in the development of curriculum. Teachers shall exercise their professional judgment to see that the above listed responsibilities are met. In addition, teachers under contract to perform those extra duties listed in Appendix B shall exercise their professional judgment to see that their responsibilities in these areas are met.

#### 8.8 Release Time

With the approval of the Superintendent, Special Education teachers may be granted release time, up to two (2) days each school year, to evaluate students, develop IEP's and complete other reports. At the teacher's discretion, the days may be used in ½ day increments.

## 8.9 Planning Time

Each teacher in grades K-5 shall receive at least a 30 minute continuous preparation time each day while students receive instruction in art, music and physical education or other instructional programs outside the regular classroom. Pre- kindergarten, speech, special education, music, art, and physical education shall also receive at least a 30 minute continuous preparation time each day.

- .1 Each teacher in grades 6-12 shall receive at least one period per day of preparation time.
- .2 Beginning with the 2025-2026 school year, the first teacher workday of the school calendar year shall only consist of institute time, of no more than 60 consecutive minutes, followed by individual teacher classroom planning time for the remainder of the workday.

#### ARTICLE IX

#### LEAVES OF ABSENCE

## 9.1 Sick Leave

- Each member of the bargaining unit who has fewer than twenty (20) years of service in a TRS qualifying position shall be granted fourteen (14) sick leave days per school year. Each member of the bargaining unit who has served twenty (20) or more years of service in a TRS qualifying position shall be granted thirty (30) sick leave days per school year. Sick leave shall be interpreted to mean personal illness, quarantine at home, mental or behavioral health complication, or serious illness or death in the immediate family or household, birth, adoption, or placement of a child. For purposes of this Article immediate family shall be defined as: parents, spouse, domestic partner, stepparents and stepchildren, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers- in-law, sisters-in-law, aunts, uncles and legal guardians.
- .2 Serious illness is defined as being an illness which an attending physician would designate if requested as sufficiently serious to require the presence of the staff member at the bedside.
- .3 Unused sick leave may accumulate without limitation.
- .4 Staff members employed for a period of time longer or shorter than full-time teachers will be entitled to sick leave as follows:

Days Employed	Sick Leave	
30 to 45 days	04 days	
46 to 90 days	07 days	
91 to 135 days	10 days	
136 to 182 days	14 days	
183 to 227 days	18 days	
228 and greater	22 days	

- .5 The Board may require a physician's certificate as a basis for pay for personal illness after an absence of three (3) consecutive days or as it deems necessary in other cases.
- At the beginning of the school term each member of the bargaining unit shall be furnished a written statement setting forth the amount of sick leave available during the current school term.
- .7 FUEA Voluntary Employees' Sick Leave Bank

The Voluntary Certified Employees Sick Leave Bank may be used by participating employees who have Joined the sick leave bank that have exhausted their all of her/his available leave days (i.e. personal sick leave days and personal leave days). An employee who has a continuing illness or medical condition can apply to the Voluntary Certified Employees' Sick Leave Bank. The Sick Leave Bank is intended as an emergency supplement to personal accumulated sick and personal leave days that have been exhausted due to the continuing illness or medical condition of the employee.

The administration of the Sick Leave Bank shall be under strict standards of nondiscrimination for participants regardless of age, race, color, creed, sex or status with regard to the employees of the Association.

In the initial year of establishing the Sick Leave Bank (SLB) and thereafter, each certified employee can voluntarily opt to Join the Certified Sick Leave Bank. To Join the SLB, the employee must:

- A) Be a certified Flora UEA employee of the Flora Community Unit School District No. 35;
  - B) Have fourteen (14) personal sick leave days at the beginning of the school year;
  - C) Contribute 2 days of their personal sick leave to the Sick Leave Bank; and
  - D) Submit a completed Sick Leave Bank Membership Application (Appendix D) by October 1 of the school year to the Sick Leave Bank Committee to join.

Each year: employees who were not members of the Sick Leave Bank the previous year that wish to join the Sick Leave Bank must contribute 2 days of their sick leave to the Sick Leave Bank. If at the beginning of the school year, the total number of accumulated sick days In the Sick Leave Bank is 150 or above, members from the previous year will not be required to contribute days to continue participation in the Sick Leave Bank. If the number of accumulated days is between 46 and 90, then members from the previous year will be required to contribute 1 day in order to continue participation in the Sick Leave Bank. If there are 45 or fewer days remaining in the Sick Leave Bank at the beginning of the school year, any member wishing to participate must contribute 2 days to the Sick Leave Bank. Any employee that has used all of their personal sick leave and personal leave days from the previous year must contribute 2 days to continue membership for the current school year.

An employee's contribution of 1 work day when withdrawn shall be equal to the work day of the withdrawing employee (a day is a day).

An employee withdrawing from membership in the Sick Leave Bank shall not be allowed to withdraw the contributed days. Membership in the Sick Leave Bank is automatically terminated upon effective dates of resignation, retirement, or dismissal.

Participating employees may access the Sick Leave Bank for supplemental sick leave days for continuing serious personal illness, disabilities or injury upon exhaustion of all

accumulated personal and sick leave in accordance to the Procedures for the Administration of the FUEA Certified Employees' Sick Leave Bank.

The following conditions apply to the use of the Sick Leave Bank:

- The maximum number of sick leave days a staff member may withdraw from the Sick Leave Bank is Aiflaty thirty (9G 30) days per year or ene hundred e sixty (60) days in a two (2) year period.
- Any day authorized for withdrawal from the Sick Leave Bank which are not used during that school year automatically remain in the Sick Leave Bank.
- Employees who are on Board approved leaves of absence shall be ineligible to withdraw days from the Sick Leave Bank not to include Family Medical Leave, maternity/paternity or a disabling illness or accident.
- Days withdrawn from the Sick Leave Bank cannot be used retroactively. Exceptions may be made when the delay in requesting the withdrawal was unavoidable-for example, the participant was unable to submit the request due to the effects of the accident or illness.
- The Sick Leave Bank shall not be applicable to any medical procedures or leaves which could be safely deferred until vacation, recess, or other non-related day(s) or hour(s),

#### Withdrawal Procedures:

- Forms for requesting the use of the Sick Leave Bank will be maintained in the Flora District #35 Office.
- Request forms should be completed after the employee has exhausted all leaves.
- The completed SLB application form must be submitted to the Sick Leave Bank Committee for approval. Names of Sick Leave Bank Committee members will be posted annually by September 1.
- The Sick Leave Bank Committee will review the request and notify the applicant of its decision within five (5) school days.
- Decisions of the Committee relative to withdrawal request are final and not subject to the grievance procedure.

#### 9.2 Personal Leave

.1 Each full-time member of the bargaining unit shall be granted three (3) days per year for personal business. A personal business day may be used for any purpose at the discretion of the bargaining unit member. An employee planning to use a personal business leave day shall notify the principal as early as possible in advance of the leave day, and, except in emergencies, shall be at least two (2) days prior to the day of the leave.

- .2 Personal leave may not be taken during the first three (3) days of school, the last five (5) days of school, on days when final examinations or special school programs are scheduled, or on the first working day preceding or following a vacation or holiday, except in emergency and/or other unusual situations as approved by the Superintendent.
- .3 No more than four (4) members of the bargaining unit may use personal leave on the same day except in an emergency and/or other unusual situations as approved by the Superintendent.
- At the member's option unused personal leave days will be added to accumulated sick leave, or the member will be paid for the unused personal leave days at the rate of pay for a regular substitute teacher, or unused personal leave may be allowed to accumulate so the staff member will have available a total of up to five (5) days of personal leave in the following school year. No more than two (2) days of personal leave may be taken at any one time unless otherwise approved by the Superintendent.

#### 9.3 Association Leave

- .1 Designated representatives of the Association shall be allowed to attend local, state or national conferences or other meetings pertinent to Association matters without loss of salary providing the following conditions are fulfilled:
  - .1 the aggregate number of days in any school term shall not exceed eight (8) days and no one (1) person may use more than four (4) days;
  - .2 the Association will reimburse the District the cost of a substitute teacher for all days of Association Leave taken;
  - .3 except in emergencies a written request for Association leave shall be submitted to the Superintendent at least five (5) days in advance of the absence and shall state the specific purpose of the meeting, the date of the meeting and the teacher who will attend the meeting; and
  - .4 no more than four (4) members of the bargaining unit may be absent for Association leave on the same day.

#### 9.4 Professional Leave

.1 With the approval of the Superintendent, members of the bargaining unit may be permitted up to a maximum of two (2) days of leave per year for the staff member's professional improvement.

- .2 Professional leave days are to be used for job related purposes, such as: attendance at professional meetings or workshops devoted to instructional techniques and/or educational topics related to the staff member's teaching responsibilities; visitation at other schools or colleges to view other teaching techniques, programs or equipment; or similar professional experiences which will contribute to the staff member's professional growth.
- .3 A staff member planning to use a professional leave shall submit a written application to the Superintendent at least five (5) days prior to the date of the requested leave.
- At the sole discretion of the Superintendent and in addition to time off without a deduction of pay, a staff member may be entitled to full or partial reimbursement of those reasonable expenses, such as mileage, registration fees, meals, room, etc. which have been approved in advance. The Superintendent also has the discretionary authority to provide a specific expense allowance in lieu of a reimbursement of expenses.
- .5 Professional leave days may not be taken during the first or last five (5) days of school, on days when final examinations or special school programs are scheduled, or on the first working day preceding or following a vacation or holiday, unless such restriction is waived by the Superintendent.
- .6 If an administrator requires a teacher to attend a job related meeting, workshop, etc., such attendance will not be charged against the two (2) days per year that may be allowed the individual for professional leave.

## 9.5 Jury Duty

Staff members summoned to jury duty when school is in session shall receive full salary during the time the member is on jury duty provided the member pays to the District the fees received for performing jury duty service.

## 9.6 Extended Leave Without Pay

- .1 Teachers may apply for extended leave of absence for a variety of reasons. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
  - A request for a leave of absence shall be in writing to the Superintendent, and whenever possible, should be submitted at least thirty (30) days in advance of the leave.
  - .2 To be eligible for an extended leave of absence a staff member must have completed a minimum of two (2) full school terms of continuous employment in the District and attained tenure status.
  - .3 Granting of an extended leave of absence shall be at the discretion of the Board.
  - .4 Extended leaves of absence will be without pay and salary increments shall not accrue during a leave of absence.
  - .5 The initial leave period shall be limited to the duration of the current school term. Further extension of an extended leave of absence shall be at the discretion of the Board.
  - .6 Under normal circumstances teachers will return from a leave of absence either at the beginning of the school term or the beginning of the second semester unless an alternate date is mutually agreed upon.
  - .7 Accrued benefits earned at the time the leave begins shall be retained but no additional benefits shall accrue during the period of the leave. Accrued benefits shall be defined to mean tenure status, accumulated sick leave and placement on the salary schedule.
  - Staff members on extended leave shall, upon written request, be permitted to continue in the District's group insurance programs for a period of one (1) year from the date the leave begins, providing the member pays the premium and it is acceptable to the insurance carrier.
  - .9 Written notice of intention to either return or resign shall be given to the Superintendent sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation. Notice of intent to return shall not be considered as a waiver of the employee's right to submit a resignation at a later date in compliance with the <u>School Code</u>.

- .10 The Board may require a staff member on extended leave of absence to furnish a statement from a physician or a psychiatrist indicating whether a staff member is capable of returning to work.
- .11 Although staff members returning from an extended leave of absence cannot be assured of placement in the same position which they held prior to going on leave of absence, every reasonable consideration will be given to returning them to their former position.
- .2 The following listed leaves shall be considered as extended leaves of absence under the provisions of this Section of the Agreement:
  - .1 Maternity/Adoption/Child-Rearing Leave

Staff members may be granted leave of absence because of the forthcoming birth of a child, adoption of a child or for the care of a child resulting from either a birth or adoption.

## .2 Military Leave

Staff members inducted into the military service of the United States shall be granted an extended leave of absence for the period of their required military service.

#### .3 Extended Medical Leave

Staff members may apply for extended medical leave for health reasons for the remainder of a current school year. The request for such leave must be accompanied by a statement from a physician indicating that such leave is necessary for the physical or emotional well-being of the staff member.

## .4 Advanced Study Leave

Staff members may apply for a leave of absence to pursue advanced study. Requests for this leave must be submitted on or before March 1 or November 1 preceding the school semester when the leave is to begin and shall include the line of study to be pursued and the college or university to be attended. The Board will make the decision in accordance with the best interests of the School District as far as programs, students and staff are concerned.

#### .5 Personal Leave

Staff members may apply for a leave of absence for personal reasons. Staff members will not be required to state the reason for the leave. Requests for personal leave must be submitted on or before March 1 preceding the school term when the leave is to begin. Prior to April 1 the Superintendent will make a recommendation to the Board in accordance with the best interests of the School District as far as programs, students and staff are concerned.

#### 9.7 Sabbatical Leave

- .1 Teachers who have been satisfactorily employed by the District on a full-time basis for six (6) consecutive years may be granted a sabbatical leave for a period of at least four (4) school months, but not in excess of one (1) school term, for resident study, research, travel or other purposes designed to improve the school system.
- .2 Sabbatical leave shall be conditional upon a plan for resident study, research, travel or other activities proposed by the teacher and deemed by the Board to benefit the school system by improving the quality and level of experience of the teaching staff.
- .3 Before a leave is granted, the teacher shall agree in writing that if at the expiration of such leave the teacher does not return to and perform contractual, continued service in the District for at least one (1) school year after the teacher's return, all sums of money received from the Board during the sabbatical leave will be refunded to the Board, unless such return and performance is prevented by illness or incapacity.
- .4 During sabbatical leave, the teacher shall be considered to be in the employ of the District, shall have a contract and shall be paid Ten Thousand Dollars (\$10,000) if the teacher has a bachelor's degree, Eleven Thousand Dollars (\$11,000) if the teacher has a master's degree, but not less than one-half (1/2) of the teacher's basic salary, provided, however, the District shall not be held liable for death or injuries sustained by the teacher while on sabbatical leave.
- .5 During the period of sabbatical leave the teacher shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and has been approved by the Board.
- .6 Upon expiration of a sabbatical leave, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall be returned to a position equivalent to that formerly occupied.
- .7 The tenure status of a teacher on sabbatical leave shall not be affected. Further, seniority shall accrue and upon returning from sabbatical leave the teacher shall be

- restored to the same position on the salary schedule as if that teacher had worked in the District during the period of the sabbatical leave.
- .8 Reference to the "teacher's basic salary" means that individual's salary as derived from Appendix A but excluding any extracurricular pay, extended contract payments, or other salary adjustments and does not refer to the base or beginning teacher's salary from Appendix A.

#### ARTICLE X

#### COMPENSATION AND BENEFITS

## 10.1 Salary Schedule

Salary for each full-time and part-time teacher will increase 7.25% in 2024-2025, 7.25% in 2025-2026, and 7.25% in 2026-2027 on the respective salary schedule with 1 vertical step movement down for each year of the contract for three (3) years. Salary schedules reflecting this calculation for 2024-2025, 2025-2026, and 2026-2027 are set forth in Appendix Schedules A-1, A-2, and A-3, which are attached hereto and incorporated into the agreement.

The salaries of teachers employed by the School District subsequent to the 2023-2024 school year will be increased in an amount which includes such pro-rata share of the teacher's required TRS contribution (9.0%) that maintains the current established relationship between all cells on the salary schedule.

Salary schedules reflecting this calculation for 2024-2025, 2025-2026 and 2026-2027 school years are as set forth in Appendix Schedules A-1, and A-2, which are attached hereto and incorporated into this Agreement.

## Longevity

Employees who are at the top of the salary schedule within their respective vertical lane will receive longevity stipend which will be added to the teacher's respective base salary each year of the Agreement. The additional years over salary schedule are multiplied by a yearly constant and added to the employee's last step dollar figure. This yearly constant will be added to the employee's salary step dollar figure.

E.g.: Teacher with MS & Step 33 will receive: \$65,983 + [(33-30) x \$300.00]=\$66,883

 School Year:
 2024-2025
 2025-2026
 2026-2027

 Constant:
 \$300.00
 \$350.00
 \$400.00

## 10.2 Compensation for Special Assignments

The pay schedule for special and supplementary assignments shall be as set forth in Appendix Schedule B which is attached hereto and incorporated into this Agreement.

Appendix B is comprised of a list of extracurricular and academic activities and sports including but not limited to other special and supplementary assignments that employees may and do perform at a specific compensation amount that is comprised of a percent of the base salary without TRS, at step zero (0) on the BS column. Appendix B also

encompasses the longevity incentive schedule for said positions and special and supplementary assignments.

The longevity incentive is comprised of compensation for positions on Appendix B for employees of the bargaining unit who perform the work of extracurricular and academic activities and sports for said positions for an extended period of time. The longevity incentive schedule consists of the extracurricular and activities in groups numbering one (I) through fourteen (XIV). The compensation rate for each group is a percentage amount of the base salary without TRS at step 0 on the BS column of the salary schedule, Appendix A for each respective year of the agreement.

Those members of the bargaining unit who accept the responsibilities for special compensation schedule positions for an extended period of time shall have the percentage compensation for the position as set forth.

#### 10.3 Insurance

- .1 Effective September 1, 2024 for employees participating in the group health insurance plan, the District will contribute nine hundred three (\$903) per month towards the cost of individual coverage or one thousand twenty eight (\$1028) per month towards the cost of employee plus one, employee plus child, or full family coverage. For any increases in the premiums in years 2025-2026, and 2026-2027, the monthly Board's contribution for individual coverage will be equal to eighty five (85%) percent of the individual plan D. For the plans of employee plus one, employee plus child, and full family coverage, the increase of the monthly contribution shall be the same dollar amount increase as the individual plan D.
- .2 If both spouses are employed by the District and are eligible for participation in the group insurance program the District will contribute the individual contribution amount (i.e. \$367.00 as of the date of this Agreement) for each employee toward the cost of full family insurance.
- .3 Prior to any change in coverage or carrier of this group health insurance the Association will be allowed to make recommendations to the Board concerning these changes.

#### 10.4 Travel

Employees required to drive their personal automobiles in the course of their employment, or otherwise using their automobiles in authorized service to the District, shall be reimbursed at the current published IRS rate.

## 10.5 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teacher's Retirement System on behalf of each teacher, from the established compensation schedule, the required contribution of each teacher which currently is nine and four tenths percent (9.4%) of each teacher's earnings. The Board will continue to pay to TRS from future established salary schedules, on behalf of each teacher, the required percentage of the teacher's respective gross scheduled earnings. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion, and the Board and its officers shall be held harmless for claims by the IRS related to tax monies due.

For example: \$20,000 - Gross Wages as per Appendices A and B

1,880 - Board Payment to TRS (currently 9.4%)

\$18,120 - Net Taxable Income

## 10.6 Pay Options

Each employee shall have the right to receive pay on either a ten (10) month or twelve (12) month basis. Should a pay day fall on a day school is not in session during the school term the pay shall be made available to the teacher on the last preceding school day unless the last preceding school day is more than two (2) days prior to pay day, in which event the pay will be directly deposited to the teacher's bank account or mailed to the teacher not later than one business day preceding the regular pay day.

## 10.7 Retiring Teacher Salary Enhancement Program

The Retiring Teacher Salary Enhancement Program is for the purpose of recognizing the service of those teachers who have been employed by the School District for ten (10) or more years and twenty (20) or more years and is made available in exchange for an irrevocable notice of resignation and retirement. The terms of the Retiring Teacher Salary Enhancement Program are as follows:

#### .1 Qualifications

In order to be eligible for the District's Retiring Teacher Salary Enhancement Program a teacher must meet the following qualifications:

- .1 As of the date of retirement the teacher must have been employed by the Flora Community Unit School District No. 35 as a certified staff member for not less than ten (10) years.
- .2 As of the date of retirement the retiring teacher must not be participating in any retirement program which requires a payment or contribution by the District.

.3 Teachers electing to participate in the one year program shall, by no later than the first day of October of the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the current school term.

Teachers electing to participate in the two year program shall, by no later than the first day of October preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the subsequent school term.

Teachers electing to participate in the three year program shall, by no later than the first day of October two years preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the school term two years out.

Teachers electing to participate in the four year program shall, by no later than the first day of October three years preceding the year of retirement, submit to the Board of Education an irrevocable written letter of resignation and retirement advising the Board of the teacher's retirement at the end of the school term three years out.

A teacher electing the salary enhancement program must work for the District the entire years of the salary enhancement plan selected. If a teacher fails to work the entire period the teacher shall refund to the District any additional compensation received as a result of participating in the retiring teacher salary enhancement program.

## .2 Salary Enhancement

The salary enhancement provided under the terms of this program shall be as follows:

- Qualifying teachers who have been employed by the District for a minimum of twenty (20) years and applying for this salary enhancement program shall have their prior year TRS creditable earnings increased in their final year(s) of employment by six percent (6%), which includes any required contributions to TRS.
- Qualifying teachers who have been employed by the District for a minimum of ten (10) years and applying for this salary enhancement program shall have their prior year TRS credit- able earnings increased in their final year(s) of employment by an amount equal to fifty percent (50%) of any

increase which the teacher would have received if they had been employed by the District for a minimum of twenty (20) years.

- .3 For those teachers electing the two, three or four year program the calculation of the salary enhancement shall be cumulative with the calculation for each year being based upon the result of the prior year. Thus, in the second year the creditable earnings would be 106% of the 106% determined in year one.
- .4 The Board shall make the salary enhancement payment in a separate check by no later June 20th of each year the teacher participates in the Retiring Teacher Salary Enhancement Program and the amount of said payment shall be included in the teacher's gross salary for that school year as reported to the Illinois Teachers' Retirement System to insure the additional income is included in the calculation of the teacher's TRS pension.

#### .3 Other Conditions

In recognition that circumstances may change after a teacher has submitted an irrevocable letter of resignation and retirement in order to participate in the salary enhancement program, the following additional conditions are set forth:

- In emergency situations a teacher may submit to the Board a written request to withdraw the irrevocable letter of resignation and retirement. Acceptance of the request is at the sole discretion of the Board. If the request is granted the teacher will be required to reimburse the District all amounts received by the teacher under the Retiring Teacher Salary Enhancement Program in excess of what the teacher would have otherwise received in a salary increase. In addition, as a condition of allowing the teacher to withdraw the irrevocable letter of resignation and retirement the Board may require the teacher to reimburse the District lost interest income on the salary enhancement payments made to the teacher, but such lost income shall not exceed four percent (4%) per year. A teacher allowed to withdraw from the Retiring Teacher Salary Enhancement Program will not be eligible for future participation in the Program.
- .2 The calculation of the salary enhancement, as set forth above, presumes that during the year(s) in which the teacher is receiving the salary enhancement the teacher will be providing the same level of service as provided in the base year used in the calculation. It would be inequitable either for the District to require the teacher provide additional services or for the teacher to provide less services. Accordingly, the following will apply:
- a) During the years(s) in which the retiring teacher is receiving the salary enhancement the Board will not require or compel the teacher to perform

any additional duties which would otherwise increase the teacher's compensable earnings. (For example, the Board will not extend the teacher's contract or assign additional duties as set forth in Appendix B, Special Compensation Schedule.)

- b) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is voluntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will be adjusted to reflect the reduction in the level of services being provided. (For example, if a teacher participating in the salary enhancement program received \$42,000 in TRS creditable earnings in the prior year, of which \$40,000 was salary and \$2,000 was for extra duties, but in the salary enhancement year(s) voluntarily discontinues preforming the extra duty, then the six percent (6%) salary enhancement shall be based upon the \$40,000, not the \$42,000.)
- c) If, during the year(s) in which the retiring teacher is receiving the salary enhancement, the teacher is involuntarily providing less services, such as working less than full time, not responsible for an extra duty which was part of the teacher's assigned responsibility in the base year, or responsible for an extra duty paying a lesser salary than the extra duty which was part of the teacher's assigned responsibility in the base year, the calculation of the teacher's salary enhancement will not be adjusted to reflect the reduction in the level of services being provided. (For example, if a teacher participating in the salary enhancement program received \$42,000 in TRS creditable earnings in the prior year, of which \$40,000 was salary and \$2,000 was for extra duties, but in the salary enhancement year(s) the District did not assign the teacher the extra duties or assigned extra duties with lesser compensation, then the six percent (6%) salary enhancement shall be based upon the \$42,000, not the \$40,000.

## .4 Other Considerations

The parties agree that during the term of this Agreement if any new law is enacted or any regulations are issued by the Illinois Teachers Retirement System which allows employees to earn creditable earnings in excess of six percent (6.00%) in any year without penalty to the School District or exempts any payments now required to be included in the six percent (6%) limitation, the parties will reopen negotiations for the sole purpose of addressing this provision of the Agreement.

# 10.8 Post-Retirement Bonus

During the 2024-2027 school years (but not after the 2026-2027 school year), employees who have submitted an irrevocable letter of resignation and retirement in order to take advantage of the 6% retirement enhancement incentive set forth in paragraph 10.7 of the Collective Bargaining Agreement whose letter was accepted by the Board of Education shall receive a post-retirement bonus payment of \$1000 for the first year worked during the 2024-2025, 2025-2026, and 2026-2027 school years, \$2000 for the second year worked during the 2024-2025, 2025-2026, and 2026-2027 school years, and \$3000 for the third year worked during the 2024-2025, 2025-2026, and 2026-2027 school years which shall become due and payable no earlier than thirty (30) days following issuance of his or her final paycheck nor later than sixty (60) days thereafter.

For example, if a teacher submitted a letter of resignation and retirement effective July 1, 2025, she will become eligible for \$1000 in post-retirement bonus which shall be paid between 30 and 60 days following her final paycheck. If a teacher submitted a letter of resignation and retirement effective July 1, 2028, he will become eligible for \$6,000 (\$1000 + \$2000 + \$3000), paid between 30 and 60 days following his final paycheck.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. The parties hereby agree that this provision is intended to be a one-time, non-recurring bonus. The parties agree this provision (10.8) shall sunset on June 30, 2027, and status quo is hereby explicitly and expressly waived so that if no agreement is reached to extend the provisions hereof, it shall sever from this agreement and it shall be as though these paragraphs never existed within the agreement.

# 10.9 Limitation on TRS Creditable Earnings

- During the term of this Agreement no employee shall receive an increase in creditable earnings reportable to the Illinois Teacher Retirement System in excess of six percent (6%) over the employee's creditable earnings for the prior year as reported to the Illinois Teacher Retirement System. This provision shall expire at the expiration of this contract and shall not be renewed unless the parties mutually agree on a successor provision.
- .2 Exempted from this Limitation on TRS Creditable Earnings are:
  - .1 Single lane moves.

- .2 Lane movement compensation for those individuals who as of August 22, 2006 are already in an approved master's degree program.
- .3 Overload work as defined by TRS, and including summer school instruction.
- .4 Payment for the State of Illinois or the State Board of Education over which the School District has no discretion.
- .5 Compensation for those individuals who are not forty-five (45) years of age as of June 30 of the year in which the increase in their TRS creditable earnings exceed six percent (6%). Further, exemptions may be approved by the Board of Education for individuals whose known retirement age is greater than fifty-five (55) years of age.
- .6 Compensation for placement into previously existing bargaining unit positions which require additional certification.
- .7 Other situations as waived by the Board of Education, with the understanding that such waivers are on an individual basis, are at the sole discretion of the Board of Education, and are non-precedential. Situations to which this waiver could be applicable, include, but are not limited to, additional extra-duty compensation.
- .8 Those compensations requested or approved by the administration. It is understood that the District shall bear the responsibility to track compensation. It is further understood that a decision by an administrator to not assign duties which would result in a member of the bargaining unit having TRS creditable earnings in excess of six percent (6%) is not subject to the grievance procedure.
- .3 If, during the term of this agreement, any new law is enacted or any new regulations are issued by the Illinois Teacher Retirement System which allows employees to earn creditable earnings in excess of six percent (6%) in any year without penalty to the School district or exempts payments now required to be included in the six percent (6%) limitation, the parties will reopen negotiations for the sole purpose of addressing this provision in the agreement with the understanding that the creditable earnings

# 10.10 Overload Stipend (teaching on planning periods)

If an administrator assigns a teacher to teach an eighth (8<sup>th</sup>) class period, the overload assignment shall be of mutual agreement between the administrator and the teacher. The teacher agrees that the overload class assignment shall be scheduled in place of his/her

preparation period. The teacher shall be paid an extra ten (10%) percent of his/her regular scheduled salary. The extra duty class shall not be an additional study hall added to the teaching schedule. Teachers who participate in the district's retirement incentive program are ineligible for the overload stipend.

#### ARTICLE XI

#### EFFECT OF AGREEMENT

# 11.1 Complete Understanding

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

# 11.2 Savings Clause

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

#### 11.3 No Strike

- During the term of this Agreement and any extension thereof, no employee covered by this Agreement shall ever or at any time engage in any strike, slowdown or other refusal to render full and complete services to the Board or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District. Further, during the term of this Agreement and any extension thereof, neither the Association, its officers nor its agents shall instigate, support or engage in a strike, slowdown or other concerted refusal to render full and complete services or a concerted effort to disrupt the operation of the School District.
- No member of the bargaining unit shall be required to perform the normal assigned duties of striking members of other District bargaining units.
- .3 The Association, its officers and agents shall not support any employee covered by this contract who is in violation of this provision.
- .4 The Board retains its rights to seek legal or administrative relief from any violation of this provision.

# 11.4 Term of Agreement

This agreement shall be effective the first day of the 2024-2025 school term and continue in effect through the last day preceding the 2027-2028 school term.

Any item in the current Agreement that has not been proposed for change by either party shall be considered tentatively agreed to and shall be a part of the successor Agreement upon ratification and adoption by the parties.

# This Agreement is signed this 19th day of Avgust, 2024.

# IN WITNESS WHEREOF:

For the Unit Education Association of District No. 35 - IEA/NEA For the Board of Education, Flora Community Unit School District No. 35

President

Secretary

President

Secretary

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# APPENDIX A-1 FLORA COMMUNITY UNIT DISTRICT NO. 35 SALARY SCHEDULE 2024-2025

					24-2025					
Step		BS	8	16	24	MS	8	16	24	MS + 32 or EDS
0	Salary with TRS	43310	44010	44810	45292	46117	46819	47521	48223	48925
	TRS	3898	3961	4033	4076	4151	4214	4277	4340	4403
	Salary without TRS	39412	40049	40777	41216	41966	42605	43244	43883	44522
1	Salary with TRS	44240	44941	45741	46223	47048	47750	48452	49154	49856
	TRS	3982	4045	4117	4160	4234	4297	4361	4424	4487
	Salary without TRS	40258	40896	41624	42063	42814	43452	44092	44730	45369
2	Salary with TRS	45170	45872	46672	47154	47979	48681	49383	50085	50787
MARIE LIMITOR	TRS	4065	4128	4200	4244	4318	4381	4444	4508	4571
	Salary without TRS	41105	41743	42472	42910	43661	44300	44939	45577	46216
3	Salary with TRS	46101	46804	47603	48084	48911	49612	50314	51017	51719
	TRS	4149	4212	4284	4328	4402	4465	4528	4592	4655
"PT-"	Salary without TRS	41952	42592	43319	43757	44509	45147	45786	46425	47064
4	Salary with TRS	47033	47735	48534	49016	49842	50544	51246	51948	52650
	TRS	4233	4296	4368	4411	4486	4549	4612	4675	4739
e es amero mas	Salary without TRS	42800	43439	44166	44605	45356	45995	46634	47272	47912
5	Salary with TRS	47963	48665	48714	49946	50772	51474	52176	52877	
dar dames_ass	TRS	4317	4380	4384	4495	4569	4633	4696	4759	53580 4822
	Salary without TRS	43647	44285	44330	45451	C Ar. Ar. C. Ar.				
6	Salary with TRS	48893	49595		· · · · · · · · · · · · · · · · · · ·	46203	46841	47480	48118	48758
	Drawn Co	A		50297	50876	51702	52403	53106	53808	54511
e	TRS	4400	4464	4527	4579	4653	4716	4780	4843	4906
	Salary without TRS	44493	45131	45770	46297	47049	47687	48326	48966	49605
. 7	Salary with TRS	49825	50527	51229	51932	52633	53335	54038	54739	55442
	TRS	4484	4547	4611	4674	4737	4800	4863	4927	4990
	Salary without TRS	45341	45979	46618	47258	47896	48535	49175	49813	50452
	Salary with TRS	50755	51457	52159	52861	53564	54265	54968	55670	56373
	TRS	4568	4631	4694	4758	4821	4884	4947	5010	5074
*	Salary without TRS	46187	46826	47465	48104	48743	49381	50021	50660	51299
9	Salary with TRS	51687	52387	53091_	53793	54494	55196	55899	56600	57303
	TRS	4652	4715	4778	4841	4904	4968	5031	5094	5157
	Salary without TRS	47035	47672	48313	48952	49589	50229	50868	51506	52145
10	Salary with TRS	52617	53319	54022	54723	55426	56128	56830	57532	58235
	TRS	4736	4799	4862	4925	4988	5052	5115	5178	5241
	Salary without TRS	47881	48521	49160	49798	50437	51077	51715	52354	52993
11	Salary with TRS	53548	54249	54952	55654	56356	57058	57761	58462	59164
we was a	TRS	4819	4882	4946	5009	5072	5135	5198	5262	5325
	Salary without TRS	48728	49367	50006	50645	51284	51923	52562	53200	53840
12	Salary with TRS	54479	55181	55884	56585	57288	57990	58690	59394	60096
	TRS	4903	4966	5030	5093	5156	5219	5282	5345	5409
	Salary without TRS	49576	50215	50854	51492	52132	52771	53408	54049	54688
13	Salary with TRS	55410	56111	56814	57516	58217	58920	59622	60325	61026
	TRS	4987	5050	5113	5176	5240	5303	5366	5429	5492
	Salary without TRS	50423	51061	51700	52340	52978	53617	54256	54896	55534
14	Salary with TRS	56339	57042	57744	58446	59148	59852	60552	61255	61957
	TRS	5071	5134	5197	5260	5323	5387	5450	5513	5576
	Salary without TRS	51269	51908	52547	53186	53825	54465	55103	55742	56381
15	Salary with TRS	57272	57974	58675	59378	60080	60782	61484	62187	62888
r_rx uzrrun	TRS	5154	5218	5281	5344	5407	5470	5534	5597	5660
	Salary without TRS	52117	52756	53395	54034	54673	55311	55951	56590	
16	Salary with TRS	58201	58904	59606	60308	61010	61713		\$	57228
40	TRS	Same were reflected a Talestand.	and the second second second			or IDAN mayor ma	the same against the same and	62414	63117	63819
	Salary without TRS	5238	5301	5365	5428	5491	5554	5617	5680	5744

Salary with TRS TRS Salary without TRS Salary without TRS Salary without TRS TRS Salary with TRS Salary with TRS TRS Salary with TRS Salary with TRS Salary with TRS	59132 5322 53810 60063 5406 54658 60994 5489 55505 61926 5573 56353 62856 5657 57199 63787 5741 58046 64718	59835 5385 54450 60766 5469 55297 61697 5553 56144 62626 5636 56990 63558 5720 57838 64488 5804 58684	60536 5448 55088 61468 5532 55936 62398 5616 56782 63329 5700 57629 64260 5783 58477 65191	61239 5511 55727 62171 5595 56575 63101 5679 57421 64033 5763 58270 64962 5847 59116	61941 5575 56366 62872 5658 57214 63803 5742 58061 64733 5826 58907 65665	62643 5638 57005 63575 5722 57853 64504 5805 58699 65435 5889 59546 66366	63345 5701 57644 64277 5785 58492 65207 5869 59338 66138 5952 60185	64048 5764 58283 64978 5848 59130 65909 5932 59978 66839 6016 60824	64749 5827 58922 65681 5911 59770 66611 5995 60616 67542 6079 61463
Salary without TRS Salary with TRS TRS Salary with TRS Salary with TRS TRS Salary without TRS Salary without TRS Salary without TRS TRS Salary without TRS TRS Salary without TRS TRS Salary with TRS TRS Salary without TRS Salary without TRS TRS Salary with TRS TRS Salary with TRS TRS Salary without TRS Salary without TRS TRS Salary with TRS TRS Salary with TRS	53810 60063 5406 54658 60994 5489 55505 61926 5573 56353 62856 5657 57199 63787 5741 58046 64718	54450 60766 5469 55297 61697 5553 56144 62626 5636 56990 63558 5720 57838 64488 5804	55088 61468 5532 55936 62398 5616 56782 63329 5700 57629 64260 5783 58477	55727 62171 5595 56575 63101 5679 57421 64033 5763 58270 64962 5847	56366 62872 5658 57214 63803 5742 58061 64733 5826 58907	57005 63575 5722 57853 64504 5805 58699 65435 5889 59546	57644 64277 5785 58492 65207 5869 59338 66138 5952 60185	58283 64978 5848 59130 65909 5932 59978 66839 6016	58922 65681 5911 59770 66611 5995 60616 67542 6079
Salary with TRS TRS Salary without TRS Salary with TRS TRS Salary without TRS Salary with TRS TRS Salary without TRS Salary without TRS Salary without TRS TRS Salary without TRS TRS Salary with TRS	60063 5406 54658 60994 5489 55505 61926 5573 56353 62856 5657 57199 63787 5741 58046 64718	60766 5469 55297 61697 5553 56144 62626 5636 56990 63558 5720 57838 64488 5804	61468 5532 55936 62398 5616 56782 63329 5700 57629 64260 5783 58477	62171 5595 56575 63101 5679 57421 64033 5763 58270 64962 5847	62872 5658 57214 63803 5742 58061 64733 5826 58907	63575 5722 57853 64504 5805 58699 65435 5889 59546	64277 5785 58492 65207 5869 59338 66138 5952 60185	64978 5848 59130 65909 5932 59978 66839 6016	65681 5911 59770 66611 5995 60616 67542 6079
TRS Salary without TRS Salary with TRS TRS Salary with TRS TRS Salary with TRS TRS Salary without TRS Salary without TRS TRS Salary without TRS TRS Salary without TRS TRS Salary with TRS	5406 54658 60994 5489 55505 61926 5573 56353 62856 5657 57199 63787 5741 58046 64718	5469 55297 61697 5553 56144 62626 5636 56990 63558 5720 57838 64488 5804	5532 55936 62398 5616 56782 63329 5700 57629 64260 5783 58477	5595 56575 63101 5679 57421 64033 5763 58270 64962 5847	5658 57214 63803 5742 58061 64733 5826 58907	5722 57853 64504 5805 58699 65435 5889 59546	5785 58492 65207 5869 59338 66138 5952 60185	5848 59130 65909 5932 59978 66839 6016	5911 59770 66611 5995 60616 67542 6079
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Salary without TRS TRS Salary with TRS Salary without TRS TRS Salary with TRS TRS Salary without TRS TRS TRS Salary without TRS TRS Salary without TRS TRS Salary with TRS TRS Salary with TRS	55505 61926 5573 56353 62856 5657 57199 63787 5741 58046 64718	56144 62626 5636 56990 63558 5720 57838 64488 5804	56782 63329 5700 57629 64260 5783 58477	57421 64033 5763 58270 64962 5847	58061 64733 5826 58907	58699 65435 5889 59546	59338 66138 5952 60185	59978 66839 6016	60616 67542 6079
Salary with TRS TRS Salary without TRS Salary with TRS TRS Salary without TRS TRS TRS Salary without TRS TRS Salary without TRS TRS Salary with TRS TRS Salary with TRS	61926 5573 56353 62856 5657 57199 63787 5741 58046 64718	62626 5636 56990 63558 5720 57838 64488 5804	63329 5700 57629 64260 5783 58477	64033 5763 58270 64962 5847	64733 5826 58907	65435 5889 59546	66138 5952 60185	66839 6016	67542 6079
TRS Salary without TRS TRS Salary without TRS Salary without TRS TRS Salary with TRS TRS Salary without TRS Salary without TRS TRS Salary with TRS	5573 56353 62856 5657 57199 63787 5741 58046 64718	5636 56990 63558 5720 57838 64488 5804	5700 57629 64260 5783 58477	5763 58270 64962 5847	5826 58907	5889 59546	5952 60185	6016	6079
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Salary with TRS TRS Salary without TRS Salary with TRS TRS Salary without TRS	63787 5741 58046 64718	64488 5804		59116	5910	5973	6036	6099	6163
TRS Salary without TRS Salary with TRS TRS Salary without TRS	57 <b>41</b> 58046 64718	5804	65191		59755	60393	61033	61672	62311
alary without TRS Salary with TRS TRS alary without TRS	58046 64718	to a series of the series		65893	66595	67297	68000	68701	69404
Salary with TRS TRS alary without TRS	64718	5 X 6 X /I	5867	5930	5994	6057	_6120	6183	6246
TRS alary without TRS			59324	59963	60601	61240	61880	62518	63157
alary without TRS		65420	66123	66824	67527	68229	68930	69633	70336
a commence of the contract of the second of the con-	5825	5888	5951	6014	6077	6141	6204	6267	6330
Colored with TDC	58893	59533	60172	60810	61449	62089	62726	63366	64005
	65649	66350	67053	67755	68457	69159	69862	70563	71265
TRS	5908	5972	6035	6098	6161	6224	6288	6351	6414
alary without TRS	59740	60379	61018	61657	62296	62935	63574	64212	64852
Salary with TRS	66579	67281	67984	68685	69388	70090	70791	71494	72196
TRS	5992	6055	6119	6182	6245	6308	6371	6434	6498
alary without TRS	60587	61226	61865	62503	63143	63782	64420	65059	65699
Salary with TRS	67511	68212	68995	69617	70318	71021	71723	72426	73127
TRS	6076	6139	6210	6266	6329	6392	6455	6518	6581
alary without TRS	61435	62073	62785	63352	63990	64629	65268	65908	66546
Salary with TRS		69143	69845	70547	71249	71952	72653	73356	74058
TRS		6223	6286	6349	6412	6476	6539	6602	6665
alary without TRS		62920	63559	64198	64837	65476	66114	66754	67393
Salary with TRS			70775	71478	72180	72882	73584	74287	74988
TRS		3	6370	6433	6496	6559	6623	6686	6749
alary without TRS	IONL TO THE INTERNATION	one particular to the man to a .	64406	65045	65684	66322			68239
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# NOTES:

- 1) Includes teachers' contribution payment to Teachers' Retirement System.
- A member of the bargaining unit with less than a Master's Degree who earns a minimum of eight (8) semester hours of approved graduate credit and thereby achieves an educational level of at least a BS+32, but has not received a Master's Degree, will be entitled to a salary increase of \$430 over his/her proper placement in the BS+24 column. Once the BS+32 has been achieved the \$430 salary increase over the BS+24 placement continues on an annual basis.

# APPENDIX A-2 FLORA COMMUNITY UNIT DISTRICT NO.35 SALARY SCHEDULE 2025-2026

Step	ON MARKET MARK TO MARKET THE TOTAL TO SERVICE THE TOTAL TO SERVICE THE TOTAL TOTAL TO SERVICE THE TOTAL TOTAL TO SERVICE THE TOTAL T	BS	8	1.6	24	MS	8	16	24	MS + 32 or EDS
0	Salary with TRS	45453	46203	47061	47578	48462	49215	49968	50721	51474
,	TRS	4091	4158	4235	4282	4362	4429	4497	4565	4633
	Salary without TRS	41362	42045	42826	43296	44100	44786	45471	46156	46841
1	Salary with TRS	46450	47201	48059	48576	49460	50213	50966	51719	52472
	TRS	4180	4248	4325	4372	4451	4519	4587	4655	4722
	Salary without TRS	42269	42953	43733	44204	45009	45694	46379	47064	47750
2	Salary with TRS	47447	48199	49057	49574	50459	51212	51965	52717	53471
	TRS	4270	4338	4415	4462	4541	4609	4677	4745	4812
	Salary without TRS	43177	43861	44642	45112	45918	46603	47288	47973	48658
3	Salary with TRS	48445	49198	50056	50572	51458	52210	52964	53716	54469
	TRS	4360	4428	4505	4551	4631	4699	4767	4834	4902
	Salary without TRS	44085	44770	45551	46021	46827	47511	48197	48881	49567
4	Salary with TRS	49444	50197	51054	51571	52457	53209	53962	54715	55469
	TRS	4450	4518	4595	4641	4721	4789	4857	4924	4992
1 1 4 10 1 1 1 MOST WIL	Salary without TRS	44994	45679	46459	46929	47736	48420	49105	49791	50477
5	Salary with TRS	50443	51196	52053	52570	53456	54208	54962	55714	56467
<del>-</del>	TRS	4540	4608	4685	4731	4811	4879	4947	5014	5082
r ar arama w roups	Salary without TRS	45903	46588	47368	47839	48645	49329	50015	50700	51385
6	Salary with TRS	51441	52193	52246	53567	54453	55205	55959	56711	57465
	TRS	4630	4697	4702	4821	4901	4968	5036	5104	5172
	Salary without TRS	46811	47496	47544	48746	49552	50237	50923	51607	52293
7	Salary with TRS	52438	53190	53944	54565	55450	56203	56956		
. 7	TRS	4719	4787	4855	4911	4991	5058	A SECOND WITH A SECOND	57710	58463
mer to a comment design	Salary without TRS	14			Action to the second	4		5126	5194	5262
0	Salary with TRS	47718	48403 54190	49089	49654	50460	51144	51830	52516	53201
8	TRS	53437 4809	4877	54943 4945	55697	56449	57202	57956	58708	59461
	Andrew Committee			20	5013	5080	5148	5216	5284	5352
	Salary without TRS	48628	49313	49998	50684	51368	52054	52740	53424	54110
9	Salary with TRS	54435	55188	55940	56694	57447	58200	58953	59706	60460
AND THE PERSON OF THE PERSON O	TRS	4899	4967	5035	5102	5170	5238	5306	5374	5441
**************************************	Salary without TRS	49536	50221	50906	51591	52277	52962	53647	54333	55018
10	Salary with TRS	55434	56185	56940	57693	58445	59198	59951	60704	61457
w ** ··	TRS	4989	5057	5125	5192	5260	5328	5396	5463	5531
Litter Management and	Salary without TRS	50445	51129	51815	52501	53185	53870	54556	55240	55926
11	Salary with TRS	56432	57185	57938	58691	59444	60198	60950	61703	62457
	TRS	5079	5147	5214	5282	5350	5418	5485	5553	5621
	Salary without TRS	51353	52038	52724	53409	54094	54780	55464	56150	56836
12	Salary with TRS	57430	58182	58936	59689	60441	61195	61948	62700	63454
	TRS	5169	5236	5304	5372	5440	5508	5575	5643	5711
cont. All manufacture	Salary without TRS	52261	52946	53631	54317	55002	55687	56373	57057	57743
13	Salary with TRS	58428	59182	59935	60688	61441	62194	62945	63700	64453
	TRS	5259	5326	5394	5462	5530	5597	5665	5733	5801
	Salary without TRS	53170	53855	54541	55226	55911	56597	57280	57967	58653
14	Salary with TRS	59427	60179	60933	61686	62438	63192	63945	64698	65451
	TRS	5348	5416	5484	5552	5619	5687	5755	5823	5891
	Salary without TRS	54078	54763	55449	56134	56819	57504	58190	58876	59560
15	Salary with TRS	60424	61178	61931	62683	63437	64191	64942	65696	66449
	TRS	5438	5506	5574	5641	5709	5777	5845	5913	5980
mark American	Salary without TRS	54986	55672	56357	57042	57727	58414	59098	59783	60469
16	Salary with TRS	61424	62177	62929	63683	64436	65188	65942	66695	67448
	TRS	5528	5596	5664	5731	5799	5867	5935	6003	6070
	Salary without TRS	55896	56581	57266	57951	58637	59322	60007	60693	61377

17	Salary with TRS	62421	63174	63928	64680	65433	66187	66939	67693	68446
ne see -	TRS	5618	5686	5754	5821	5889	5957	6025	6092	6160
	Salary without TRS	56803	57489	58174	58859	59544	60230	60915	61600	62286
18	Salary with TRS	63419	64173	64925	65678	66432	67184	67938	68691	69443
	TRS	5708	5776	5843	5911	5979	6047	6114	6182	6250
	Salary without TRS	57712	58397	59082	59767	60453	61138	61823	62509	63193
19	Salary with TRS	64418	65171	65925	66678	67430	68184	68937	69689	70443
	TRS	5798	5865	5933	6001	6069	6137	6204	6272	6340
ANNANCE - MARKETAN	Salary without TRS	58620	59306	59991	60677	61362	62047	62733	63417	64103
20	Salary with TRS	65416	66170	66922	67675	68429	69181	69934	70688	71440
*******	TRS	5887	5955	6023	6091	6159	6226	6294	6362	6430
	Salary without TRS	59529	60214	60899	61585	62270	62955	63640	64326	65011
21	Salary with TRS	66416	67167	67920	68675	69426	70179	70933	71685	72439
	TRS	5977	6045	6113	6181	6248	6316	6384	6452	6519
	Salary without TRS	60438	61122	61808	62494	63178	63863	64549	65233	65919
22	Salary with TRS	67413	68166	68919	69672	70426	71178	71931	72685	73438
	TRS	6067	6135	6203	6270	6338	6406	6474	6542	6609
	Salary without TRS	61346	62032	62716	63402	64087	64772	65457	66143	66829
23	Salary with TRS	68411	69164	69917	70671	71423	72176	72930	73682	74435
	TRS	6157	6225	6293	6360	6428	6496	6564	6631	6699
m. 1. m	Salary without TRS	62254	62939	63625	64310	64995	65680	66366	67051	67736
24	Salary with TRS	69410	70163	70917	71669	72422	grand in the market and the same	, year 1991 10 year 11	as the second second second	THE PERSON CONTRACTOR
44	TRS	6247	6315	6383	6450		73176	73927	74682	75435
	Salary without TRS	63163	63849	64534	7.5	6518	6586	6653	6721	6789
25	Salary with TRS		· · · · · · · · · · · · · · · · · · ·	the second standard of	65219	65904	66590	67274	67960	68646
	William - State of the following and a second a second and a second and a second and a second and a second an	70408	71161	71914	72667	73420	74173	74927	75679	76432
	TRS	6337	6404	6472	6540	6608	6676	6743	6811	6879
36	Salary without TRS	64072	64756	65442	66127	66812	67498	68183	68868	69553
26	Salary with TRS	71406	72159	72912	73665	74418	75172	75924	76677	77431
	TRS	6427	6494	6562	6630	6698	6765	6833	6901	6969
	Salary without TRS	64979	65665	66350	67035	67720	68406	69091	69776	70462
27	Salary with TRS	washington to the owner.	73157	73997	74664	75417	76170	76923	77677	78429
	TRS	ar ex am ser am .	6584	6660	6720	6787	6855	6923	6991	7059
ANDROVE, SETTEMBER	Salary without TRS		66573	67337	67944	68629	69315	70000	70686	71370
28	Salary with TRS			74909	75662	76415	77168	77921	78674	79427
Oracylorica was	TRS	A.M. nelliketten liitte ette	da	6742	6810	6877	6945	7013	7081	7148
.wom -can-herr	Salary without TRS	nde wie ward with the first teams.		68167	68852	69538	70223	70908	71593	72279
29	Salary with TRS		Mar of the Common Commo	75907	76660	77413	78166	78919	79672	80425
	TRS			6832	6899	6967	7035	7103	7171	7238
	Salary without TRS			69075	69761	70446	71131	71816	72502	73187
30	Salary with TRS	Contradictor of African Co		SAFE STATE OF STATE OF	77658	78412	79165	79918	80671	81424
ge styere	TRS		m		6989	7057	7125	7193	7260	7328
	Salary without TRS	· · · · · · · · · · · · · · · · · · ·			70669	71355	72040	72725	73411	74096
31	Salary with TRS					79410	80163	80916	81669	82422
n danisher in	TRS					7147	7215	7282	7350	7418
V-1	Salary without TRS					72263	72948	73633	74319	75004
32	Salary with TRS					80408	81161	81914	82667	83420
and a second to the second of	TRS		and the second second specific second	The Administration of the St. of the Administration of the St. of		7237	7304	7372	7440	7508
brance age. W. fr	Salary without TRS		*************************************			73171	73856	74542	75227	75912
33	Salary with TRS	a L. 2012 - Laborator V. 2000 - 1 2007				81407	82159	82913	83666	84418
000 - 100 - 100 - 100 - 100 C	TRS	announce of the franchistic of the state of	AMERICAN A. A. C.	andre greet age and the	Selection of District on State Case of	7327	7394	7462	7530	7598
	Salary without TRS					74080	74765	75451	76136	76821

# NOTES:

- 1) Includes teacher's contribution payment to Teachers' Retirement System.
- A member of the bargaining unit with less than a Master's Degree who earns a minimum of eight (8) semester hours of approved graduate credit and thereby achieves an educational level of at least a BS+32, but has not received a Master's Degree, will be entitled to a salary increase of \$430 over his/her proper placement in the BS+24 column. Once the BS+32 has been achieved the \$430 salary increase over the BS+24 placement continues on an annual basis.

# APPENDIX A-3 FLORA COMMUNITY UNIT DISTRICT NO.35 SALARY SCHEDULE 2026-2027

Step	- Jungger Control of the Control of	BS	8	16	24	MS	8	16	24	MS + 32 or EDS
0	Salary with TRS	47678	48483	49403	49957	50905	51713	52521	53328	54136
	TRS	4291	4363	4446	4496	4581	4654	4727	4800	4872
	Salary without TRS	43387	44120	44957	45461	46324	47059	47794	48528	49264
1	Salary with TRS	48748	49553	50473	51027	51975	52783	53591	54398	55206
	TRS	4387	4460	4543	4592	4678	4750	4823	4896	4969
	Salary without TRS	44361	45093	45930	46435	47298	48033	48768	49502	50237
2	Salary with TRS	49818	50623	51543	52097	53046	53854	54661	55469	56276
	TRS	4484	4556	4639	4689	4774	4847	4920	4992	5065
*****************	Salary without TRS	45334	46067	46904	47409	48272	49007	49742	50477	51211
3	Salary with TRS	50887	51694	52614	53168	54118	54925	55733	56539	57347
Market	TRS	4580	4652	4735	4785	4871	4943	5016	5089	5161
	Salary without TRS	46307	47041	47879	48383	49247	49981	50717	51451	52186
4	Salary with TRS	51958	52764	53685	54239	55189	55995	56803	57610	58418
·/* .g. ·	TRS	4676	4749	4832	4881	4967	5040	5112	5185	5258
	Salary without TRS	47281	48016	48853	49357	50222	50956	51691	52425	53161
5	Salary with TRS	53028	53836	54756	55309	56261	57066	57874	58682	59490
	TRS	4773	4845	4928	4978	5063	5136	5209	5281	5354
, og , in twee 1980 aller	Salary without TRS	48256	48991	49828	50332	51197	51930	52666	53401	54136
6	Salary with TRS	54100	54907	55826	56381	57331	58138	58946	59753	60561
Anna William Edition	TRS	4869	4942	5024	5074	5160	5232	5305	5378	5450
	Salary without TRS	49231	49966	50802	51307	52172	52906	53641	54375	55111
7	Salary with TRS	55170	55977	56034	57451	58401	59208	60016	60823	61631
	TRS	4965	5038	5043	5171	5256	5329	5401	5474	5547
and the same	Salary without TRS	50205	50939	50991	52280	53145	53879	54614	55349	56084
8	Salary with TRS	56240	57046	57854	58521	59471	60277	61085	61893	62701
. 27 /	TRS	5062	5134	5207	5267	5352	5425	5498	5570	5643
	Salary without TRS	51178	51912	52648	53254	54118	54852	55588	56323	57058
9	Salary with TRS	57312	58118	58927	59735	60541	61349	62157	62964	63772
	TRS	5158	5231	5303	5376	5449	5521	5594	5667	5740
	Salary without TRS	52154	52888	53623	54358	55093	55828	56563	57297	
10	Salary with TRS	58381	59189	59996	60804	61612	62419	63227	Contract Transferrence Contract Contrac	58033
.17	TRS	5254	5327	5400	5472	5545	5618	5690	64035 5763	64843
	Salary without TRS	53127	53862	54596	55332	56067	56801	57537	58272	5836
11	Salary with TRS	59453	60259	61068	61876	62682	63490	Paris		59007
	TRS	5351	5423	5496	1		7	64298	65105	65913
	Salary without TRS	54102	54836	55572	5569 56307	5641 570 <b>4</b> 0	5714	5787	5859	5932
12	Salary with TRS	60523	61331	62139	62946	2. umpm 2. ur.,	57776 64562	58511	59245	59981
	TRS	5447	5520		the same of the state of the same of the s	63754		65369	66177	66985
A	Salary without TRS	55076		5593	5665	5738	5811	5883	5956	6029
47		**** *** *** *** ****	55811	56546	57281	58016	58751	59485	60221	60956
13	Salary with TRS TRS	61594	62400	63209	64017	64823	65631	66439	67246	68054
	rangi raman rang menganan rang ranggaran ranggaran ranggaran ranggaran ranggaran ranggaran ranggaran ranggaran	5543	5616	5689	5761	5834	5907	5980	6052	6125
1.4	Salary without TRS	56050	56784	57520	58255	58989	59725	60460	61194	61929
14	Salary with TRS	62664	63473	64281	65087	65895	66703	67509	68318	69126
	TRS	5640	5713	5785	5858	5931	6003	6076	6149	6221
	Salary without TRS	57025	57760	58495	59230	59965	60700	61433	62170	62905
15	Salary with TRS	63735	64542	65350	66158	66965	67773	68581	69389	70196
····	TRS	5736	5809	5882	5954	6027	6100	6172	6245	6318
meanwria w	Salary without TRS	57999	58733	59469	60204	60938	61673	62409	63144	63878
16	Salary with TRS	64805	65613	66421	67228	68036	68845	69651	70459	71267
	TRS	5832	5905	5978	6050	6123	6196	6269	6341	6414
	Salary without TRS	58972	59708	60443	61177	61913	62649	63382	64117	64853

17	Salary with TRS	65877	66685	67492	68300	69108	69915	70723	71531	72338
	TRS	5929	6002	6074	6147	6220	6292	6365	6438	6510
	Salary without TRS	59948	60683	61417	62153	62888	63622	64358	65093	65827
18	Salary with TRS	66946	67755	68563	69369	70177	70985	71792	72600	73408
	TRS	6025	6098	6171	6243	6316	6389	6461	6534	6607
	Salary without TRS	60921	61657	62392	63126	63861	64597	65331	66066	66802
19	Salary with TRS	68017	68825	69632	70440	71248	72055	72863	73671	74478
	TRS	6122	6194	6267	6340	6412	6485	6558	6630	6703
	Salary without TRS	61896	62631	63365	64101	64836	65570	66305	67041	67775
20	Salary with TRS	69088	69896	70704	71512	72319	73127	73935	74742	75550
	TRS	6218	6291	6363	6436	6509	6581	6654	6727	6799
	Salary without TRS	62870	63605	64341	65076	65810	66546	67281	68015	
21	Salary with TRS	70159	70967	71774	72582	73390				68750
	TRS	6314	6387	6460	6532	· · · · · · · · · · · · · · · · · · ·	74197	75005	75813	76620
	Salary without TRS		The same of a colony		P	6605	6678	6750	6823	6896
22		63845	64580	65314	66049	66785	67519	68254	68990	69724
22	Salary with TRS	71231	72037	72845	73654	74459	75267	76075	76882	77690
20.14em 200 W. 400	TRS Salary without TRS	6411	6483	6556	6629	6701	6774	6847	6919	6992
33	and fine the arm and the arms are arms are a complete a fine and are are	64820	65553	66289	67025	67758	68493	69229	69963	70698
23	Salary with TRS	72301	73109	73915	74723	75531	76338	77146	77954	78762
	TRS	6507	6580	6652	6725	6798	6870	6943	7016	7089
	Salary without TRS	65793	66529	67263	67998	68734	69468	70203	70938	71674
24	Salary with TRS	73371	74178	74986	75794	76601	77409	78217	79024	79832
	TRS	6603	6676	6749	6821	6894	6967	7040	7112	7185
····	Salary without TRS	66768	67502	68237	68973	69707	70442	71178	71912	72647
25	Salary with TRS	74442	75250	76058	76865	77673	78481	79287	80096	80904
	TRS	6700	6773	6845	6918	6991	7063	7136	7209	7281
	Salary without TRS	67742	68478	69213	69947	70682	71418	72151	72887	73623
26	Salary with TRS	75513	76320	77128	77936	78743	79551	80359	81166	81974
	TRS	6796	6869	6942	7014	7087	7160	7232	7305	7378
	Salary without TRS	68717	69451	70186	70922	71656	72391	73126	73861	74596
27	Salary with TRS		77391	78199	79005	79813	80621	81428	82236	83044
	TRS		6965	7038	7110	7183	7256	7329	7401	7474
- man to a respect to the	Salary without TRS	Note the warming of the pro-	70425	71161	71895	72630	73366	74100	74835	75570
28	Salary with TRS	68 - 15 6 L		79362	80077	80884	81692	82500	83308	84115
monmon	TRS	of Maria and Laborat		7143	7207	7280	7352	7425	7498	7570
	Salary without TRS	Alfredia A.M.Arreda	*****************	72219	72870	73605	74340	75075	The same of the sa	
29	Salary with TRS	. m. J. A		80340	81147	81955	82763	83570	75811	76545
	TRS	nga a manang gapang	avaranossa e cameros	7231	the second of the second of the				84378	85186
2 m	Salary without TRS				7303	7376	7449	7521	7594	7667
20	, , , , , , , , , , , , , , , , , , , ,			73110	73844	74579	75314	76049	76784	77519
30	Salary with TRS	w \		- various	82218	83026	83833	84641	85449	86256
	TRS				7400	7472	7545	7618	7690	7763
	Salary without TRS				74818	75554	76288	77023	77758	78493
31	Salary with TRS					84097	84905	85712	86520	87328
r se waaren er en er	TRS			me = commerci rama en co		7569	7641	7714	7787	7859
	Salary without TRS		· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		76528	77263	77997	78733	79468
32	Salary with TRS		e and the property company	·		85167	85974	86782	87590	88397
	TRS					7665	7738	7810	7883	7956
	Salary without TRS					77502	78237	78972	79707	80441
33	Salary with TRS	an a war . be.ev	the way a state.	national articles and the	man for two and the second second	86237	87045	87853	88660	89468
	TRS					7761	7834	7907	7979	8052
	Salary without TRS					78476	79211	79946	80681	81416

# NOTES:

- 1) Includes teacher's contribution payment to Teachers' Retirement System
- A member of the bargaining unit with less than a Master's Degree who earns a minimum of eight (8) semester hours of approved graduate credit and thereby achieves an educational level of at least a BS+32, but has not received a Master's Degree, will be entitled to a salary increase of \$430 over his/her proper placement in the BS+24 column. Once the BS+32 has been achieved the \$430 salary increase over the BS+24 placement continues on an annual basis.

# APPENDIX B FLORA COMMUNITY UNIT SCHOOL DISTRICT NO. 35 Special Compensation Schedule 2024-2027

Group I HS Boys' Basketball HS Girls' Basketball HS Head Football HS Head Volleyball	15.0%	Group VII HS Musical/Drama JH Cheerleader Coach HS Student Council	<b>5.5%</b>
Group II HS Band Director HS Asst. Boys' Basketball HS Asst. Girls' Basketball HS Asst. Football	9.0%	Group VIII HS Golf JH Boys' Track JH Girls' Track JH Volleyball (8 <sup>th</sup> )	5.0%
JH Athletic Director  Group III  8th Grade Boys' Basketball 8th Grade Girls' Basketball	8.5%	Group IX 6th Boys' Basketball 6th Girls' Basketball HS FFA	4.5%
HS Baseball HS Softball		Group X HS FCCLA Elem. Band Director	4.0%
<b>Group IV</b> JH Band Director	8.0%	JH Volleyball (7 <sup>th</sup> )	
HS Scholastic Bowl HS Asst. Volleyball Enrichment High School Cheerleading-E	Basketball	Group XI HS National Honor So JH Scholastic Bowl JH Baseball JH Softball	3.0% ociety
Group V HS Boys' Tennis HS Girls' Tennis 7th Grade Boys' Basketball 7th Grade Girls' Basketball HS Publications	7.5%	HS Future Business L JH Yearbook Testing Coordinator Future Teacher Club Group XII	eaders
Group VI HS Boys' Track HS Girls' Track HS Asst. Cheerleading-Bask	6.5%	Jr. Class Sponsor Weight Program JH Student Council Elementary Yearbook	
HS Cheerleading-Football HS Asst. Baseball HS Asst. Softball	40	<b>Group XIII</b> Asst. JH Baseball Asst. JH Softball 6 <sup>th</sup> Grade Volleyball	1.5%

Group XIV
Senior Class Sponsor
HS Pep Club
Sophomore Class Sponsor
Freshman Class Sponsor
HS Spanish Club
HS Science Club
HS Art Club
HS Book Club

# **Extra Duty Teaching-Hourly Rate:**

2024-2025, 2025-2026, and 2026-2027

# Internal Sub Rate/Instructional Duties outside of the duty day: \$39 per hour

District professional educator licensed teachers, substituting during their prep period or performing instructional duties outside of the duty day, will receive \$39.00 per hour or the teacher's hourly per diem rate of pay, whichever is higher per 43-minute class period.

When no substitute teacher is available at the elementary school for coverage due to a teachers' absence causing the need to disperse one (1) to no more than five (5) students to one classroom into other teachers' classrooms, the impacted teachers who incorporates the absent teacher's students will be compensated at their contractual hourly pay rate for the time that the additional students are in the teachers' classrooms for that day.

Teachers will receive \$39.00 per hour for other duties including but not limited to non-instructional duty (ticket-taking, Appendix B statisticians & workers, district required professional development, etc.)

# **Longevity Incentive Schedule**

Those members of the bargaining unit who accept the responsibilities for special compensation schedule positions for an extended period of time shall have the percentage compensation for the position as set forth above increased by the following amounts:

	YEARS							
Groups I and II	1-5 Base	<b>6-10</b> 1.5%	<b>11-19</b> 1.5%	<b>21 &amp; Over</b> 1.5%				
Groups III to VI	Base	.90%	.90%	.90%				
Groups VII to XI	Base	.60%	.60%	.60%				

Groups XII to XIV Base .30% .30% .30%

Current members of the bargaining unit filling special compensation positions will be given credit on the Special Compensation Schedule, Appendix B, for current years of service within the School District.

If a member of the bargaining unit has a break in service in a position and then accepts any position after an absence, then that member will be given credit for previous experience within the District.

# MEMORANDUM OF UNDERSTANDING

- 1. The parties agree to continue negotiations relative to the high school work schedule and Appendix B, Special Compensation Schedule. The negotiations of these two matters represents an agreed upon waiver of provision 11.4 of this Agreement. If the parties reach agreement on any changes to the current Agreement relative to these two items the mutually agreed provisions will be incorporated into this Agreement by a written Amendment as ratified by the Association and approved by the Board of Education.
- 2. If the premium increase for health insurance exceeds \$20 per month per employee, upon request of the Association the Board will join the Association in exploring other insurance alternatives (i.e. -rebid insurance, change coverage limits, etc.).

#### STATEMENT OF CLARIFICATION

# 1. Maternity/Sick Leave

A teacher who works up to the date of disability is entitled to sick leave during the period of disability.

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