

AGREEMENT

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

and

THE FLORA COMMUNITY UNIT SCHOOL DISTRICT NO. 35

2021 – 2022

2022 – 2023

2023 – 2024

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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.

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 Two (2) copies of the approved minutes and Treasurer's Report for all Board meetings, excluding executive sessions, shall be made available 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; prior notice has been given to the building principal at least twenty-four (24) hours in advance of the meeting, except in emergencies; 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; however, the principal may direct the removal of any items posted on the bulletin board which in the principal's judgment may be offensive to other staff members, in poor taste or not appropriate for display.
 - 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 make available to the Association sufficient copies of the Agreement for distribution to each member of the bargaining unit upon request. The Association will pay to the Board fifty percent (50%) of the cost of the materials used to produce the Agreement copies. The District shall also provide an electronic copy of the Agreement to the Association and to each member of the bargaining unit.
- .6 Names and addresses of newly hired employees shall be provided to the Association within fourteen (14) 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

- .1 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.
 - .2 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.
 - .4 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 two (2) years.

.9 All formal evaluation of classroom teaching performance of a teacher shall be conducted openly and with full knowledge of the teacher.

6.4 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.

6.5 A PERA committee will be formed that will comply with the law.

6.6 **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 101st 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 District 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 evaluator 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 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-one (181) working days of which one hundred seventy-seven (177) will be student attendance days. The Board may, at its option, increase this to one hundred eighty-two (182) days with the payment of an additional per diem amount with said amount determined by dividing the amount shown on the salary schedule, Appendix A, for Step 0 of the BS column by one hundred eighty-one (181). The additional day(s) above one hundred eighty-one (181) shall be non-teaching workshops. The Association will be consulted on the use of the day(s) above one hundred eighty-one (181); 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.
- .4 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 Illinois School Code.

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.

ARTICLE IX

LEAVES OF ABSENCE

9.1 Sick Leave

- .1 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 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:

<u>Days Employed</u>	<u>Sick Leave</u>
38 to 52	3 days
53 to 67	4 days
68 to 82	5 days
83 to 97	6 days
98 to 112	7 days
113 to 127	8 days
128 to 142	9 days
143 to 157	10 days
158 to 172	11 days
173 to 187	12 days
188 to 202	13 days
203 to 217	14 days
218 to 232	15 days
233 and greater	16 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.
- .6 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 aGQ 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 94 46 and -i00-90, 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 00 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 thirty (30) days per year or one hundred and sixty (160) 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 two (2) 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.
- .4 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 four (4) 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.
- .4 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:
 - .1 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.
 - .8 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 School Code.

- .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 teacher will increase 4.5 for each year of the contract for three (3) years. Salary schedules reflecting this calculation for 2021-2022, 2022-2023, and 2023-2024 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 2008-2009 school year will be increased in an amount which includes such pro-rata share of the teacher's required TRS contribution that maintains the current established relationship between all cells on the salary schedule.

Salary schedules reflecting this calculation for 2021-2022, 2022-2023 and 2023- 2024 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. This yearly constant will be added to the employee's salary step dollar figure.

School Year:	2021-22	2022-23	2023-24
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.

10.3 Insurance

.1 Effective September 1, 2021 for employees participating in the group health insurance plan, the District will contribute seven hundred thirty-six (\$736) per month towards the cost of individual coverage or eight hundred sixty-one (\$861) per month towards the cost of employee plus one, employee plus child, or full family coverage. For any increases in the premiums in years 2021-2022, 2022-2023 and 2023-2024, the monthly Board's contribution for individual coverage will be equal to eighty (80%) 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.

- .4 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:

- .1 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.
- .2 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:

- .1 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 performing 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 Limitation on TRS Creditable Earnings

- .1 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

10.9 Overload Stipend (teaching on planning periods)

If an administrator assigns a teacher to teach an eighth (8th) 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

- .1 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.
- .2 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 2021-2022 school term and continue in effect through the last day preceding the 2024-2025 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 ____ day of _____, 2021.

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

APPENDIX A-1
FLORA COMMUNITY UNIT DISTRICT NO. 35 SALARY SCHEDULE
2021-2022

Step		BS	8	16	24	MS	8	16	24	MS+32 or EDS
0	Salary with TRS	39363	39962	40004	41056	41762	42360	42960	43559	44159
	TRS	3543	3597	3600	3695	3759	3812	3866	3920	3974
	Salary without TRS	35820	36365	36404	37361	38003	38548	39094	39639	40185
1	Salary with TRS	40158	40757	40799	41851	42557	43155	43755	44354	44954
	TRS	3614	3668	3672	3766	3831	3884	3938	3992	4046
	Salary without TRS	36544	37089	37127	38085	38726	39271	39817	40362	40908
2	Salary with TRS	40953	41551	41593	42645	43351	43950	44549	45148	45748
	TRS	3686	3739	3743	3838	3902	3956	4009	4063	4117
	Salary without TRS	37267	37812	37850	38807	39449	39994	40540	41085	41631
3	Salary with TRS	41747	42345	42945	43440	44145	44744	45344	45943	46543
	TRS	3757	3811	3865	3910	3973	4027	4081	4134	4189
	Salary without TRS	37990	38534	39080	39530	40172	40717	41263	41809	42354
4	Salary with TRS	42542	43141	43741	44340	44939	45539	46139	46738	47337
	TRS	3829	3883	3937	3990	4044	4099	4153	4207	4260
	Salary without TRS	38713	39258	39804	40350	40895	41440	41986	42531	43077
5	Salary with TRS	43336	43936	44535	45135	45734	46333	46933	47533	48133
	TRS	3900	3954	4008	4063	4116	4170	4224	4278	4332
	Salary without TRS	39436	39982	40527	41072	41618	42163	42709	43255	43801
6	Salary with TRS	44131	44730	45330	45930	46529	47128	47728	48327	48927
	TRS	3971	4026	4080	4134	4188	4241	4295	4349	4404
	Salary without TRS	40160	40704	41250	41796	42341	42887	43433	43978	44523
7	Salary with TRS	44926	45525	46125	46724	47324	47924	48522	49122	49722
	TRS	4044	4097	4151	4205	4259	4313	4367	4421	4475
	Salary without TRS	40882	41428	41974	42519	43065	43611	44155	44701	45247
8	Salary with TRS	45721	46320	46919	47519	48118	48718	49318	49917	50516
	TRS	4115	4169	4222	4276	4331	4385	4439	4493	4546
	Salary without TRS	41606	42151	42697	43243	43787	44333	44879	45424	45970
9	Salary with TRS	46515	47115	47715	48313	48913	49513	50112	50712	51312
	TRS	4186	4240	4295	4348	4402	4456	4510	4564	4618
	Salary without TRS	42329	42875	43420	43965	44511	45057	45602	46148	46694
10	Salary with TRS	47310	47909	48509	49109	49708	50307	50907	51507	52106
	TRS	4258	4312	4366	4420	4474	4527	4581	4636	4690
	Salary without TRS	43052	43597	44143	44689	45234	45780	46326	46871	47416
11	Salary with TRS	48104	48704	49304	49903	50503	51103	51701	52301	52901
	TRS	4329	4383	4437	4491	4545	4599	4653	4707	4761
	Salary without TRS	43775	44321	44867	45412	45958	46504	47048	47594	48140
12	Salary with TRS	48900	49500	50098	50698	51298	51897	52497	53096	53695
	TRS	4401	4455	4509	4563	4617	4671	4725	4778	4832
	Salary without TRS	44499	45045	45589	46135	46681	47226	47772	48318	48863
13	Salary with TRS	49694	50294	50894	51492	52092	52692	53291	53891	54490
	TRS	4473	4527	4581	4634	4688	4742	4796	4851	4904
	Salary without TRS	45221	45767	46313	46858	47404	47950	48495	49040	49586
14	Salary with TRS	50489	51089	51688	52288	52887	53486	54086	54686	55285
	TRS	4544	4598	4652	4706	4759	4814	4868	4922	4976
	Salary without TRS	45945	46491	47036	47582	48128	48672	49218	49764	50309
15	Salary with TRS	51283	51883	52483	53083	53682	54281	54881	55480	56080
	TRS	4615	4669	4723	4778	4832	4885	4939	4993	5047
	Salary without TRS	46668	47214	47760	48305	48850	49396	49942	50487	51033
16	Salary with TRS	52079	52678	53277	53877	54477	55076	55676	56275	56874
	TRS	4687	4741	4795	4849	4903	4957	5011	5064	5119
	Salary without TRS	47392	47937	48482	49028	49574	50119	50665	51211	51755
17	Salary with TRS	52874	53473	54072	54672	55271	55871	56471	57070	57669
	TRS	4759	4813	4866	4920	4974	5028	5083	5137	5190
	Salary without TRS	48115	48660	49206	49752	50297	50843	51388	51933	52479
18	Salary with TRS	53668	54268	54867	55467	56066	56665	57265	57865	58465
	TRS	4830	4884	4938	4992	5046	5100	5154	5208	5262
	Salary without TRS	48838	49384	49929	50475	51020	51565	52111	52657	53203

19	Salary with TRS	54463	55062	55662	56262	56861	57460	58060	58659	59259
	TRS	4901	4955	5010	5064	5118	5171	5225	5279	5333
	Salary without TRS	49562	50107	50652	51198	51743	52289	52835	53380	53926
20	Salary with TRS	55258	55857	56457	57056	57656	58256	58854	59454	60054
	TRS	4974	5027	5081	5135	5189	5243	5296	5351	5405
	Salary without TRS	50284	50830	51376	51921	52467	53013	53558	54103	54649
21	Salary with TRS	56053	56652	57251	57851	58450	59050	59650	60248	60848
	TRS	5045	5099	5152	5206	5261	5315	5369	5422	5476
	Salary without TRS	51008	51553	52099	52645	53189	53735	54281	54826	55372
22	Salary with TRS	56847	57447	58047	58645	59245	59845	60444	61044	61644
	TRS	5116	5170	5225	5278	5332	5386	5440	5494	5548
	Salary without TRS	51731	52277	52822	53367	53913	54459	55004	55550	56096
23	Salary with TRS	57642	58241	58910	59441	60039	60639	61239	61839	62438
	TRS	5188	5242	5302	5350	5403	5457	5511	5566	5620
	Salary without TRS	52454	52999	53608	54091	54636	55182	55728	56273	56818
24	Salary with TRS	58436	59036	59636	60235	60835	61435	62033	62633	63233
	TRS	5259	5313	5367	5421	5475	5530	5583	5637	5691
	Salary without TRS	53177	53723	54269	54814	55360	55905	56450	56996	57542
25	Salary with TRS	59232	59831	60430	61030	61630	62229	62829	63428	64027
	TRS	5331	5384	5438	5493	5547	5601	5655	5708	5762
	Salary without TRS	53901	54447	54992	55537	56083	56628	57174	57720	58265
26	Salary with TRS	60026	60626	61226	61824	62424	63024	63623	64223	64822
	TRS	5402	5457	5511	5564	5618	5672	5726	5780	5834
	Salary without TRS	54624	55169	55715	56260	56806	57352	57897	58443	58988
27	Salary with TRS		61421	62020	62620	63219	63818	64418	65018	65617
	TRS		5528	5582	5636	5689	5743	5798	5852	5906
	Salary without TRS		55893	56438	56984	57530	58075	58620	59166	59711
28	Salary with TRS			62815	63415	64014	64613	65213	65812	66412
	TRS			5653	5708	5762	5815	5869	5923	5977
	Salary without TRS			57162	57707	58252	58798	59344	59889	60435
29	Salary with TRS			63609	64209	64809	65408	66007	66607	67206
	TRS			5725	5779	5833	5887	5940	5994	6049
	Salary without TRS			57884	58430	58976	59521	60067	60613	61157
30	Salary with TRS				65004	65603	66203	66803	67401	68001
	TRS				5850	5904	5958	6013	6066	6120
	Salary without TRS				59154	59699	60245	60790	61335	61881
31	Salary with TRS					66398	66997	67597	68197	68797
	TRS					5976	6030	6084	6138	6192
	Salary without TRS					60422	60967	61513	62059	62605
32	Salary with TRS					67192	67792	68392	68991	69591
	TRS					6047	6101	6155	6209	6263
	Salary without TRS					61145	61691	62237	62782	63328
33	Salary with TRS					67988	68588	69186	69786	69591
	TRS					6119	6173	6226	6281	5693
	Salary without TRS					61869	62415	62960	63505	63898

NOTES:

- 1) Includes payment to Teachers' Retirement System
- 2) 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
2022-2023

Step		BS	8	16	24	MS	8	16	24	MS + 32 or EDS
0	Salary with TRS	40303	40929	40973	42073	42810	43435	44062	44688	45315
	TRS	3627	3684	3688	3787	3853	3909	3966	4022	4078
	Salary without TRS	36676	37245	37285	38286	38957	39526	40096	40666	41237
1	Salary with TRS	41134	41760	41804	42904	43641	44266	44893	45519	46146
	TRS	3702	3758	3762	3862	3927	3984	4040	4097	4153
	Salary without TRS	37432	38002	38042	39042	39714	40282	40853	41422	41993
2	Salary with TRS	41965	42591	42635	43735	44472	45097	45724	46350	46977
	TRS	3776	3833	3837	3937	4003	4058	4115	4172	4228
	Salary without TRS	38189	38758	38798	39798	40469	41039	41609	42178	42749
3	Salary with TRS	42795	43421	43465	44564	45302	45927	46554	47180	47807
	TRS	3851	3908	3912	4010	4078	4133	4190	4246	4303
	Salary without TRS	38944	39513	39553	40554	41224	41794	42364	42934	43504
4	Salary with TRS	43625	44251	44878	45394	46132	46757	47384	48011	48638
	TRS	3926	3983	4039	4085	4152	4208	4265	4321	4378
	Salary without TRS	39699	40268	40839	41309	41980	42549	43119	43690	44260
5	Salary with TRS	44456	45082	45709	46336	46961	47588	48215	48841	49468
	TRS	4001	4057	4114	4171	4226	4283	4339	4396	4452
	Salary without TRS	40455	41025	41595	42165	42735	43305	43876	44445	45016
6	Salary with TRS	45286	45913	46539	47166	47792	48418	49045	49672	50299
	TRS	4075	4132	4189	4245	4301	4357	4414	4471	4527
	Salary without TRS	41211	41781	42350	42921	43491	44061	44631	45201	45772
7	Salary with TRS	46117	46743	47370	47997	48622	49249	49876	50502	51129
	TRS	4150	4207	4263	4320	4376	4432	4489	4545	4602
	Salary without TRS	41967	42536	43107	43677	44246	44817	45387	45957	46527
8	Salary with TRS	46947	47574	48201	48827	49453	50080	50706	51333	51960
	TRS	4225	4282	4338	4395	4450	4507	4564	4620	4677
	Salary without TRS	42722	43292	43863	44432	45003	45573	46142	46713	47283
9	Salary with TRS	47778	48404	49031	49658	50283	50910	51537	52163	52790
	TRS	4300	4356	4413	4470	4525	4582	4638	4695	4751
	Salary without TRS	43478	44048	44618	45188	45758	46328	46899	47468	48039
10	Salary with TRS	48608	49235	49862	50488	51114	51741	52367	52994	53621
	TRS	4375	4431	4488	4544	4600	4656	4713	4770	4826
	Salary without TRS	44233	44804	45374	45944	46514	47085	47654	48224	48795
11	Salary with TRS	49439	50065	50692	51319	51944	52571	53198	53825	54451
	TRS	4449	4506	4562	4619	4675	4731	4788	4844	4901
	Salary without TRS	44990	45559	46130	46700	47269	47840	48410	48981	49550
12	Salary with TRS	50269	50896	51523	52149	52775	53403	54028	54655	55282
	TRS	4524	4581	4637	4694	4749	4806	4863	4919	4976
	Salary without TRS	45745	46315	46886	47455	48026	48597	49165	49736	50306
13	Salary with TRS	51100	51727	52353	52980	53606	54232	54859	55486	56112
	TRS	4599	4655	4712	4769	4824	4881	4937	4994	5051
	Salary without TRS	46501	47072	47641	48211	48782	49351	49922	50492	51061
14	Salary with TRS	51930	52557	53184	53810	54436	55063	55689	56316	56943
	TRS	4674	4730	4787	4843	4899	4956	5012	5069	5125
	Salary without TRS	47256	47827	48397	48967	49537	50107	50677	51247	51818
15	Salary with TRS	52761	53388	54014	54641	55267	55893	56520	57147	57772
	TRS	4748	4805	4861	4918	4974	5030	5087	5143	5199
	Salary without TRS	48013	48583	49153	49723	50293	50863	51433	52004	52573
16	Salary with TRS	53591	54218	54845	55472	56097	56724	57351	57977	58604
	TRS	4823	4880	4936	4993	5048	5105	5162	5218	5275
	Salary without TRS	48768	49338	49909	50479	51049	51619	52189	52759	53329
17	Salary with TRS	54422	55049	55675	56302	56928	57554	58181	58808	59433
	TRS	4898	4954	5011	5068	5123	5180	5236	5293	5349
	Salary without TRS	49524	50095	50664	51234	51805	52374	52945	53515	54084
18	Salary with TRS	55253	55879	56506	57133	57758	58385	59012	59638	60264
	TRS	4973	5029	5086	5142	5198	5255	5311	5368	5423
	Salary without TRS	50280	50850	51420	51991	52560	53130	53701	54270	54841

19	Salary with TRS	56083	56710	57336	57963	58589	59215	59842	60469	61096
	TRS	5047	5104	5161	5217	5273	5329	5386	5442	5499
	Salary without TRS	51036	51606	52175	52746	53316	53886	54456	55027	55597
20	Salary with TRS	56914	57540	58167	58794	59419	60046	60673	61299	61925
	TRS	5122	5179	5235	5292	5347	5404	5461	5517	5573
	Salary without TRS	51792	52361	52932	53502	54072	54642	55212	55782	56352
21	Salary with TRS	57744	58371	58998	59623	60250	60877	61503	62130	62756
	TRS	5197	5253	5310	5366	5422	5479	5535	5592	5648
	Salary without TRS	52547	53118	53688	54257	54828	55398	55968	56538	57108
22	Salary with TRS	58575	59201	59828	60455	61080	61707	62334	62960	63586
	TRS	5272	5328	5385	5441	5497	5554	5610	5667	5722
	Salary without TRS	53303	53873	54443	55014	55583	56153	56724	57293	57864
23	Salary with TRS	59405	60032	60659	61284	61911	62538	63164	63791	64417
	TRS	5346	5403	5460	5515	5572	5628	5685	5742	5797
	Salary without TRS	54059	54629	55199	55769	56339	56910	57479	58049	58620
24	Salary with TRS	60236	60862	61561	62115	62741	63368	63995	64622	65247
	TRS	5421	5478	5541	5590	5647	5703	5760	5816	5872
	Salary without TRS	54815	55384	56020	56525	57094	57665	58235	58806	59375
25	Salary with TRS	61066	61693	62320	62945	63572	64199	64825	65452	66078
	TRS	5496	5552	5609	5665	5721	5778	5834	5891	5947
	Salary without TRS	55570	56141	56711	57280	57851	58421	58991	59561	60131
26	Salary with TRS	61897	62524	63150	63776	64403	65029	65656	66283	66908
	TRS	5571	5627	5684	5739	5796	5853	5909	5966	6021
	Salary without TRS	56326	56897	57466	58037	58607	59176	59747	60317	60887
27	Salary with TRS		63354	63981	64606	65233	65860	66486	67113	67739
	TRS		5702	5759	5814	5871	5927	5984	6041	6096
	Salary without TRS		57652	58222	58792	59362	59933	60502	61072	61643
28	Salary with TRS			64811	65437	66064	66690	67317	67944	68569
	TRS			5833	5889	5946	6002	6059	6115	6171
	Salary without TRS			58978	59548	60118	60688	61258	61829	62398
29	Salary with TRS			65642	66268	66894	67521	68148	68774	69400
	TRS			5908	5964	6020	6077	6133	6190	6246
	Salary without TRS			59734	60304	60874	61444	62015	62584	63154
30	Salary with TRS				67098	67725	68351	68978	69605	70230
	TRS				6038	6095	6152	6208	6265	6320
	Salary without TRS				61060	61630	62199	62770	63340	63910
31	Salary with TRS					68555	69182	69809	70435	71061
	TRS					6170	6226	6283	6340	6395
	Salary without TRS					62385	62956	63526	64095	64666
32	Salary with TRS					69386	70012	70639	71266	71892
	TRS					6245	6301	6358	6414	6470
	Salary without TRS					63141	63711	64281	64852	65422
33	Salary with TRS					70216	70843	71470	72095	72722
	TRS					6319	6376	6433	6488	6545
	Salary without TRS					63897	64467	65037	65607	66177

NOTES:

- 1) Includes payment to Teachers' Retirement System
- 2) 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
2023-2024**

Step		BS	8	16	24	MS	8	16	24	MS + 32 or EDS
0	Salary with TRS	41249	41903	41949	43098	43868	44522	45177	45831	46486
	TRS	3712	3771	3775	3879	3948	4007	4066	4125	4184
	Salary without TRS	37537	38132	38174	39219	39920	40515	41111	41706	42302
1	Salary with TRS	42117	42771	42817	43966	44736	45390	46045	46699	47354
	TRS	3791	3850	3854	3957	4026	4085	4144	4203	4262
	Salary without TRS	38326	38921	38963	40009	40710	41305	41901	42496	43092
2	Salary with TRS	42985	43640	43685	44834	45605	46258	46913	47568	48223
	TRS	3868	3928	3931	4035	4104	4163	4222	4282	4340
	Salary without TRS	39117	39712	39754	40799	41501	42095	42691	43286	43883
3	Salary with TRS	43854	44508	44553	45703	46473	47127	47782	48436	49091
	TRS	3947	4006	4009	4114	4183	4242	4301	4360	4418
	Salary without TRS	39907	40502	40544	41589	42290	42885	43481	44076	44673
4	Salary with TRS	44721	45375	45421	46570	47340	47994	48649	49303	49958
	TRS	4025	4084	4088	4191	4260	4319	4378	4437	4496
	Salary without TRS	40696	41291	41333	42379	43080	43675	44271	44866	45462
5	Salary with TRS	45588	46242	46897	47437	48207	48861	49516	50171	50826
	TRS	4103	4161	4220	4269	4338	4397	4456	4515	4574
	Salary without TRS	41485	42081	42677	43168	43869	44464	45060	45656	46252
6	Salary with TRS	46457	47111	47766	48421	49075	49730	50385	51039	51694
	TRS	4181	4240	4299	4358	4417	4476	4535	4594	4653
	Salary without TRS	42276	42871	43467	44063	44658	45254	45850	46445	47041
7	Salary with TRS	47324	47979	48633	49288	49943	50597	51252	51907	52562
	TRS	4259	4318	4377	4436	4495	4554	4613	4672	4730
	Salary without TRS	43065	43661	44256	44852	45448	46043	46639	47235	47832
8	Salary with TRS	48193	48846	49502	50157	50810	51465	52120	52774	53429
	TRS	4338	4396	4456	4515	4573	4631	4690	4749	4808
	Salary without TRS	43855	44450	45046	45642	46237	46834	47430	48025	48621
9	Salary with TRS	49060	49715	50370	51024	51679	52334	52988	53643	54298
	TRS	4416	4474	4533	4592	4651	4710	4769	4828	4887
	Salary without TRS	44644	45241	45837	46432	47028	47624	48219	48815	49411
10	Salary with TRS	49928	50582	51237	51892	52546	53201	53856	54510	55165
	TRS	4493	4552	4611	4670	4729	4788	4847	4906	4965
	Salary without TRS	45435	46030	46626	47222	47817	48413	49009	49604	50200
11	Salary with TRS	50796	51451	52106	52760	53415	54070	54723	55379	56034
	TRS	4572	4631	4690	4749	4808	4867	4925	4985	5043
	Salary without TRS	46224	46820	47416	48011	48607	49203	49798	50394	50991
12	Salary with TRS	51664	52318	52973	53628	54282	54937	55592	56247	56901
	TRS	4650	4709	4768	4827	4886	4944	5003	5062	5121
	Salary without TRS	47014	47609	48205	48801	49396	49993	50589	51185	51780
13	Salary with TRS	52531	53186	53841	54495	55150	55806	56459	57114	57769
	TRS	4728	4786	4845	4904	4963	5022	5081	5140	5199
	Salary without TRS	47803	48400	48996	49591	50187	50784	51378	51974	52570
14	Salary with TRS	53400	54055	54709	55364	56019	56673	57328	57983	58637
	TRS	4806	4865	4924	4983	5042	5101	5160	5219	5278
	Salary without TRS	48594	49190	49785	50381	50977	51572	52168	52764	53359
15	Salary with TRS	54267	54922	55577	56231	56886	57541	58195	58850	59505
	TRS	4884	4943	5002	5061	5120	5179	5238	5297	5355
	Salary without TRS	49383	49979	50575	51170	51766	52362	52957	53553	54150
16	Salary with TRS	55135	55790	56444	57099	57754	58408	59063	59718	60372
	TRS	4962	5021	5080	5139	5197	5256	5315	5374	5433
	Salary without TRS	50173	50769	51364	51960	52557	53152	53748	54344	54939
17	Salary with TRS	56003	56658	57313	57968	58622	59277	59932	60586	61241
	TRS	5041	5099	5158	5217	5276	5335	5394	5453	5512
	Salary without TRS	50962	51559	52155	52751	53346	53942	54538	55133	55729
18	Salary with TRS	56871	57526	58180	58835	59490	60144	60799	61454	62108
	TRS	5118	5177	5236	5295	5354	5413	5472	5531	5590
	Salary without TRS	51753	52349	52944	53540	54136	54731	55327	55923	56518

19	Salary with TRS	57740	58393	59048	59704	60357	61012	61667	62321	62976
	TRS	5197	5255	5314	5374	5432	5491	5550	5609	5667
	Salary without TRS	52543	53138	53734	54330	54925	55521	56117	56712	57309
20	Salary with TRS	58607	59262	59916	60571	61226	61880	62535	63190	63845
	TRS	5275	5334	5393	5452	5510	5569	5628	5687	5746
	Salary without TRS	53332	53928	54523	55119	55716	56311	56907	57503	58099
21	Salary with TRS	59475	60129	60784	61439	62093	62748	63403	64057	64712
	TRS	5352	5411	5470	5529	5588	5647	5706	5765	5824
	Salary without TRS	54123	54718	55314	55910	56505	57101	57697	58292	58888
22	Salary with TRS	60343	60998	61653	62307	62962	63617	64270	64926	65581
	TRS	5431	5490	5549	5608	5667	5726	5784	5844	5903
	Salary without TRS	54912	55508	56104	56699	57295	57891	58486	59082	59678
23	Salary with TRS	61211	61865	62520	63175	63829	64484	65139	65793	66448
	TRS	5509	5568	5627	5686	5745	5804	5863	5922	5980
	Salary without TRS	55702	56297	56893	57489	58084	58680	59276	59871	60468
24	Salary with TRS	62078	62733	63388	64042	64697	65352	66006	66661	67316
	TRS	5587	5646	5705	5764	5822	5881	5940	5999	6058
	Salary without TRS	56491	57087	57683	58278	58875	59471	60066	60662	61258
25	Salary with TRS	62947	63601	64331	64911	65565	66220	66875	67530	68184
	TRS	5665	5724	5790	5842	5901	5960	6019	6078	6137
	Salary without TRS	57282	57877	58541	59069	59664	60260	60856	61452	62047
26	Salary with TRS	63814	64469	65124	65778	66433	67088	67742	68397	69052
	TRS	5743	5802	5861	5920	5979	6038	6097	6156	6215
	Salary without TRS	58071	58667	59263	59858	60454	61050	61645	62241	62837
27	Salary with TRS		65337	65991	66646	67301	67955	68610	69265	69919
	TRS		5880	5939	5998	6057	6116	6175	6234	6292
	Salary without TRS		59457	60052	60648	61244	61839	62435	63031	63627
28	Salary with TRS			66860	67514	68169	68824	69478	70133	70788
	TRS			6018	6077	6135	6194	6253	6312	6371
	Salary without TRS			60842	61437	62034	62630	63225	63821	64417
29	Salary with TRS			67727	68382	69037	69691	70346	71001	71655
	TRS			6095	6154	6213	6272	6331	6390	6449
	Salary without TRS			61632	62228	62824	63419	64015	64611	65206
30	Salary with TRS				69251	69904	70559	71214	71868	72523
	TRS				6233	6291	6350	6409	6468	6527
	Salary without TRS				63018	63613	64209	64805	65400	65996
31	Salary with TRS					70773	71427	72082	72737	73391
	TRS					6370	6429	6488	6547	6605
	Salary without TRS					64403	64998	65594	66190	66786
32	Salary with TRS					71640	72295	72950	73604	74259
	TRS					6447	6506	6565	6624	6683
	Salary without TRS					65193	65789	66385	66980	67576
33	Salary with TRS					72509	73162	73817	74473	75128
	TRS					6526	6584	6643	6703	6762
	Salary without TRS					65983	66578	67174	67770	68366

NOTES:

- 1) Includes payment to Teachers' Retirement System
- 2) 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 2021-2024**

Group I	15.0%	Group VIII	5.0%
HS Boys' Basketball		HS Golf	
HS Girls' Basketball		JH Boys' Track	
HS Head Football		JH Girls' Track	
HS Head Volleyball		JH Volleyball (8th)	
		HS Asst. Cheerleading-Basketball	
Group II	9.0%	Group IX	4.5%
HS Band Director		6th Boys' Basketball	
HS Asst. Boys' Basketball		6th Girls' Basketball	
HS Asst. Girls' Basketball		HS FFA	
HS Asst. Football			
JH Athletic Director		Group X	4.0%
		HS FCCLA	
Group III	8.5%	Elem. Band Director	
8th Grade Boys' Basketball		HS Cheerleading-Football	
8th Grade Girls' Basketball		JH Volleyball (7th)	
HS Baseball			
HS Softball		Group XI	3.0%
		HS National Honor Society	
Group IV	8.0%	JH Scholastic Bowl	
JH Band Director		JH Baseball	
HS Scholastic Bowl		JH Softball	
HS Asst. Volleyball		HS Future Business Leaders	
		JH Yearbook	
Group V	7.5%	Testing Coordinator	
HS Boys' Tennis		Group XII	2.0%
HS Girls' Tennis		Jr. Class Sponsor	
7th Grade Boys' Basketball		Weight Program	
7th Grade Girls' Basketball		JH Student Council	
HS Publications		Elementary Yearbook	
		Group XIII	1.5%
Group VI	6.5%	Assistant JH Baseball	
HS Boys' Track		Assistant JH Softball	
HS Girls' Track			
HS Cheerleader-Basketball		Group XIV	1.0%
HS Asst. Baseball		Senior Class Sponsor	
HS Asst. Softball		HS Pep Club	
Group VII	5.5%		
HS Musical/Drama			

JH Cheerleader Coach
HS Student Council

Sophomore Class Sponsor
Freshman Class Sponsor
HS Spanish Club
HS Science Club
HS Art Club

Extra Duty Teaching-Hourly Rate:

2021-2022, 2022-2023, and 2023-2024

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.

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

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			
	1-5	6-10	11-19	21 & Over
Groups I and II	Base	1.5%	1.5%	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. A teacher who takes an unpaid leave of absence for any purpose, including maternity, and becomes disabled during the period of the unpaid leave is not eligible for sick leave.