

MARION EDUCATION ASSOCIATION CONTRACT

2020-2021

2021-2022

2022-2023

**Marion Education Association
Negotiations Committee**

**Kelly Holland, President
Lindsay Robinson, Vice-President
Mary Motsinger, Treasurer
Melissa Moore, Secretary
Kerri Young
Amy Vickery
Anthony Stephens**

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Marion Education Association Contract 2020-2023

Article I, Preamble

This contract between the Board of Education of Community Unit School District #2, Williamson County, Marion, Illinois, and the Marion Education Association, incorporates a number of understandings which derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality within the financial resources of the district and the attainment of these objectives is partially dependent upon the quality and morale of the employees.

Article II, Recognition

- 2.1 The Board of Education of Community Unit School District #2, Williamson County, Marion, Illinois, hereinafter referred to as the "Board", recognizes the Marion Education Association, hereafter referred to as the "Association", as the sole exclusive negotiation agent for all full-time and part-time certified teaching personnel whose teaching assignment is equal to or exceeds half of the work day, as defined by the CBA, including Department Heads, Librarians, Counselors, Nurses, and Principals who spend more than fifty (50) percent of their time teaching, and any other employees on the teachers' salary schedule, hereinafter referred to as employees.
- 2.2 Except as expressly provided otherwise in this contract, the determination and administration of school policy, the operation and management of the schools, and the direction and supervision of employees are vested exclusively in the Board and the Board is the legally constituted body for that purpose.

Article III, Employee and Association Rights

- 3.1 **Employee Discipline** – The Board agrees that all rules and regulations concerning employees shall be reasonable, and the enforcement of discipline in relation to the employees shall be fair.
- 3.2 **Non-Discrimination** – The Board of Education asserts that it is an equal opportunity employer.
- 3.3 **Right to Representation** – If any employee is required to appear before the Board or the Superintendent concerning any matter, which could lead to discipline or dismissal, the employee shall be allowed a representative of the Association in any such meeting. Further, when any employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the appearance and shall receive the written notice and reasons no later than forty-eight (48) hours prior to the meeting.
- 3.4 **Personnel File** – If the District receives a request made pursuant to the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, et seq., and the District releases said materials held within a teacher's personnel file to that third party, the teacher shall be notified within two business days of the request and by whom the request was made. If the teacher cannot be reached in the said time period, an MEA executive committee member will be notified of the request. Teachers shall be given a copy of all documents given to a

third party, naming the third party, concurrent to the time they are released. The intent of this provision is to provide for the employee information regarding inquiries made by others into their personnel file when these inquiries were answered. Every employee shall have access to all materials in his/her personnel file by appointment during the normal business hours and in the presence of a designated employee of the BOARD. A designated representative of the employee's choosing may inspect an employee's file, if written approval by the employee is given to the Superintendent.

No employee shall remove any material from a personnel file. The BOARD shall notify the employee in writing if it is required to produce the personnel file pursuant to any state and/or federal laws and/or their implementing regulations.

Each employee's personnel file shall minimally contain the following:

1. Application for employment;
2. Evaluations and responses thereto;
3. Employment contracts and a copy of their Illinois teaching certificate;
4. Promotion, transfer, discharge, or disciplinary reports prepared by the Administration;
5. College transcripts; and
6. Formal documents relating to a grievance as specified in Article X, Section 10.2 G. The Board agrees to maintain employee medical records in accordance with Federal and State laws and regulations.

3.5 **School Code Rights** – Nothing contained herein shall be construed to deny any employee or the Board their rights under the School Code of Illinois or under applicable state and federal laws and regulations.

3.6 **Academic Freedom** – Employees shall have academic freedom in the district. Academic freedom shall mean that employees are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal administrative procedures, and shall present all facts of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Employees shall be entitled to freedom of discussion within the classroom of all matters which are relevant to the subject matter under study and within their area of professional competence. Notification will be made to the administration whenever an employee intends to inject into course coverage units which might reasonably be anticipated to be controversial.

3.7 **Dues Deduction** – The Board shall deduct from the pay of each employee all current membership dues of the Association, the IEA and NEA. The Association will provide the Superintendent or his/her designee with the amount of the dues for the current school year no later than September 1.

- A. Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain in effect from year to year unless the Employee cancels such authorization by notice in writing to the

Superintendent and the Association prior to September 1st of any school year, to be effective for such year.

- B. Any employee employed after the start of the school term may authorize dues deduction by presenting an authorization form to the Board within thirty (30) days after the date of employment. The combined annual membership dues will be pro-rated and deducted from the first check of the remaining months to complete payment by May 30.
- C. If an employee resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of the dues from the employee's final paycheck.
- D. All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after the deductions are made.
- E. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this article, the Association agrees to hold the District harmless and defend the District at its own expense and through its own counsel. The Association shall be solely responsible for any damages awarded as a direct consequence of the District's compliance with this article.

3.8. **Association Rights**– The Association shall not be denied the following:

- A. The use of school buildings for meetings, in accordance with board policy.
- B. The use of employee communication systems and faculty lounge/teacher workroom bulletin boards for the purpose of internal communications when and where available. Such use shall not be permitted to encourage or discourage the candidacy of a person for public office.
- C. The President of the Association shall receive a hard or email copy of the following documents provided to the Board of Education: meeting agendas, district expenditures (bills), monthly financial reports, check registers, treasurer reports, district purchasing contracts and the Board, when requested by the Association, shall also make available annual financial reports and audits, a register of employees, tentative budgetary documents and allocations, census and pupil data when such information has or should have been made a matter of public record.
- D. The President of the Association or his/her designee shall be given written notice of any special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of such meeting.
- E. The Board shall place on the agenda of each regular board meeting under "new business" any matters brought to its attention for its consideration by the Association as long as these matters are made known in writing to the Superintendent at least one (1) week prior to the regular meeting.

F. The Board shall provide the Association with employee information, in an editable digital format, within thirty (30) calendar days of the start of the school year. The information must include employee's name, employee ID number (if applicable), job title, worksite, home address, and work phone number. It must also provide any personal phone numbers and personal email addresses on file with the employer. Additionally, the Board must provide the Association with an electronic file within 10 calendar days of hire of a new employee, the employee's name, date of hire, job title, work email address, and any personal email address on file with the employer.

- 3.9. **Association Meetings** – The Association shall be allowed a maximum of three (3) association meetings for the purpose of conducting Association business. The Association president shall provide the Superintendent with dates in the academic year prior to the finalization of the next yearly academic calendar. The schools shall be dismissed immediately following the conclusion of the five (5) clock hour day as required by state regulation, and all Association members shall be allowed to attend such meetings.
- 3.10 **Contract Distribution** – Within thirty (30) calendar days following ratification by both parties of this contract, the Association shall have sufficient copies of the contract prepared and delivered to each employee in the district. The Board may request additional copies.
- 3.11 **School Calendar** – A committee of the Association shall have the opportunity to make recommendations to the Superintendent concerning the annual school calendar.
- 3.12 **Board Policies and Procedures – Association Views** – The Board or its designee invites the Association to submit its views with respect to any changes in the Board's policies or procedures, including educational policies, prior to effecting such changes and will consider such views in formulating its decision. The Board or its designee will provide the MEA president with a written copy of proposed changes in any Board Policy within three (3) school days following the "First Reading" of any proposed change in Board Policy.
- 3.13 **Professional Conferences and Workshops** – Each employee may submit requests to attend professional conferences and workshops on forms to be provided by the Unit Office and made available in each building. Such requests must be submitted at least two (2) weeks prior to the conference. Approved expenses with receipts are reimbursed as follows: mileage, registration fees, and all other approved expenses 100% with a \$20.00 per meal cap. An advance payment of the registration fees and fifty (50) percent of the estimated approved expenses may be requested and made available at least two (2) days prior to the workshop and/or conference.
- 3.14 **Curriculum Development** – Employees will regularly participate in curriculum development individually and in committees as developed by the school district.

Article IV, Working Conditions

- 4.1 **Work Year** – The work year for employees shall not exceed 180 school days. Four (4) workshop/in-service days as provided in the official school calendar shall be included and unused emergency days shall not become workdays.

4.2 **Class Size** – The Board agrees to use the following guidelines in considering class size:

- A. Class size should be made as equal and equitable as possible throughout each building and the Unit.
- B. Board does recognize that class size optimums are for the benefit of students and does agree to give special emphasis in planning class sizes for elementary levels K-6.
- C. When any K-3 class exceeds the average class size of their respective grade by twenty (20) percent or more, keeping in mind the current Illinois Evidenced-Based Funding Model identifies the optimal student to teacher ratios as the following:

Kindergarten - 3rd Grade: 20:1

4th Grade - 12th Grade: 25:1

The Board shall give consideration to providing additional assistance (such as a teacher aide or other arrangements) to that teacher; and

- D. All final decisions on class size will be made by the Board.

4.3 **Notification of Assignment** – If an employee’s assignment is to be changed for the forthcoming school year, the Administration shall tentatively notify the employee in writing of the change no later than two weeks (14 calendar days) prior to the end of the school term except in the case of an emergency. Final notification shall be made by two weeks (14 calendar days) preceding the first day of the applicable school year. Notification of assignments for grades K through 5 shall include grade level and building. Notification of assignment for grades 6 through 12 shall include grade level and subject area. Notification of assignments for other teachers such as music, band, counselors, librarians, reading teachers, etc., shall include grade level, subject area and building(s) as applicable. All notification of assignments will be carbon copied to the Association President.

4.4 **Vacancies, Promotions - Posted** – The superintendent shall have posted in all school buildings, on the District website, and shall email to all bargaining unit members a notice of all teaching vacancies, including vacancies in promotional positions as they occur. Any Administrative or supervisory vacancy shall be accompanied by a job description, and a statement of minimum qualifications and salary range. No vacancy, except in case of emergency, shall be filled until such vacancy shall have been posted for at least seven (7) calendar days. Emergency appointments shall not extend beyond the school year in which they are made. In filling vacancies, the administration shall consider the following factors, in no particular order of priority:

- the needs of the District;
- the applicant’s competence, including work performance/evaluations;
- experience and teaching experience;
- qualifications, including educational background;
- service to the District; and
- other relevant factors.

4.5 **Request for Change of Assignment** – Each year, employees shall be given the opportunity to request a change to another assignment for which they are qualified, by advising the administration on a form provided by the District. Each request for change of assignment shall be reviewed and evaluated by the administration based on the following factors, in no particular order of priority:

- the needs of the District;
- the applicant’s competence, including work performance/evaluations;
- experience and teaching experience;
- qualifications, including educational background;
- service to the District; and
- other relevant factors.

Requests for change of assignment shall be accepted until February 1 of each year. In case of unexpected openings after that date, requests for change of assignment will be accepted for one week (7 calendar days) after the posting of the position.

If the administration denies the request for change of assignment, the employee will be notified either orally or in writing of the reason for the decision based upon the factors enumerated above.

4.6 **Involuntary Transfers** – Involuntary transfers that result in relocating an employee in another building or result in changing the employee’s immediate supervisor shall be based upon the following factors, in no particular order of priority:

- the needs of the District;
- the applicant’s competence, including work performance/evaluations;
- experience and teaching experience;
- qualifications, including educational background;
- service to the District; and
- other relevant factors.

When it is necessary to involuntarily transfer or reassign employees, to the extent possible, requests for change of assignment shall first be considered for the vacancy in accordance with Section 4.5. Employees who are to be involuntarily transferred (as defined in the first paragraph of this section) will be notified either orally or in writing of the reasons for the decision based upon the factor enumerated above and have the right, upon request, to discuss the circumstance and reasons in a conference with administration.

If a teacher is involuntarily transferred and does not wish to accept the involuntary reassignment, the employee may resign.

4.7 **Employee’s Lounge** – An employee lounge which is comfortably furnished and cleaned daily shall be provided in each building if possible. Any future buildings shall, if possible, contain adequate employees’ lounges.

4.8 **Typing, Duplicating, and Secretarial Facilities** – Secretarial help at each school from students enrolled in the Cooperative Career and Technical Education Program of the High School Vocational Department will be provided as they are available.

- 4.9 **Internal Substitution** – Internal substitution may be staffed with teachers who volunteer. Teachers volunteering to be an internal sub will fill out a timesheet and will be compensated at the current hourly stipend rate.
- 4.10 **Student Discipline Procedures** – Although the District recognizes that the employee has the responsibility for the maintenance of discipline within his/her classroom, the District also recognizes its responsibility to give all reasonable support and assistance to the employee with respect to the maintenance of control and discipline in the classroom as well as areas of the school.
- A. A teacher may remove a student from class to an administrator’s office when the behavior of a student makes the student’s continued presence in the classroom unsafe or intolerable.
 - B. The building principal or his/her designee shall take appropriate action. Should his/her decision include the re-admittance of the student to class on that day, the teacher shall be notified of the conditions under which re-admittance is granted by the administrator.
 - C. If the misconduct continues or the conditions for re-admittance to class on that day are not met by the student, said student may be excluded from the teacher’s class, after consultation with the principal or proper administrative personnel.
 - D. When a teacher submits a disciplinary referral to the administration, the building principal or his/her designee shall respond to the referral within the school’s student management system within twenty-four (24) work hours. Even though notification to staff must occur, both parties agree failure to respond within twenty-four (24) work hours shall not constitute a contract violation or the filing of a grievance by the employee or Association but instead will be handled through labor-management meetings.
 - E. Teachers shall be provided verbal notification and training on the school-district-wide safety plan by the September faculty meeting.
 - F. When a severe threat has been made by a student, all staff members who are involved or interact with that student shall be notified.
 - G. Any assault or threat upon an employee in performance of his/her duties shall be deemed severe misconduct and shall be immediately reported to the Superintendent. Immediately following administrative knowledge of any assault or threats, including but not limited to, social media posts and verbal or written incidents, the Employee(s) against whom the assault or threats have been made shall be informed. The Board will not be obligated to provide legal counsel to the employee for any civil action it may pursue as a result of the assault. All absences due to a physical assault on the employee in the performance of his/her duties shall be handled in accordance with the past procedures utilized by the Board in Worker's Compensation claims.

- 4.11 **Requisition Policy** – During the first week of the second semester, the building principal shall acquaint each employee in writing with the current requisition policy.
- 4.12 **Parent-Student Complaints - Procedure** – The Board of Education will adopt the guidelines as follows for the resolution of complaints concerning employees by parents and will recommend that it be followed. However, neither parents nor students can be required to observe such guidelines. Any complaints by a parent of a student directed toward an employee shall be referred to the employee, and no disciplinary action against an employee shall be initiated by the administration until a scheduled parent-employee conference has taken place whenever possible. The employee may request the presence of a member of the administrative staff or representative of the Association or both at such conference. If the parent or the employee is not satisfied with the results of this conference, to said resolution of the problem, the following sequence of conferences shall be employed as needed: (1) parent-employee-building principal, (2) parent-employee-superintendent, or his/her designee, and (3) parent-employee-Board. The employee involved, at his/her request, shall have Association representation at any of the above conferences.
- 4.13 **Full Experience Credit** – For salary schedule purposes, an employee shall be awarded a full year of credit for all prior full-time or half-time teaching, exclusive of substituting, in the district or outside the district upon documentation. The experience shall be in a position which requires a teaching certificate.
- 4.14 **Salary Schedule** – The salary schedules for the 2020-2021, 2021-2022, and 2022-2023 school years shall be set forth as Appendices A1, A2, A3. The schedules shall be based upon the official school calendars adopted by the Board of Education.

Placement on the Salary Schedule Column for all employees shall be determined as follows:

- A. B.S. Degree – Official transcript on file to show an earned degree from a recognized university or college.
- B. B.S. Degree plus 16 semester hours – Graduate level credit hours beyond the B.S. Degree must be a part of an organized program of study leading to a Master’s Degree from a recognized university and in a program area that qualifies for certification from the Illinois State Board of Education. Hours earned prior to the Bachelor’s Degree will be counted if the employee provides a written statement, at least five (5) working days prior to the start of the school year (August) and/or the start of the second semester (January), from the university certifying that hours earned prior to the Bachelor’s Degree will be approved and counted in the Master’s Degree program.
- C. Master’s Degree - Official transcript on file to show an earned Master’s Degree from a recognized university or college.
- D. Master’s Degree plus sixteen (16) semester hours – Graduate level credit hours beyond the requirement of the Master’s Degree and in a program area that qualifies for certification from the Illinois State Board of Education. Graduate level credit hours earned after the date of the Bachelor’s Degree may be counted

if the employee provides a written statement, at least five (5) working days prior to the start of the school year (August) and/or the start of the second semester (January), from the university certifying that the hours earned after the Bachelor's Degree were not counted in the Master's Degree program and were in a program area that qualifies for certification from the Illinois State Board of Education.

- E. Specialist's Certificate – Official transcript on file to show an earned Specialist's Certificate or Sixth Year Certificate. If no certificate is issued in the field the teacher chooses, the teacher may qualify for this column by earning 32 semester hours in graduate level courses beyond the Master's Degree and in a program area that qualifies for certification from the Illinois State Board of Education. Hours in graduate level courses earned after the Bachelor's Degree and not counted in the Master's Degree program may be counted if the employee provides a written statement at least five (5) working days prior to the start of the school year (August) and/or the start of the second semester (January), from the university certifying that hours earned after the Bachelor's Degree were not counted in the Master's Degree program and were in a program area that qualifies for certification from the Illinois State Board of Education.
 - F. PH.D. or Ed.D. – Official transcript on file to show an earned Ph.D. or Ed.D.
 - G. Horizontal Movement - Salary adjustment for horizontal movement will be made bi-annually on either September 1st or February 1st. A written statement made by the employee along with proof of credit earned must be provided to the Superintendent's office by the dates listed above in order for horizontal movement on the salary schedule to occur.
- 4.15 **Non-Teaching Duties - Payment** – The non-teaching duty increment schedule as set forth in Appendix B will be determined by the Board and will be based on a percentage of the B.S-0 year column, exclusive of BPR. This is attached to this contract as a matter of information only. When changes occur to Appendix B, an updated copy will be provided to the Association President. In addition, employees will receive an additional \$50.00 for each five (5) years of consecutive experience accumulated in an assignment. Assignments in the same category on the increment schedule will qualify for accumulation.
- 4.16 **Mileage Reimbursement** – Employees shall be paid mileage at the current rate allowed by the Internal Revenue Service for all mileage required in relation to their employment other than travel to and from their school assignment at the beginning of or following the close of their work day.
- 4.17 **Salary Balance Upon Resignation** – Any employee having resigned from the district shall be paid all earned compensation no later than the next regular pay date following the effective date of resignation.
- 4.18 **Summer School** – Employees shall be given first priority in obtaining summer school positions if they qualify under ISBE minimum requirements for state certification and NCA standards, if applicable. In filling summer school vacancies, the administration shall consider the following factors, in no particular order of priority:

- the needs of the District;
- the applicant's competence, including work performance/evaluations;
- experience and teaching experience;
- qualification, including educational background;
- service to the District; and
- other relevant factors.

- 4.19 **Jury Duty** – The Board shall pay the regular salary to employees on jury duty or subpoenaed to appear before legal and administrative review panels as witnesses provided the per diem received is turned in to the Unit Office.
- 4.20 **Replacement Employees** – Any employee hired to replace an employee on leave shall agree that the position taken belongs to the employee on leave and that he/she is a temporary replacement for that employee.
- 4.21 **Payroll Dates and Installments** – Regular pay periods will be twice each month as determined by the Board of Education. If this date falls on a day when school is not in session, employees shall receive their checks on the last workday prior thereto.
- 4.22 **Supervision of School Property** – During the work day or during additional time for which the employee is compensated, employees shall be responsible for supervision of school property and for the supervision of students whenever they are involved in school related activities, “provided that employees shall be effectively supported by the Board and by the appropriate Administration, in accordance with Board policy and Administration regulations, in whatever reasonable action the employee feels necessary in meeting the responsibility.” Employees shall be responsible for and know the location and disposition of all school materials and equipment assigned to them. Nothing contained in this section shall be construed so as to establish any financial responsibility upon the employee for any loss or damage to school property or equipment when used for school purposes.
- 4.23 **Parent Conferences** – Employees shall be available at reasonable times for parent conferences and student help. Such conferences are to be arranged by the employee or by the building principal in consultation with the employee and the parents. Teachers are to attend scheduled events such as open house/orientation night, group and individual conference periods unless excused by the building principal. Parent conferences should be encouraged when it appears that better understanding from home is required for the student's success in the program.
- 4.24 **Lesson Plans** – Employees shall prepare daily lesson plans consistent with the curriculum. The plans for the lessons of the following week shall be submitted to the building principal no later than 3:40 p.m. on the last day of a given week unless an exception is granted by the building principal. They shall be returned to the employee before school begins the first school day of the next week with any comments, criticisms, or suggestions the principal finds appropriate.
- 4.25 **Teacher Absences** – Employees are to remain on the school premises during the scheduled day unless excused by the building administrator and except for during the duty-free lunch period. Employees may leave the building in the event of a personal emergency, but shall notify the office of the building administrator before leaving.

(The time an employee is absent from his/her scheduled duties will be noted by the building administrator, and that his/her pay will be checked off on a percentage basis if the absences continue after the employee is notified his/her absences are excessive.) It is an employee's responsibility to notify the Board designated individual of absences, reason, and duration of the absence. It is not the employee's responsibility to acquire a substitute.

- 4.26 **Meetings - Superintendent - Association President** – The Superintendent and the Association President shall meet from time to time to informally discuss major programs or concerns of the Board and/or Association. Their opinions and recommendations shall be reported to the Board by the Superintendent and to the Association by the President.
- 4.27 **Teachers/Politics** – Employees shall not use instructional privileges or facilities to promote candidates for public office or to further political activities.
- 4.28 **Workday** – Employees will be on duty in the school building or position assigned by their supervisor from 8:00 a.m. to 3:40 p.m. (the student attendance day shall be from 8:10 a.m. until 3:15 p.m.) each day school is in session unless early dismissal is declared by the Superintendent or there is a scheduled faculty meeting. Teachers will not be expected to remain on duty past 3:40 p.m. for any reason. Employees will also be available for parental conferences or other conferences with administrators after students are dismissed and also be available for bus and extra-curricular duties scheduled by the principals. However, with approval of the building principal, employees may leave school immediately after the student day, without loss of sick or personal leave, if school committee work, association work, a scheduled medical appointment, or continuing education classes requires such. The building principal shall use reasonable judgment when granting permission to sign out for reasons not specifically stated above. Denial of permission to sign out for any reason not specifically stated above shall not constitute a violation of the agreement, nor shall it constitute grounds for filing a grievance.
- 4.29 **Lunch and Relief Periods** – Each employee shall be entitled to a duty free lunch period of at least forty (40) minutes or equal to the student lunch period if the student lunch period is greater. Further, each employee in each elementary school shall receive a relief period as scheduled in their building.
- 4.30 **Preparation Periods** – An employee may use time during the workday that is not scheduled or assigned by the administration as preparation time. Additionally, all full-time employees shall receive a daily, scheduled preparation period. Elementary (K-5) staff shall receive at least forty (40) minutes of preparation time and Junior High (6-8) and High School staff shall receive preparation time equal to one student class period.
- 4.31 **Itinerant Employees** – Itinerant employees shall be scheduled so as to allow adequate take down and clean up at one work-site, travel time between locations, and adequate set-up at the next work site. The amount of time that is considered adequate may vary by assignment, but will be mutually agreed upon by the employee and administrator. Travel time will be given in addition to the employee's preparation time and duty-free lunch time. Additionally, all itinerant employees shall receive mileage reimbursement for each work day that requires travel between building assignments per article 4.16 of this collective bargaining agreement.

- 4.32 **Remote Learning** - The Board agrees to collaborate with the Association for the development of a remote learning plan to be implemented by the District during any mandatory suspension of “in-person” instruction with representatives of the Marion Education Association. In regards to remote learning, the District will follow the Illinois State Board of Education guidelines.

Article V, Teacher Evaluation and Termination Procedures

5.1 Employee Evaluation

- A. Notification – Within one month after the beginning of school, the building principal or immediate supervisor shall acquaint each employee under each principal’s or supervisor’s supervision with the evaluation procedures, standards, and instruments to be used in the evaluation. No formal evaluation shall take place until such orientation has been completed. An employee shall be notified at least one week in advance of a formal evaluation.
- B. Probationary Employees – The employee shall be evaluated formally in writing at least one time each semester.
- C. Tenured Employees – The employee shall be evaluated formally in writing at least once every two years.
- D. Procedures
1. Each formal written evaluation shall be preceded by at least one classroom observation for the length of time that constitutes a regular class period exclusive of a study time, if applicable.
 2. There shall be at least a fifteen workday period between each evaluation unless otherwise requested by the evaluator or the employee.
 3. A copy of each formal written evaluation, signed by both parties, shall be given to the employee within five workdays. A conference shall be held between the evaluator and the employee within the five workday period following the classroom observation.
 4. If the employee feels the formal written evaluation is incomplete, inaccurate, or unfair, the employee may submit objections in writing to be attached to the evaluation report and placed in the employee’s personnel file.
 5. The evaluator shall provide the employee with definite, specific positive written suggestions to improve the quality of teaching and to eliminate any deficiencies noted, as well as any assistance to be given to the employee towards improving noted deficiencies. Failure to note a specific deficiency in subsequent evaluations shall be interpreted to mean that adequate improvement has taken place in the area of previous deficiency.
 6. Itinerant Employees – Itinerant employees shall have an evaluation prepared by a designated building principal or immediate supervisor, following consultation

between all building principals in whose buildings the itinerant employee is scheduled.

- E. The consulting teacher will not be required by either party to testify at the dismissal hearing of the teacher deemed unsatisfactory.

5.2 **Unsatisfactory Evaluation Rating Appeal Procedure**

The PERA Joint Committee in conjunction with the Marion Education Association Bargaining Team will develop and implement an “Unsatisfactory Evaluation Rating Appeal Procedure” in the 2020-2021 school year.

5.3 **Evaluation Guidebook**

A current copy of the Marion Community Unit District No. 2 Evaluation Guidebook shall be included and labeled as Appendix C. This guidebook is for the purpose of informing teachers of the district’s evaluation process and procedures. The parties agree that any grievance filed concerning this section of the contract shall be limited to evaluation procedural violations as permitted under the Performance Evaluation Reform Act.

5.4 **Termination Procedures – Tenure Termination –** The Board will comply with the following provisions in all tenure employee terminations. The termination of any tenured employee for any reason other than by a decision by the Board to decrease the number of employees employed shall be in accord with the following procedures:

- A. If the causes for termination are remediable, the employee shall be given reasonable warning in writing, stating specifically the causes which, if not remedied, will result in termination; however, no such written warning shall be required if the causes have been the subject of a remediation plan pursuant to Article 24A.
- B. The appropriate administrator will have a conference and review the employee’s personnel file with the employee, and an Association representative if requested by the employee, prior to the issuance of written notice of termination.
- C. The Board will provide the employee with a written notice that contains a bill of particulars. Such notice shall be served upon the employee within five (5) days of the adoption of the motion. The effective date of termination shall be at least sixty (60) days following the adoption of such notice.
- D. If the employee requests a hearing before the Board within ten (10) days after the service of the written notice stating the specific charges against the employee provided for in paragraph “C” above, the procedure regarding such hearing and thereafter shall be in accord with the applicable provisions of the Illinois School Code regarding termination of tenure employees.
- E. The Board may suspend without pay pending review.
- F. The parties agree that any grievance filed concerning this section of the contract shall be limited to a violation of the procedures stated therein.

Article VI, Grievance Procedures

6.1 Definitions:

- A. Any claim by an employee, or the Association with written consent of an employee(s), that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term or between school terms, time limits shall consist of all weekdays.

6.2 Procedures – The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. At any step in the following procedures, when requested by the employee, an Association representative may accompany the employee to assist in the informal or formal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

- A. Within one (1) calendar years of the event giving rise to the grievance, the employee shall present the grievance in writing to the immediately involved supervisor. The supervisor will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant shall be provided with the supervisor's written response, including the reasons for the decision.
- B. If the grievance is not resolved at Step A, then the grievant may refer the grievance to the superintendent or his/her official designee within ten (10) days after the receipt of the Step A answer or within fifteen (15) days after the Step A meeting, whichever is the latter. The Superintendent shall arrange for a meeting to take place with the grievant within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel, as it deems necessary. Within five (5) days of the meeting, the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.
- C. If the grievant or the Association is not satisfied with the disposition of the grievance in Step A or Step B or the time limits expire without the issuance of the Superintendent's reply, the Association may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules (or, at the request of either party, the Expedited Arbitration Rules) of the American Arbitration Association which shall act as the administrator of the proceedings. If the demand for arbitration is not filed within thirty (30) days of the date for the Step B reply, then the grievance shall be deemed withdrawn.
 - 1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the party.
 - 2. The arbitrator shall have no power to alter the terms of this Agreement.

- 6.3 **Bypass to Superintendent or Arbitration** – If the grievant or Association and the Superintendent agree, Step A or B of the grievance procedure may be bypassed and the grievance brought directly to Step B or C.
- 6.4 **Class Grievance** – Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association with the written consent of the involved grievant(s) at Step B.
- 6.5 **No Reprisals Clause** – No reprisals shall be taken by the Board or the administration against a grievant because of his/her participation in a grievance.
- 6.6 **Release Time** – Should the processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits upon approval by the Superintendent.
- 6.7 **Grievance Withdrawal** – A grievance may be withdrawn at any level without establishing precedent.
- 6.8 **Cost of Arbitrator** – Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and AAA shall be divided equally between the parties.

Article VII, Negotiation Procedures

- 7.1 **Procedures** – Negotiations on issues contained in this agreement shall be conducted through joint discussions with representatives of the Board and Association. The composition of the Association team, not to exceed eight, shall be restricted to Association members including a full-time Uni-Serv Staff. The composition of the Board shall be restricted to members of the Board, the Administration and Counsel.
- 7.2 **Impasse** – Either party may declare an impasse exists as provided by law and request the Federal Mediation and Conciliation Service to provide a mediator to assist the parties.

Article XIII, Employee Benefits

- 8.1 **Employee Health Insurance** – A major medical health and hospital insurance plan will be made available by the Board. Effective September 1, 2020 through August 31, 2023 the Board will pay an amount equal to 75% of the current monthly premium for employee, employee plus one, and family. The major medical coverage will be similar to the one currently available, and it is understood the monthly payment made during any month pays for coverage the entire following month.

The coverage and provider to be effective September 1, 2020 through August 31, 2023 shall be determined annually by mutual agreement between the Board and committee from the Association. If mutual agreement cannot be reached annually, the Board agrees to pay 75% of the premium for the existing policy. Prior to the annual change in the premium, the Insurance Committee of the Board of Education will meet and confer with the Insurance Committee of the Association.

8.2 Pre-Retirement Benefit/Post-Retirement Bonus for Teachers

A. Eligibility.

Certified employees, who have attained at least 20 years of creditable TRS service or will be at least 55 by December 31 of the calendar year in which their effective date of retirement occurs, may take advantage of the pre-retirement benefit. As many as the last four (4) years of an employee's career may be included in the pre-retirement period. An irrevocable letter of intent to retire establishing the date of retirement will create and determine the maximum length of the pre-retirement period.

B. Pre-Retirement Period

Such irrevocable letters of intent to retire must be filed by September 1 of the year up to, and including, the school year of retirement. In cases of emergency the Board shall consider a later date of notification as well as an earlier or later retirement date. The pre-retirement period may be from 1-4 years in duration depending upon when the irrevocable letter of intent to retire is received and the specified date of retirement. An employee may not have a pre-retirement period that exceeds 4 years.

For example, employees who file by September 1, 2006 may retire in 2007, 2008, 2009 or 2010.

Employees retiring in 2007 will have a pre-retirement period of 1 year.
Employees retiring in 2008 will have a pre-retirement period of 2 years.
Employees retiring in 2009 will have a pre-retirement period of 3 years.
Employees retiring in 2010 will have a pre-retirement period of 4 years.

The employee must also provide a letter of intent to the District by September 1 of their final year of employment, indicating that they intend to retire at the end of said year.

C. Benefit Amount and Payment. (Example A)

1. Upon receipt of an irrevocable letter of intent to retire, a "benefit amount" will be determined using the salary schedule in place as of the date the irrevocable letter of intent to retire is given.
2. Based on that salary schedule, the certified employee's projected salary for the last year of employment will be determined using the calculation of the six percent (6%) increases for the pre-retirement period. The total "benefit amount" is defined as twenty percent (20%) of the calculated final year's creditable earnings.
3. The "benefit amount" will be paid to the employee according to the following:
 - a. During the pre-retirement period the employee shall receive his/her regularly scheduled increases in creditable earnings up to the limit above, plus that portion of the "benefit amount" (if any) needed to result in the employee's creditable earnings being 106% of the previous year's creditable earnings.

- b. The portion paid in a given year that is above his/her regularly scheduled increases in creditable earnings shall be deducted from the total calculated “benefit amount”.
- c. At the time of retirement any remaining portion of the total “benefit amount” not yet paid in accordance with the above shall be paid as one lump sum following the last day of employment and receipt of the final payroll check. Such post-retirement payment shall not be considered TRS creditable earnings.
- d. In calculation of the annual 6% and 106% figures, the amounts may be rounded down to the nearest \$5.00 to avoid TRS penalties.

D. Duration of benefit

The duration of this provision for an employee signing such an irrevocable letter of intent to retire will guarantee the benefit to that employee regardless of the inclusion of this provision in successor agreement.

E. Negotiations

The parties agree that the intent of this provision is to avoid the District incurring penalties or additional contribution under what has come to be known as SB 27. This provision shall be reopened for reconsideration upon written demand to bargain by either party, provided that the District becomes subject to TRS penalties under this provision, or in the event of legislative changes or rule changes affecting what has come to be known as SB27. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that the retiring employee shall receive to the maximum extent possible, the full value of the benefit provided under Section 8.2, or legislative changes or rule changes affecting what has come to be known as SB 27, while avoiding TRS penalties to the District that may arise due to the Pre-retirement Benefit / Post-retirement Benefit Amount.

F. Percentage of Employment (Example B)

This provision assumes that the teacher’s percentage of employment and additional work duties will remain the same after an irrevocable notice of intent to retire has been given. If a teacher’s percentage of work or additional duties decrease during the pre-retirement period, the teacher’s salary and Pre-retirement Benefit / Post-retirement Benefit will be decreased or in proportion to the reduced work percentage, or the extra duties which are not performed in subsequent years. (See Example B)

EXAMPLE A

Retirement language explanation July 18, 2006 9.8901% 10.3753% 1.103753

Salary from Salary Schedule

exp	year	BS + 16	BS + 16 w/ BPR	regularly scheduled increase in credible earnings		
28	2005-06	\$55,115	\$60,566			
29	2006-07	\$57,335	\$63,284	\$2,718		
30	2007-08	\$59,525	\$65,701	\$2,417		
31	2008-09	\$61,735	\$68,140	\$2,439		
32	2009-10	\$64,015	\$70,657	\$2,517		
Declare in 06-07 that they will retire in 06-07		6% salary	6% increase in credible earnings	regularly scheduled credible earnings		
2006-07		\$58,165	\$64,200	\$63,284	minus from bank	\$916
20% bonus (bank)		\$12,840				
post retirement		\$11,924				
Declare in 06-07 that they will retire in 07-08		6% salary	6% increase in credible earnings	regularly scheduled credible earnings		
2006-07		\$58,165	\$64,200	\$63,284	minus from bank	\$916
2007-08		\$61,655	\$68,052	\$66,617	minus from bank	\$1,435
20% bonus (bank)		\$13,610				total \$2,351
post retirement		\$11,259				
Declare in 06-07 that they will retire in 08-09		6% salary	6% increase in credible earnings	regularly scheduled credible earnings		
2006-07		\$58,165	\$64,200	\$63,284	minus from bank	\$916
2007-08		\$61,655	\$68,052	\$66,617	minus from bank	\$1,435
2008-09		\$65,354	\$72,135	\$70,491	minus from bank	\$1,644
20% bonus (bank)		\$14,427				total \$3,995
post retirement		\$10,432	4yr avg \$66,238			
Declare in 06-07 that they will retire in 09-10		6% salary	6% increase in credible earnings	regularly scheduled credible earnings		
2006-07		\$58,165	\$64,200	\$63,284	minus from bank	\$916
2007-08		\$61,655	\$68,052	\$66,617	minus from bank	\$1,435
2008-09		\$65,354	\$72,135	\$70,491	minus from bank	\$1,644
2009-10		\$69,276	\$76,463	\$74,652	minus from bank	\$1,812
20% bonus (bank)		\$15,293				total \$5,806
post retirement		\$9,486				

EXAMPLE B

Person stops coaching voluntarily at year 2 (\$3000 extra) - 4 year pre-retirement

	Previous year salary		Amount of raise	Total Salary	Raise per Contract (example)	Minus from Bank
Year 1	\$50,000	0.06	\$3,000	\$53,000	\$2,040	\$960
Year 2	\$53,000	0.06	\$3,180	\$56,180-\$3000=\$53,180	\$2,240	\$0
Year 3	\$53,180	0.06	\$3,191	\$56,371	\$2,440	\$751
Year 4	\$56,371	0.06	\$3,382	\$59,753	\$2,640	\$742
					Total	\$2,453
Benefit Amount	\$59,753	0.20		\$11,951		
Monies used to increase salary to 6%				\$2,453		
Monies paid Post-Retirement				\$9,498		

- 8.3 **Health Insurance Contribution for Department of Central Management Services** – The Board of Education agrees to pay, on behalf of the employee, the employee’s full amount of the health insurance contribution to the Teachers’ Retirement System as the collecting agency for the Department of Central Management Services as required by law.
- 8.4 **Board Paid Retirement to TRS** – The Board agrees to pay, on behalf of the employee, the employee’s full contribution directly to the Illinois Teachers’ Retirement System representing the employee’s contribution as described by the rules and regulations of the Illinois Downstate Teachers’ Retirement System and the laws of the State of Illinois.

The Board further agrees to consider as excludible income the dollar amount represented thereby based upon the Federal Pension Reform Act of 1974, on the following conditions:

- A. That in the event the Internal Revenue Service shall determine such monies, or a part thereof, a part of gross income for the purpose of federal income tax, the same shall be subject to withholding as federal income tax by the Board.
- B. Further, that upon any notification by the Internal Revenue Service that such monies may not be excluded from gross income for income tax withholding purposes, or a portion thereof, each employee so affected shall immediately pay such withholding tax monies due along with penalties and interest as are necessary to hold harmless the employer from any financial liability or obligation thereof. That this clause shall apply individually as well as collectively and shall apply to all or a part of such monies as are treated as excludible income.
- C. If the Board, in good faith, believes that all or a portion of the excludible income of one or more of said employees is not subject to exclusion, and upon thirty (30) days written notice to the Association may cease such exclusion from reportable gross income until such time as an opinion directed to the Board from the appropriate Treasury Department official determining excludability of the income in question.

The purpose of this agreement is to permit the tax sheltering of Illinois Teachers’ Retirement System contributions designated to be made by the employee for the purpose of federal income tax under the Pension Reform Act of 1974 Section 414H2 and may be retroactively modified by the consent of both parties to this contract; in the event that any portion of this section shall be declared illegal by a court of competent jurisdiction that portion thereof shall be deleted from this agreement to the extent that it violated the law and the remainder shall remain in force and effect provided it does not increase the financial obligation upon the part of the Board.

Article IX, Leave

9.1 Sick Leave

- A. The Board will grant sixteen (16) days of sick leave at full-pay in each school year to full-time employees. If any teacher does not use the full amount of annual leave days thus allowed, the unused portion shall accumulate to an unlimited number. Sick leave shall be interpreted to mean personal illness, medical/dental appointments, quarantine

at home, or serious illness or death in the immediate family or household. Immediate family is interpreted to mean spouse, children, parents, legal guardians, brothers, sisters, nieces, nephews, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, step-children, and step-parents. If an employee uses 4 (four) sick leave days or less in a given school year, two (2) days will be added to the employee's cumulative total of sick leave days at the beginning of the following fiscal school year. An employee may also use up to a maximum of five (5) days of sick leave per year to tend to an emergency such as loss of property due to fire, flood, theft, or unforeseen natural disasters that affect the employee's immediate family. Additional sick leave days may be used upon approval of administration.

- *Accumulated sick leave removed from employee's time at the beginning of the 2019-2020 school year shall be reinstated by the first pay period of the 2020-2021 school year.*

B. In addition to the ordinary annual allotment of sick leave days set forth in Section 9.1 A. above, full-time employees of the District may also receive a grant of additional sick leave days, as set forth in this section.

Eligibility: To be eligible for such grant of additional sick leave days, employees must meet the following two eligibility requirements:

1) **District Service:** the employee has served 8 years of full-time service to the District, *or* the employee has a minimum of at least 85 accumulated, unused sick leave days in the District; and

2) **Retirement:** the employee has already submitted an irrevocable letter of retirement effective within the next 4 years to the District in accordance with Section 8.2, *or* the employee submits an irrevocable letter of retirement effective within the next 5 years from the date of notification, along with the request for grant of sick leave days.

Sick Leave Grant: Teachers who submit written requests to the Board for grant of additional sick leave days and who meet the above eligibility requirements may receive such additional sick leave days to increase the employee's total of accumulated, unused sick leave days to 340, in order to maximize the number of sick leave days available for purposes including TRS service credit.

The grant of additional sick leave days must conform to the rules and regulations of the Teachers' Retirement System (TRS), and in all cases, any additional days awarded to a teacher under this provision must actually be available for use in the event of illness, accident, or disability. Following such grant of additional sick leave days, teachers will continue to receive the ordinary annual allotment of sick leave days under Section 9.1.

Case-by-case Basis: The Board of Education reserves the right to consider and act upon requests for such grant of additional sick leave, on a case-by-case basis, and without establishing a binding precedent for any future request.

The intent of this provision is to allow the District to provide additional sick leave

days for TRS service credit which may allow a teacher to retire up to two years early and thereby result in a net savings to the District. The Board may determine whether the grant of additional sick leave days is appropriate in each case, in the best interest of the District, and including an analysis of factors such as the TRS penalty or cost associated with the grant of additional sick leave days.

This provision is generally intended to be used by teachers that have had to use maternity leave, or have had a catastrophic illness in the family, and have thereby been prevented from accumulating two years of sick leave days service credit toward TRS retirement. This provision is not intended to be available to teachers who have abused or “burned” their ordinary annual allotment of sick leave days over the course of their career.

9.2 **Personal Leave**

- A. The board of education will grant up to three (3) days per school year with full pay for personal time. Personal leave days may be used for any reason the employee deems necessary and need furnish no reason for use of such days. Personal leave may be taken in full day or ½ day increments. Such leave shall accumulate to five (5) days. Any days not used over five (5), shall be converted to sick days and accumulate to an unlimited number.
- B. Personal leave may be granted for use before or after a school holiday given permission by the building principal. Such requests should be submitted one week in advance.

9.3 **Association Leave** – In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives upon the written request of the President of the Association, shall be excused. No loss of salary will occur providing the Association reimburses the district for the cost of the substitute (s). The total number of days for this purpose shall not exceed fifteen (15) days during a school term. The request shall be made to the Superintendent’s office at least three (3) days prior to the absence.

9.4 **Leave of Absence** – Leaves of absence for employees may be granted by the Board upon written application of the employee. Such leave may be granted up to one school term for reasons of health, for graduate study at a recognized college or university, for educational research for educational assignments outside the community and other purposes designed to improve the school system. When authorized leave periods are granted the employee’s tenure is protected and the employee may remain in the group hospital insurance plan by paying the full monthly premium. No compensation will be paid by the Board during the authorized leave.

9.5 **Military Leave**

- A. The Board and the Association recognize that a leave of absence for active military service is quite different from other leaves of absence.

The parties further recognize that employees shall be granted leave for call-up to active military service in accordance with all applicable federal and state regulations.

Both the employee and the District shall be responsible for complying with all applicable regulations regarding such leave. An employee, upon submission of evidence that he or she has been ordered into active military service in the United States Armed Forces, shall be granted a leave of absence for the duration of his or her required service. This provision is declaratory of the employee's rights under state and federal law and shall be exempt from the grievance procedure otherwise applicable to the provision of this Agreement.

In addition to the foregoing statements, any employee in voluntary service in the Reserve Forces of the United States, or in the Illinois National Guard, shall be advanced one (1) "step" of experience on the salary schedule for each year the employee is out on a leave of absence due to call-up to active military service.

- B. In addition to receiving a leave of absence, and advancement of "steps" for experience, during periods of qualified military leave as set forth in Section 9.5 A. above, full-time employees of the District may also have the District purchase qualifying military service credit on their behalf through the Teacher Retirement System, as set forth in this section.

Eligibility: To be eligible for such purchase of qualifying military service credit, employees must meet the following two eligibility requirements:

1) District Service: the employee has 8 years of full-time service to the District; and

2) Retirement: the employee has already submitted an irrevocable letter of retirement effective within the next 4 years to the District in accordance with Section 8.2, *or* the employee submits an irrevocable letter of retirement effective within the next six (6) years from the date of notification, along with the request for the District to purchase qualifying military service credit on the employee's behalf.

Purchase of Military Service Credit: Teachers who submit written requests to the Board for the purchase on their behalf of qualifying military service credit through the Teacher Retirement System, and who meet the above eligibility requirements, may have up to two (2) years of qualifying reciprocal service credit purchased by the District, in order to maximize the service credit available for TRS purposes including retirement.

The purchase of qualifying military service credit must conform to the rules and regulations of the Teachers' Retirement System (TRS), and in all cases, the purchase of any such credit will be limited to service in the active military service in the United States Armed Forces, voluntary service in the Reserve Forces of the United States, or in the Illinois National Guard.

Case-by-case Basis: The Board of Education reserves the right to consider and act upon requests for the purchase of such qualifying military service credit, on a case-by-case basis, and without establishing a binding precedent for any future request.

The intent of this provision is to allow the District to purchase additional qualifying military service credit, for TRS service credit purposes, which may allow a teacher to retire up to two years early and thereby result in a net savings to the District. The

Board may determine whether the purchase of military service credit is appropriate in each case, in the best interest of the District, and including an analysis of factors such as the TRS penalty or cost (if any) associated with the purchase of such additional service credit.

9.6 **Bereavement**

- A. Teachers will be granted up to three (3) days of paid bereavement leave for the death of an immediate family member. Immediate family is interpreted to mean spouse, children, parents, legal guardians, brothers, sisters, nieces, nephews, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, step-children, and step-parents.
- B. One (1) day of paid bereavement leave will be granted for the death of other family members and/or friends.
- C. The teacher may use accumulated sick leave if his/her absence exceeds the allotted bereavement leave listed above in section 9.6 A and B.
- D. Bereavement leave does not accumulate as sick or personal leave and cannot be carried over from one school term to the next.

Article X, Effect of Contract

- 10.1 **Complete Understanding** — The terms and conditions set forth in this Contract 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.
- 10.2 **Incorporation of Board Policies** — The policies and procedures of the Board may neither countermand nor be contrary to the terms and conditions of this Contract.
- 10.3 **Savings Clause** — Should any article, section, or clause of this Contract be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Contract to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 10.4 **Inclusions** — The parties agree that applicable Illinois statutory and case law and the Constitutions of the United States and the State of Illinois are hereby incorporated into this Contract.
- 10.5 **No Strike Clause** — The Association agrees not to strike nor condone a work stoppage of any kind involving the Board during the term of this Contract, nor to strike or condone a work stoppage involving the Board at any other time except in accordance with the provisions of the Illinois Educational Labor Relations Board.
- 10.6 **Term of Contract** — This Contract shall be effective August 18, 2020 and shall continue in effect until seven (7) days prior to the opening of school for the 2023-2024 school year.


This Contract is signed this 18th day of August, 2020.

In Witness Whereof:
For the Marion Education
Association

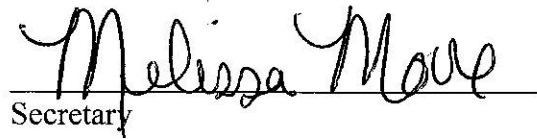
For the Board of Education
Community Unit School District. No. 2



President



President



Secretary



Secretary

Appendix A-3

BPR	Increase in Base	Total	MS +16	Amount of Difference by Ed. Level		MS +16-6yr	Total	MS +16	MS +15	MS +16	Total	MS +32	BPR	Total	PHD	BPR	Total
				MS+16-6yr	MS+16-3yr												
MS	\$800.00	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	\$800.00	PHD	\$800.00	\$800.00		\$800.00
B5+16	\$750.00	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00		\$750.00	\$750.00		\$750.00
B5	\$750.00	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00		\$750.00	\$750.00		\$750.00
BPR	9.8901%	\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17
BPR		\$46,653.84	\$46,653.84	\$4,587.52	\$50,972.52	\$50,385.00	\$4,983.13	\$55,368.13	\$51,585.00	\$5,101.81	\$56,886.81	\$52,785.00	\$5,220.49	\$56,005.49	\$53,985.00	\$5,339.17	\$59,324.17

CSUD #2 Marlon, Illinois Salary Schedule JC 2022-2023

Appendix A-3

BPR	9.9901% Base Salary	Increase in Base	\$1,075.00		
			Amount of Difference by Ed. Level		
			MS	MS+16	MS+32

Step Increase Per Year By Ed. Level	MS	MS+16	MS+32	PHD	BPR	Dollar amount		
						Amount of Difference by Ed. Level		
						MS	MS+16	MS+32

BS	MS-16	MS-16	MS-16-6yr	MS-16-6yr	MS-16-6yr
BS+16	6yr	6yr	6yr	6yr	6yr
MS	PHD	PHD	PHD	PHD	PHD

0	\$47,300.00	\$4,678.02	\$51,978.02	\$48,500.00	\$4,796.70	\$53,296.70	\$52,500.00	\$5,192.30	\$57,692.30	\$53,700.00	\$5,310.98	\$59,010.98	\$54,900.00	\$5,429.66	\$60,329.66	\$56,100.00	\$5,548.35	\$61,648.35
1	\$48,080.00	\$4,755.16	\$52,835.16	\$49,280.00	\$4,873.84	\$54,153.84	\$53,320.00	\$5,273.40	\$58,597.40	\$54,520.00	\$5,392.08	\$59,912.08	\$55,720.00	\$5,510.76	\$61,230.76	\$56,920.00	\$5,629.44	\$62,549.44
2	\$48,860.00	\$4,832.30	\$53,692.30	\$50,060.00	\$4,950.98	\$55,010.98	\$54,140.00	\$5,354.50	\$59,464.50	\$55,340.00	\$5,473.18	\$60,813.18	\$56,540.00	\$5,591.86	\$62,131.86	\$57,740.00	\$5,710.54	\$63,450.54
3	\$49,640.00	\$4,909.45	\$54,549.45	\$50,840.00	\$5,028.13	\$55,868.13	\$54,960.00	\$5,435.60	\$60,395.60	\$56,160.00	\$5,554.28	\$61,714.28	\$57,360.00	\$5,672.96	\$63,032.96	\$58,560.00	\$5,791.64	\$64,351.64
4	\$50,420.00	\$4,986.59	\$55,406.59	\$51,620.00	\$5,105.27	\$56,725.27	\$55,780.00	\$5,516.70	\$61,296.70	\$56,960.00	\$5,635.38	\$62,615.38	\$58,180.00	\$5,754.06	\$63,934.06	\$59,360.00	\$5,872.74	\$65,252.74
5	\$51,200.00	\$5,063.73	\$56,263.73	\$52,400.00	\$5,182.41	\$57,582.41	\$56,600.00	\$5,597.80	\$62,197.80	\$57,800.00	\$5,716.48	\$63,516.48	\$59,000.00	\$5,835.16	\$64,835.16	\$60,200.00	\$5,953.84	\$66,153.84
6	\$51,980.00	\$5,140.87	\$57,120.87	\$53,180.00	\$5,259.56	\$58,439.56	\$57,420.00	\$5,678.90	\$63,098.90	\$58,620.00	\$5,797.58	\$64,417.58	\$59,820.00	\$5,916.26	\$65,736.26	\$61,020.00	\$6,034.94	\$67,054.94
7	\$52,760.00	\$5,218.02	\$57,978.02	\$53,960.00	\$5,336.70	\$59,296.70	\$58,240.00	\$5,759.99	\$63,999.99	\$59,440.00	\$5,878.68	\$65,318.68	\$60,640.00	\$5,997.36	\$66,637.36	\$61,840.00	\$6,116.04	\$67,956.04
8	\$53,540.00	\$5,295.16	\$58,835.16	\$54,740.00	\$5,413.84	\$60,153.84	\$59,080.00	\$5,841.09	\$64,901.09	\$60,280.00	\$5,959.77	\$66,219.77	\$61,460.00	\$6,078.46	\$67,538.46	\$62,660.00	\$6,197.14	\$68,857.14
9	\$54,320.00	\$5,372.30	\$59,692.30	\$55,520.00	\$5,490.98	\$61,019.98	\$59,860.00	\$5,922.19	\$65,802.19	\$61,060.00	\$6,040.87	\$67,120.87	\$62,280.00	\$6,159.55	\$68,439.55	\$63,460.00	\$6,278.24	\$69,758.24
10	\$55,100.00	\$5,450.00	\$60,550.00	\$56,300.00	\$5,570.92	\$61,920.92	\$60,640.00	\$6,112.08	\$66,712.08	\$61,800.00	\$6,122.08	\$67,912.08	\$63,000.00	\$6,230.76	\$69,230.76	\$64,200.00	\$6,349.44	\$70,569.44
11	\$55,880.00	\$5,527.64	\$61,407.64	\$57,080.00	\$5,651.06	\$62,851.06	\$61,440.00	\$6,193.18	\$67,624.18	\$62,720.00	\$6,211.86	\$68,813.18	\$63,820.00	\$6,286.15	\$69,999.15	\$65,000.00	\$6,360.15	\$71,450.15
12	\$56,660.00	\$5,605.18	\$62,265.18	\$57,860.00	\$5,731.20	\$63,791.20	\$62,200.00	\$6,274.28	\$68,714.28	\$64,640.00	\$6,292.96	\$69,714.28	\$64,640.00	\$6,341.84	\$70,541.84	\$65,840.00	\$6,411.64	\$71,450.15
13	\$57,440.00	\$5,682.64	\$63,122.64	\$58,640.00	\$5,811.32	\$64,723.32	\$63,040.00	\$6,355.36	\$70,615.36	\$65,480.00	\$6,374.06	\$71,934.06	\$66,660.00	\$6,452.14	\$72,486.14	\$66,660.00	\$6,492.14	\$72,486.14
14	\$58,220.00	\$5,760.18	\$63,980.18	\$59,420.00	\$5,891.46	\$65,711.46	\$63,880.00	\$6,435.84	\$71,516.48	\$66,280.00	\$6,455.16	\$72,835.16	\$67,480.00	\$6,492.14	\$73,327.14	\$67,480.00	\$6,572.14	\$73,327.14
15	\$59,000.00	\$5,837.72	\$64,837.72	\$60,200.00	\$5,971.60	\$66,703.60	\$64,720.00	\$6,516.32	\$72,403.60	\$67,060.00	\$6,537.60	\$73,221.60	\$68,360.00	\$6,577.60	\$74,118.60	\$68,360.00	\$6,657.60	\$74,118.60
16	\$59,780.00	\$5,915.26	\$65,695.26	\$60,980.00	\$6,051.74	\$67,696.74	\$65,560.00	\$6,597.80	\$73,296.74	\$67,840.00	\$6,618.26	\$74,110.74	\$69,040.00	\$6,653.26	\$74,963.26	\$69,040.00	\$6,737.26	\$74,963.26
17	\$60,560.00	\$6,000.00	\$66,560.00	\$61,760.00	\$6,131.88	\$68,691.88	\$66,400.00	\$6,678.90	\$74,181.88	\$68,180.00	\$6,700.00	\$75,081.88	\$70,240.00	\$6,760.00	\$75,971.88	\$70,240.00	\$6,818.88	\$75,971.88
18	\$61,340.00	\$6,084.82	\$67,424.82	\$62,540.00	\$6,212.02	\$69,696.82	\$67,180.00	\$6,760.18	\$75,172.02	\$68,920.00	\$6,781.32	\$76,072.02	\$71,000.00	\$6,841.32	\$76,962.02	\$71,000.00	\$6,900.00	\$76,962.02
19	\$62,120.00	\$6,169.66	\$68,289.66	\$63,320.00	\$6,292.16	\$70,701.66	\$67,960.00	\$6,841.54	\$76,163.16	\$69,660.00	\$6,862.66	\$77,033.16	\$71,780.00	\$6,922.66	\$77,923.16	\$71,780.00	\$6,979.66	\$77,923.16
20	\$62,900.00	\$6,254.50	\$69,154.50	\$64,100.00	\$6,372.30	\$71,711.50	\$68,740.00	\$6,922.30	\$77,154.50	\$70,460.00	\$6,943.00	\$78,024.50	\$72,560.00	\$6,963.00	\$78,914.50	\$72,560.00	\$7,000.00	\$78,914.50
21	\$63,680.00	\$6,339.34	\$70,019.34	\$64,880.00	\$6,452.44	\$72,661.34	\$69,520.00	\$7,002.44	\$78,145.34	\$71,240.00	\$7,023.34	\$79,038.34	\$73,360.00	\$7,043.34	\$79,928.34	\$73,360.00	\$7,080.00	\$79,928.34
22	\$64,460.00	\$6,424.18	\$70,884.18	\$65,660.00	\$6,532.58	\$73,571.18	\$70,300.00	\$7,082.58	\$79,136.18	\$72,020.00	\$7,103.32	\$80,013.18	\$74,080.00	\$7,124.32	\$80,903.18	\$74,080.00	\$7,160.00	\$80,903.18
23	\$65,240.00	\$6,509.02	\$71,739.02	\$66,440.00	\$6,612.72	\$74,480.02	\$71,080.00	\$7,162.72	\$80,127.02	\$72,800.00	\$7,184.36	\$81,091.02	\$74,880.00	\$7,205.36	\$81,976.02	\$74,880.00	\$7,240.00	\$81,976.02
24	\$66,020.00	\$6,593.86	\$72,593.86	\$67,220.00	\$6,692.86	\$75,389.86	\$71,860.00	\$7,242.86	\$81,181.86	\$73,600.00	\$7,266.00	\$82,031.86	\$75,680.00	\$7,289.00	\$82,916.86	\$75,680.00	\$7,280.00	\$82,916.86
25	\$66,800.00	\$6,678.70	\$73,448.70	\$68,000.00	\$6,772.00	\$76,290.00	\$72,640.00	\$7,322.00	\$82,272.00	\$74,420.00	\$7,349.20	\$83,041.20	\$76,560.00	\$7,371.20	\$84,001.20	\$76,560.00	\$7,316.00	\$84,001.20
26	\$67,580.00	\$6,763.54	\$74,303.54	\$68,780.00	\$6,851.14	\$77,190.14	\$73,420.00	\$7,402.14	\$83,163.14	\$75,200.00	\$7,427.44	\$84,023.14	\$77,440.00	\$7,453.44	\$85,003.14	\$77,440.00	\$7,400.00	\$85,003.14
27	\$68,360.00	\$6,848.38	\$75,158.38	\$69,560.00	\$6,930.28	\$78,090.28	\$74,200.00	\$7,482.28	\$84,155.28	\$76,000.00	\$7,499.68	\$85,015.28	\$78,320.00	\$7,520.68	\$86,015.28	\$78,320.00	\$7,448.00	\$86,015.28
28	\$69,140.00	\$6,925.22	\$76,013.22	\$70,340.00	\$7,009.38	\$79,000.00	\$75,000.00	\$7,562.38	\$85,107.38	\$76,800.00	\$7,537.00	\$86,027.38	\$79,160.00	\$7,563.00	\$87,027.38	\$79,160.00	\$7,496.40	\$87,027.38
29	\$69,920.00	\$7,009.82	\$76,868.82	\$71,120.00	\$7,089.48	\$80,010.00	\$75,800.00	\$7,644.48	\$86,119.48	\$77,600.00	\$7,609.60	\$87,039.48	\$80,000.00	\$7,632.60	\$88,039.48	\$80,000.00	\$7,576.00	\$88,039.48
30	\$70,700.00	\$7,090.42	\$77,724.42	\$71,900.00	\$7,169.58	\$81,020.00	\$76,600.00	\$7,726.58	\$87,131.58	\$78,400.00	\$7,680.80	\$88,049.58	\$80,800.00	\$7,700.80	\$89,049.58	\$80,800.00	\$7,544.00	\$89,049.58
31	\$71,480.00	\$7,171.06	\$78,579.46	\$72,680.00	\$7,249.68	\$82,030.00	\$77,400.00	\$7,807.68	\$88,151.68	\$79,180.00	\$7,753.92	\$89,059.68	\$81,600.00	\$7,778.92	\$90,059.68	\$81,600.00	\$7,504.00	\$90,059.68
32	\$72,260.00	\$7,251.70	\$79,434.46	\$73,460.00	\$7,329.78	\$83,040.00	\$78,200.00	\$7,887.78	\$89,163.78	\$80,000.00	\$7,833.16	\$90,069.78	\$82,400.00	\$7,854.16	\$91,069.78	\$82,400.00	\$7,484.00	\$91,069.78
33	\$73,040.00	\$7,332.34	\$80,289.46	\$74,240.00	\$7,409.88	\$84,050.00	\$79,000.00	\$7,967.88	\$90,175.88	\$80,800.00	\$7,910.56	\$91,079.88	\$83,200.00	\$7,927.56	\$92,079.88	\$83,200.00	\$7,434.00	\$92,079.88

APPENDIX B
2020-2023

Increment to be based on the percent of B.S. Degree, 0 years' experience, exclusive of Board Paid Retirement.

*As per board action during the 2011-2012 school, Adams School athletic expenses are now being paid by the Adams PTO

Department Heads	Percent
Social Studies.....	4.00
Language Arts.....	4.00
Foreign Language	4.00
Science	4.00
Mathematics.....	4.00
Physical Education.....	4.00
Health/Driver Education	4.00
Guidance	4.00
Vocational Director.....	4.00
Extension Center.....	4.00
Business Department	4.00
Bands	
High School and Elementary (1).....	11.00
Junior High (2).....	11.00
Elementary (1)	7.00
High School Music Assistance	2.00
High School Flag Corp/Color Guard	8.00
High School Drumline/Percussion Assistant.....	8.00
School Publications	
Newspaper - High School (1)	6.00
Yearbook	
High School (1).....	8.50
Junior High (1).....	4.25
Speech and Theater Activities	
High School (1).....	3.00
High School Drama (1).....	3.00
High School Forensics (1)	3.00
High School MCTV (1)	3.00
Vocal Music	
High School Chorus and Special Groups (1).....	11.00
Junior High - Special Groups (1).....	11.00
Adams Chorus and Special Groups (1).....	4.00
Student Council	
High School (1).....	6.00
Junior High (1).....	6.00

Vocational Education

CVE Extended Time - 10 days (2).....	5.50
Building Trades Extended Time - 5 days (1).....	3.00
Vocational Agriculture Extended Time - 5 days (1).....	7.50

Academic Competition

High School (1).....	4.00
High School Math Team (1)	4.00
Junior High (1).....	3.00

Pupil Support Services

Guidance - 25 days (2).....	23.50
Guidance - 10 days (4).....	10.00
High School Class Sponsors (8 - 2 each class).....	4.00

Robotics

High School (1).....	10.00
Assistant (1)	3.00
Junior High (1).....	10.00
Assistant (1)	3.00

Football

High School

Head Coach (1)	13.25
Assistant Coach (6)	8.50

Basketball

High School

Boys Head Coach (1).....	13.25
Boys Assistant Coach (2).....	8.50
Boys Freshman Coach (1).....	8.50
Girls Head Coach (1)	13.25
Girls Assistant Coach (2).....	8.50
Girls Freshman Coach (1).....	8.50

Junior High School

Boys Head Coach (1).....	9.00
Boys Assistant Coach (1).....	7.00
Girls Head Coach (1)	9.00
Girls Assistant Coach (1).....	7.00

Adams School

Boys Head Coach (1).....	To be
Boys Assistant Coach (1).....	determined
Girls Head Coach (1)	by Adams
Girls Assistant Coach (1).....	PTO

Track and Field

High School

Boys Head Coach (1).....	13.25
Boys Assistant Coach (2).....	8.50

Track and Field

High School

Girls Head Coach (1)	13.25
Girls Assistant Coach (2)	8.50
Boys Cross Country Coach (1)	10.00
Girls Cross Country Coach (1)	10.00

Junior High School

Boys Head Coach (1)	6.00
Boys Assistant Coach (1)	4.50
Girls Coach (1)	6.00
Girls Assistant Coach (1)	4.50
Boys Cross Country Head Coach (1)	6.00
Girls Cross Country Head Coach (1)	6.00

Adams School

Boys Head Coach (1)	To be
Boys Assistant Coach (1)	determined
Girls Head Coach (1)	by Adams
Girls Assistant Coach (1)	PTO

Wrestling

High School

Head Coach (1)	10.00
Assistant Coach (1)	7.25

Baseball

High School

Head Coach (1)	13.25
Assistant Coach (1)	8.50

Junior High School

Head Coach (1)	6.00
Assistant Coach (1)	4.50

Adams School

Head Coach (1)	To be determined by
Assistant Coach (1)	Adams PTO

Volleyball

High School

Girls Head Coach (1)	13.25
Girls Assistant Coach (1)	8.50
Girls Freshman Coach (1)	8.50

Junior High School

Girls Head Coach (1)	6.00
Girls Assistant Coach (1)	4.50

Adams School

Head Coach (1)	To be determined by
Assistant Coach (1)	Adams PTO

Golf

High School

Boys Head Coach (1)	10.00
Girls Head Coach (1)	10.00

Softball

High School

Girls Head Coach (1)	13.25
Girls Assistant Coach (1)	8.50

Junior High School

Girls Head Coach (1)	6.00
Girls Assistant Coach (1)	4.50

Adams School

Girls Head Coach (1)	To be determined by
Girls Assistant Coach (1)	Adams PTO

Soccer

High School

Boys Head Coach (1)	10.00
Boys Assistant Coach (1)	7.25
Girls Head Coach (1)	10.00
Girls Assistant Coach (1)	7.25

Cheerleading/PomPon

High School

Cheerleading (1)	10.00
Assistant Cheerleading Coach (1)	7.00
Pom Pon (1)	10.00
Assistant Pom Pon (1)	7.00

Junior High School

Cheerleading Coach (1)	6.00
Pom Pon (1)	6.00

Adams School

Coach (1)	To be determined by
.....	Adams PTO

Weight Room

High School Semester Supervisor (2)	7.00
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Tennis Team

High School

Boys Head Coach (1)	10.00
Girls Head Coach (1)	10.00

Assistant Athletic Director

Junior High School	14.00
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Bowling Team

High School

Boys & Girls Head Coach (1)	6.00
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Bass Fishing Team

High School

Boys & Girls Head Coach (1)6.00
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