# PROFESSIONAL NEGOTIATIONS AGREEMENT BETWEEN THE MAROA-FORSYTH BOARD OF EDUCATION MAROA-FORSYTH COMMUNITY UNIT SCHOOL DISTRICT NO. 2 AND

THE MAROA-FORSYTH EDUCATION ASSOCIATION

CHARTERED WITH THE ILLINOIS EDUCATION ASSOCIATION

AND THE NATIONAL EDUCATION ASSOCIATION

2016-2018

## Table of Contents

Article I	Recognition
1.1	Recognition of Board and Association
Article II	Rights and Responsibilities
2.1	Board Rights
2.2	Negotiations
2.3	Good Faith
2.4	Representative Powers
2.5	Non-discriminating Negotiation
2.6	Board Requested Appearance
2.7	Personnel File Review
2.8	Association Dues
2.9	Association Bulletin Board
2.10	Association Meetings
2.11	Association Business
2.12	Association Request for Board Financial Reports
2.13	Association Non-support of Strike or Slowdown
Article III	<b>Employment Conditions</b>
3.1	Notice of Teaching Assignment
3.2	Classroom Discipline
3.3	Transfer without Consent
3.4	Internal Substitute
3.5	Teacher Foregoing Planning Period
3.6	Dismissal Time (Friday & Holidays)
3.7	Length of School Day
3.8	Class Sponsor
3.9	First Teacher Attendance Day
3.10	New JH/HS Class Preparation Stipend
Article IV	<b>Employee Evaluation</b>
4.1	Evaluation Minimums
4.2	Evaluation Instrument Changes
4.3	In-class Observation
4.4	Evaluation Conference
4.5	Evaluation Explanation
4.6	Evaluation Distribution
4.7	Evaluation Compliance

Article V	Leaves
5.1	Sick Leave
5.2	Sick Bank
5.3	Personal Leave
5.4	Family Medical Leave Act
5.5	Association Professional Leave
5.6	Leave of Absence
5.7	Health Insurance During Leaves
5.8	Professional Leave
5.9	Unpaid Leave
5.10	Organizational Leave
Article VI	Professionalism
6.1	Faculty Appearance.
Article VII	Reduction in Staff
7.1	Reduction in Staff Notification
Article VIII	Grievance
Article VIII 8.1	Grievance Grievance Definition
8.1	Grievance Definition
8.1 8.2	Grievance Definition Grievance Timeline  Negotiation Procedures
8.1 8.2 Article IX	Grievance Definition Grievance Timeline
8.1 8.2 <b>Article IX</b> 9.1	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives
8.1 8.2 <b>Article IX</b> 9.1 9.2	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives Negotiation Representative Limitations
8.1 8.2 <b>Article IX</b> 9.1 9.2 9.3	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives Negotiation Representative Limitations Negotiation Timeline
8.1 8.2 <b>Article IX</b> 9.1 9.2 9.3 9.4	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives Negotiation Representative Limitations Negotiation Timeline Tentative Agreement
8.1 8.2 <b>Article IX</b> 9.1 9.2 9.3 9.4 9.5	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives Negotiation Representative Limitations Negotiation Timeline Tentative Agreement Negotiation Impasse
8.1 8.2 <b>Article IX</b> 9.1 9.2 9.3 9.4 9.5 9.6 <b>Article X</b>	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives Negotiation Representative Limitations Negotiation Timeline Tentative Agreement Negotiation Impasse Mediator
8.1 8.2 <b>Article IX</b> 9.1  9.2  9.3  9.4  9.5  9.6 <b>Article X</b> 10.1 Agree	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives Negotiation Representative Limitations Negotiation Timeline Tentative Agreement Negotiation Impasse Mediator  Effect of Agreement
8.1 8.2  Article IX  9.1 9.2 9.3 9.4 9.5 9.6  Article X  10.1 Agree 10.2 Individ	Grievance Definition Grievance Timeline  Negotiation Procedures  Negotiation Representatives Negotiation Representative Limitations Negotiation Timeline Tentative Agreement Negotiation Impasse Mediator  Effect of Agreement ment Modification

# Article XI Duration of Agreement

11.1 Agreement Term

## Article XII Salary and Benefits

- 12.1 Base Salary
- 12.2 Retirement Contribution
- 12.3 Health Insurance Contribution
- 12.4 Retirement Stipend & Sick Day Credit
- 12.5 Extra Curricular Schedule
- 12.6 Horizontal Advancement
- 12.7 Meeting Stipend

## **Article XIII Fair Share Agreement**

13.1 Fair Share Agreement

## Article XIV Discipline of Employees

- 14.1 Form of Action
- 14.2 Investigation
- 14.3 Executive Session Presentation
- 14.4 Grievance Arbitration
- 14.5 Suspension Length
- 14.6 Non-reversible Decision
- 14.7 Additional Rules and Procedures

## **Article XV** Special Education

15.1 Release Time

#### **PREAMBLE**

This agreement, between the Board of Education of District # 2, Macon County, Maroa, Illinois and the Maroa-Forsyth 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.

#### Article I RECOGNITION

1.1 The Board of Education of School District # 2, Macon County, Maroa, Illinois, hereafter referred to as the "Board", recognizes the Maroa-Forsyth Education Association, hereafter referred to as the "Association" as the sole and exclusive negotiating agent for all regularly employed certificated personnel, hereafter referred to as the "Employees". Further, the Board agrees not to negotiate with any teacher individually during the duration of this agreement, in regards to matters contained in this agreement. Those employees to be excluded shall consist of the superintendent, assistant superintendent, principals, and assistant principals.

# Article II RIGHTS AND RESPONSIBILITIES

- **2.1** The Board hereby retains and reserves unto itself all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois. However, the Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- **2.2** It is the mutual responsibility of the Board and the Association to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedures, and negotiating procedures.
- **2.3** "Good Faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated. It does not imply acquiescence or concession to either parties' demands, either in whole or in part.
- **2.4** It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements.
- 2.5 Employees shall have the right to organize, join, and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of membership, or non-membership, in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this agreement.
- **2.6:** When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, the employee shall be advised in writing at least five business days in advance by registered mail concerning the reasons for the requirement.
- **2.7** Each employee shall have the right to review the contents of said employee's personnel file and to place therein written reactions to any of its contents within fifteen school days after received written notification of document is placed in file. Contents shall be reviewed in the presence of an administrator.

- 2.8 The Board shall deduct from each employee's pay the current dues of the Association, provided that the Board has an employee executed authorization for continuing dues deduction, the amount of which shall be annually certified by the Association. The authorization form shall be furnished by the Association. The authorization shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. Upon receipt of any revocation, the Board shall notify the Association in writing of the same. If a teacher resigns prior to September 1 of any year, the Board shall deduct the unpaid portion of the annual dues from the employee's final paycheck. All dues deducted by the Board shall be remitted to the Association no later than fifteen (15) days after such deductions are made.
- **2.9** The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.
- **2.10** The Association and its representatives may request to use school buildings for meetings if arranged with and approved by the building principal in advance. Activities shall not interfere with or be in conflict with other use or school activities.
- **2.11** Duly authorized representatives of the Association shall have the right to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operation. And further provided, no Association's views on matters relating to supervisor-teacher or Board-teacher relationships will be discussed in the presence of students.
- **2.12** The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information of a public nature concerning the financial reports and audits, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, treasurer's reports, census and membership data, as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers.
- 2.13 It is hereby recognized that it is the law of the state of Illinois that no certificated professional employee, nor any organization shall ever or at any time engage in or encourage or support any strike, slowdown, or other concerted refusal to render full and complete services in the School District. The Association hereby agrees not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

# Article III EMPLOYMENT CONDITIONS

- 3.1 All employees shall be given written notice of their assignments for the forthcoming year no later than ninety (90) days preceding the first day of the new school term. In the event changes in such assignments are proposed, the employee affected shall be notified promptly and consulted. In no event shall changes in the employee's assignments be made later than sixty (60) days preceding the commencement of the next school term unless an emergency situation exists. In the event of such emergency, the Association shall be notified, and the employee shall be allowed to resign if such change is not acceptable to the employee.
- 3.2 The parties agree that the employee has the primary responsibility for the maintenance of discipline within the classroom. The Board, however, recognizes its responsibility to support and assist the employee in the maintenance and control and discipline in the classroom, as long as this control and discipline is reasonable and prudent. This discipline and control must remain within the scope outlined in the school policy and follow the laws outlined in the School Code.
- **3.3** If a teacher is to be transferred without consent, a stipend of \$400.00 will be paid to the teacher on September 15 if a written request is submitted by the teacher no later than September 1. Written requests submitted after September 15 will be paid within 45 days.

When an elementary teacher's teaching assignment includes teaching two grade levels (split class, combination class), that teacher shall receive a yearly stipend of \$ 700.00.

- **3.4** When a classroom is without a qualified teacher or substitute:
  - **a**. The teacher receiving that class shall be paid 1/8 of the substitute pay for each full period they have the class.
  - **b**. When a special area teacher who is to take the entire class is absent, the classroom teacher will be paid 1/16 of the substitute pay for each period they have the class.
  - **c**. The school shall provide a form that the teacher and principal must sign within one (1) week to receive this extra pay.
- 3.5 When a teacher volunteers to forego his or her planning time for the school year by the request of administration, the teacher will be paid 1/8<sup>th</sup> of the teacher's current salary.

#### **3.6** Dismissal Time

- **a.** Teachers assigned to the Maroa-Forsyth Grade School will be allowed to report to work at 8:10 on Friday's and on days preceding holidays or vacations due to the staggered start times, provided there are no meetings scheduled.
- **b.** On Fridays and on days preceding holidays or vacations, teachers shall be permitted to leave at the end of the pupil's day after the last bus has departed, provided there are no meetings scheduled.

- **c.** On days in which evening parent teacher conferences are held, teachers will be dismissed when the minimum of five (5) hours of required student contact time has been achieved.
- **d**. Students will be dismissed at 2:03/2:13 3 times per semester for curriculum development work. An ad hoc committee consisting of 1 board member, 2 administrators, and a teacher from each building shall be created in the 2016-2017 school year to study options to increase school improvement planning days.
- 3.7 The length of the school day shall be from 8:00-3:15. Student Instruction/Supervisory time for the Maroa Attendance Centers will be from 8:05 am to 2:55 pm. Student Instruction/Supervisory time for the Forsyth Attendance Centers will be from 8:15 am to 3:05 pm.
  - **a.** The School Day for the High School Faculty that agree to entertain the early bird option will be from 7:15 am to 2:30 pm. Monday through Thursday and from 7:15 am to commencement of  $7^{th}$  hour on the last day of the week.
  - **b.** Faculty that agree to the early bird option will be allowed to choose 1/8 their salary or the early release as referenced in 3.6a., if their academic load is 8 academic periods or greater. Individual with any supervisory responsibilities during the school day will be required to choose the early release option.
  - c. All Middle School and High School teachers shall have a minimum of forty-four (44) minutes of preparation time per day during the hours of 8:05 am -2:55 pm student instruction/supervisory time. All elementary teachers shall have two hundred and twenty minutes (220) of preparation time per week during student instruction/supervisory time during the hours of 8:15-3:05.
  - **d.** All teachers will have a thirty (30) minute duty free lunch.
- 3.8 No employee in the bargaining unit shall be required to perform any duties connected with the running and functioning of any concession stand. Selection of paid class sponsors shall be made in accordance with the following criteria.
  - **a**. First choice will go to the current class sponsors.
  - **b**. Second choice will go to any HS employee. If more than one wants the assignment, they would draw lots.
  - **c**. Third choice will go to other employees in the District.
  - **d**. If no one volunteers under paragraphs 1-3 above, the class sponsor will be assigned from the High School faculty by the building principal.

The administration reserves the right to assign all other non-paid class sponsors a homeroom and to attend class meetings.

3.9 On the first teacher attendance day of each school year, the afternoon shall be set aside

for all teachers to work in their assigned classrooms unless there is a need for the District to provide training. If said training is going to be necessary every attempt to provide notice shall be given to the Association President on or before August 1<sup>st</sup>. This provision is effective for the duration of this agreement.

**3.10** Any teacher in the Jr.-Sr. High School with a new preparation shall receive a \$100. one-year stipend on September 15 if a written request is submitted by the teacher no later than September 1. Written requests submitted after September 15 will be paid within 45 days.

# Article IV EMPLOYEE EVALUATION

- 4.1 Non-tenured employees shall be evaluated at least once each school year. This evaluation will consist of a minimum of three observations of which two must be a formal observation. Tenured employees shall be evaluated at least once every two school years. This evaluation will consist of a minimum of two observations of which one must be a formal observation. Any tenured employee who is rated as "needs improvement" or "unsatisfactory" must be evaluated at least once in the school year following the receipt of the rating. This evaluation will consist of a minimum of three observations of which two must be a formal observation.
- 4.2 At the start of the school term (i.e., the first day students are required to be in attendance), the school district shall provide a written notice that a performance evaluation will be conducted in that school term to each teacher affected or, if the affected teacher is hired after the start of the school term, then no later than thirty (30) days after the contract is executed. The building principal or immediate supervisor shall acquaint each employee under said supervisor's supervision with the evaluation procedures, standards and instruments, and the principal or immediate supervisor shall advise each employee as to who will observe and evaluate the employee's performance. No evaluation may take place until such orientation has been completed.
- 4.3 The administrator shall evaluate each employee in writing, using the evaluation instrument designed by the PERA committee.
- 4.4 Within five (5) days following the evaluation the evaluator shall set a conference time and date.
- 4.5 The employee shall have the right to attach an explanation to any adverse evaluations or other negative materials that are placed in the employee's personnel file within fifteen school days of the post conference.
- 4.6 A copy of the evaluation shall be signed and given to each teacher immediately following the evaluation conference. The teacher shall sign the official copy as evidence that he/she has received said copy.
  - 4.7 Teacher evaluation shall be done in compliance with Article 24A of the School Code.

#### **Article V** LEAVES

- **5.1** Each full time certified employee shall be entitled to fifteen (15) sick leave days per school term without loss of pay. Each half time certified employee shall be entitled to fifteen (15) sick leave half days per school term without loss of pay. Sick leave accumulation shall be unlimited.
  - **a**. Sick leave shall be interpreted to mean personal illness or illness or death in immediate family or household. The immediate family for purposes of the Article concerning illness shall include: parents, spouse, brothers, sisters, children, and stepchildren.
  - **b**. Sick leave shall also be interpreted to include serious illness or death of an extended family member. Serious illness for the purpose of this article is defined as illness that requires hospitalization or a diagnosis of a critical or terminal illness. The extended family for purposes of the Article concerning illness shall include: grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, legal guardians, sons-in-law, daughters-in-law, step-parents, nephews, nieces, cousins, and step-parents-in-law.
  - **c.** The leave shall not exceed three (3) days in the events of death of an extended family member.
  - **d**. Teachers are eligible to use up to forty (40) days of sick leave for the birth of a child or the adoption or placement of a child for adoption. If a teacher needs any additional days of sick leave for the birth of a child, her doctor must provide written certification that she needs such additional days because the teacher is medically incapacitated and unable to work.
- **5.2** Sick Bank: Intent of the Bank: The Sick Leave Bank has been established to provide extended sick leave to member of the Sick Leave Bank who incur a period of prolonged illness, injury, or hospitalization.

#### Participation in the Sick Bank

- **a**. Teachers are eligible to participate, on a volunteer basis, in the Sick Leave Bank. Participants must submit written notice of intent to participate. Participants must join by September 1 of each school year.
- **b**. The sick leave bank is comprised of a base of ninety (90) days plus any days currently in the sick leave bank. If the sick leave bank falls below ninety (90) days, members shall contribute sufficient days to enable the bank to maintain a minimum of ninety (90) days. No days will be added to the ninety (90) day minimum except new members joining the bank shall be assessed one (1) day as set forth below.
- **c**. Membership in the sick bank will require the donation of one sick day by all members of the sick bank when the total sick bank drops below 90 days. If an employee chooses to not participate at the revised plans conception, but chooses to participate at a later date, the entry fee would be 2 sick days for each year they have not

participated in the sick leave bank. New employees wishing to participate in the sick leave bank shall contribute one day upon enrollment.

Example: A current MFSD employee chooses not to participate in the plan as of January 2008. However they do choose to enroll as of September 1, 2014. In order to be admitted into the sick bank, they would be charged 7 days. (2 for 11-12, 2 for 12-13, 2 for 13-14, 1 for 14-15)

#### Accessing the days in the Sick Bank

- **d.** In order to request sick leave from the bank, an employee must be an active member of the sick bank.
- **e.** All accumulated sick and personal leave for the participating employee must be exhausted before requesting days from the sick bank, including the current year's allotment.
- **f.** Prior to accessing sick bank leave, teachers are subject to five days of unpaid leave.
- **g.** An employee who is eligible to receive disability benefits under the Illinois Worker's Compensation Act or who is eligible to receive disability benefits from the Teachers' Retirement System shall not be eligible to receive compensation through the sick leave bank for the same days applicable to Workers Compensation or TRS.
- **h.** It is understood that a teacher is not to be newly employed in any way while receiving such leave.
- i. Teachers may request up to thirty days (30) days from the sick bank.
- **j.** Teachers may only access the sick bank once per rolling twelve month period.
- **k.** A request for use of the Sick Leave Bank shall be submitted in writing along with a doctor's certificate as proof of need to the MFEA President and District Superintendent.
- **l.** The MFEA President and District Superintendent will determine if all criteria for accessing the sick bank have been met.
- **m.** This determination by the MFEA president and District Superintendent will serve as recommendation to the Board of Education, which will have the authority to grant final approval.
- **n.** The Teacher will not have to pay back the number of days borrowed from the sick bank, but any unused days on the last day of school will be returned to the bank.

#### **Replenishing Sick Bank**

- **o.** The Sick Bank shall begin each school year with no fewer than 90 days.
- **p.** Once the sick bank goes below 90 days all active participants will grant one sick day at the beginning of the next school calendar year.

Example: In the Spring of 2009 there are 90 days in the sick bank. 20 days are granted to employee X. In the fall of 2009 all 60 volunteer members of the sick bank will be charged one day. The new total will be 130 days. Additional withdrawals are granted without replenishing days until the total days in the bank falls below 90 days.

- **q.** Once days are granted to the sick bank, they are property of the sick bank. Employees may not request days back for personal use or retirement purposes once they are part of the sick bank.
- **r.** The sick leave bank shall not be available under any circumstances to a teacher on leave of absence.
- **5.3** The Board shall grant each certificated employee, who is employed on a regular and daily basis, two (2) days of personal business leave without loss of pay providing the following Criteria is met:
  - **a**. Personal leave days will not be granted the day before or after a school holiday or vacation day, on an institute day, during school improvement activities, or during the first five (5) days or the last five (5) days of the school term.
  - **b.** All personal leave requests will be granted based upon substitute availability. If a reasonable number of substitutes are not available, requests will be approved based upon the order in which they were received as verified by timestamp of receipt.
  - **c.** Notice of intent to use a personal leave day shall be made, in writing, to the Superintendent or his designee at least one week in advance. After receiving the written request, the Superintendent shall reply back with a written approval or denial with the reasons for the denial within three (3) days from receiving the original request.
  - **d**. Any unused personal days shall accumulate to a maximum of (5) five days. All unused personal leave days in excess of the maximum allowed to accumulate will rollover into sick leave. Any unused personal days accumulated when an employee ceases employment with the District shall be reimbursed at the substitute teacher rate of pay after the employee's last day of service to the District and after the employee has received his or her final paycheck for services or may accumulate as sick leave at the employee's discretion.
  - **e**. Personal leave shall be utilized in full and one-half day increments. A half-day leave shall be defined as the beginning of the school day to 11:45 a.m. or 11:45 a.m. to the end of the school day.

- **5.4** Family and Medical Leaves- The Board of Education agrees to abide by the Family & Medical Leave Act.
- **5.5** 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 shall be excused without loss of salary providing the Association reimburse the District for the cost of the substitute. The aggregate number of days will not exceed five (5) days.
- **5.6** A leave of absence up to one (1) year without pay may be granted to any employee who has reasonable need for such a leave. The employee may have assistance of the Association to express his/her viewpoints before final approval or disapproval is made by the Board. Any extension of this leave would be considered on an individual basis.
- **5.7** No portion of insurance premium shall be paid during leave as described in Article V, sections 5.6 unless a portion of the leave is approved as a part of the Family and Medical Leave Act.
- **5.8** Two professional leave days without loss of pay, will be granted each certificated employee who is employed on a regular and daily basis, subject to the approval of the Superintendent, according to the following criteria:
  - **a**. Written request shall be submitted to the Superintendent one (1) week prior to date of professional leave. After receiving the written request, the Superintendent shall reply back with a written approval or denial with the reasons for the denial within three (3) days from receiving the original request.
  - **b**. No more than two (2) teachers may be gone from the district any one time for the purpose of professional leave.
  - **c**. The visitation, seminar or purpose of professional leave shall pertain to the teachers' present teaching area of responsibility.
  - **d**. Professional days shall not be granted during the first five (5) days or the last five (5) days of the school term.
  - **e**. No more than two (2) teachers may be gone from each building on any one day for any leave excluding maternity leave, leaves of absence, illness or adoption leave.
  - **f**. The Board shall reimburse each teacher no more than \$200.00 per year for registration fees plus mileage reimbursed at maximum IRS rate. The Superintendent must approve trips in excess of one hundred miles in order to qualify for mileage reimbursements.
  - **g**. The teacher must make a written request for reimbursement to the Superintendent within one (1) week.

- **h**. If a teacher is required by the Administration or Board of Education to attend a conference, seminar or meeting, the costs will be paid by the District. Expenses of such meetings may include:
  - 1. Mileage
  - 2. Meals Limited to the state per diem of \$24.00 per day, expenses vouchers required.
  - 3. Registration Fees
  - 4. Overnight Lodging Limited to \$100.00 per night for lodging, expense vouchers required.

The above leave shall not be subtracted from any other leaves the employee has rights to.

- **i.** Reimbursement will be made within 30 days or following the next regularly scheduled Board of Education meeting upon receipt of professional day reimbursement form.
- **j.** Teachers may be allowed one additional day with Superintendent approval.

#### **5.9** Short-Term Unpaid Leave

The Board shall grant each certificated employee, who is employed on a regular and daily basis, two (2) days of leave without pay per year, subject to the following conditions:

- **a.** Request for the use of this leave shall be made in writing to the Superintendent or his designee at least two (2) weeks in advance of the anticipated use of such leave. The request shall state with specificity the reason the leave is being sought.
- **b**. Leave days must be taken in increments of full days. Leave days shall not be cumulative.
- **c**. The restrictions of paragraphs 5.3a and b will apply.
- **5.10** The district will pay a substitute for teachers attending extracurricular/co-curricular activities up to (5) five days. Any days beyond (5) five days for the teacher to attend these activities, the organization will be responsible for paying the substitute.

#### **Article VI**

#### **PROFESSIONALISM**

#### **6.1** Faculty appearance.

Teachers will dress in a manner that is conducive to their professional status. Attire for the workplace should be business casual and avoid extremism or distraction to the educational process. Exceptions to this may be granted by the building principal to individuals or groups based upon special planned activities or circumstances. Employees shall have the option to wear blue jeans and Maroa-Forsyth school spirit wear on Fridays. Teachers who fail to dress in a manner that is conducive to their professional status will be given a written warning. Repeated infractions shall result in a letter of reprimand placed in their personnel files, and further disciplinary action, including but not limited to the evaluation process. The professional dress committee shall consist of the committee chair, one teacher from the high school, one teacher from the middle school, and one teacher from the grade school. The superintendent shall appoint three other designees, which may consist of administration and/or school board members to participate on the committee. The committee will meet upon the superintendent's request.

# Article VII REDUCTION IN STAFF

**7.1** When the Board decides it is necessary to reduce the number of teachers in the district because of decreased enrollment, lack of funds, or other reasons, the Association will be consulted on such reduction in staff in advance of any public announcement. An Association Committee, appointed by the president, will be given the opportunity to discuss such reduction in staff with the Board. If in the judgment of the Board and Administration, the number of teacher positions must be reduced, such dismissals shall be in accordance with 24-12 of the school code. A teacher's failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board's letter (sent by registered mail) shall result in termination of the teacher's right of recall. As positions become available after the lay-offs the Board shall offer reemployment to qualified personnel in accordance with Article 24-12 of The School Code.

#### Article VIII GRIEVANCE

- **8.1** A grievance shall mean a written complaint by a member of the bargaining unit or Association that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.
- **8.2** A written grievance must be filed within thirty (30) calendar days of the occurrence of the event which gave rise to the grievance. 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. The parties acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve grievances through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:
  - a. The grievant or Association will present the grievance in writing to the supervisor immediately involved. The supervisor will arrange for a meeting to take place within ten (10) business days after the receipt of the grievance.
  - b. The supervisor shall provide a written response to the grievant and the MFEA President within ten (10) business days of the meeting. This response shall include the supervisor's decision and reasons supporting that decision.
  - c. If the grievance is not resolved at Step b., then the grievance may be referred to the Superintendent in writing within ten (10) business days after receiving the supervisor's written answer. The Superintendent shall arrange for a meeting with both parties within ten (10) business days after the receipt of the grievance.
  - d. The Superintendent shall provide a written response to the grievant and the MFEA President within ten (10) business days of the meeting. This response shall include the Superintendent's decision and reasons supporting that decision.
  - e. If the grievance is not resolved at Step d., it may be referred to the Board at its next official meeting or at a time acceptable to all parties.
  - f. The Board shall have ten (10) business days to present a written response to the grievant and the MFEA President. This response shall include the Board's decision and reasons supporting that decision.

- g. If the grievance is not resolved at the Board Step or the Superintendent Step, the Association may submit grievance to final and binding arbitration utilizing the American Arbitration Association (AAA). Each party shall follow the regular arbitration rules set by the AAA and each party shall have the right to reject an arbitration panel. Both parties shall share the arbitrators expense equally. If a demand for arbitration is not filed with the Employer within thirty (30) calendar days of the date of the Superintendent's written response or the Board's written response, then the grievance shall be deemed withdrawn. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.
- **h**. Copies of all communications concerning grievance must be delivered to the Superintendent within two (2) business days.
- **i.** All records related to a grievance shall be filed separately from the personnel files of the employees.
- **j.** A grievance may be settled or withdrawn at any level without establishing precedent.
- **k.** Each party shall bear the cost of its own representation, including the cost of any hearing transcript.
- **l.** All grievances involving two (2) or more teachers may be filed by MFEA as a class grievance.
- **m.** Failure to render a decision within the time limits shall entitle the MFEA to proceed to the next step. Failure by the MFEA to follow the timeframes established herein shall result in the grievance being considered withdrawn.
- **n.** No reprisals shall be taken by the Board or administration against any employee because of the employee's participating in a grievance.

# Article IX NEGOTIATION PROCEDURES

- **9.1** Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a teacher as herein defined as its representative and the Association shall not select a Board member as herein defined as its representative.
- **9.2** Both parties shall be limited to a maximum of five (5) Representatives. The District will not be responsible for paying more than five (5) substitutes for the purpose of negotiations. Either party may select whomever they wish to represent them in negotiations except as limited in paragraph 9.1.
- **9.3** Negotiations shall begin by March 15, unless both parties agree to an alternative date. Meetings will be held as necessary at times and places agreed to by both parties.
- **9.4** When the Association and Board reach tentative agreement on all matters being negotiated, this tentative agreement will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Upon ratification by both parties, they shall become the full and complete agreement.
- **9.5** If agreement is not reached on all items ninety (90) days prior to termination of this agreement, either party may declare an impasse has been reached and call for the selection of a mediator.
- **9.6** A mediator shall be requested from the FMCS (Federal Mediation and Conciliation Service) within seven (7) days from the date on which either party declares in writing to the other that an impasse exists. The mediator shall meet with the parties or their representatives, or both forthwith, either jointly or separately and shall take such other steps as he may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the mediator shall not, without consent of both parties, make finding of fact or recommend terms of settlement.

# Article X EFFECT OF AGREEMENT

- 10.1 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.
- **10.2** Any individual contract executed between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.
- 10.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that 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.

# Article XI DURATION OF AGREEMENT

11.1 This Agreement shall be effective August 15, 2016 and shall continue in effect until August 15, 2018. This agreement supersedes all contracts otherwise in effect and shall terminate on the date indicated.

# Article XII SALARY AND BENEFITS

**12.1** 2016-2018 Base Salary . . . . . . . . . \$ 35,000.

No horizontal or vertical movement on the salary schedule for all teachers during the 2016-2017 school year. Horizontal and vertical movement shall occur in the 2017-2018 school year.

- **12.2** Board Paid Retirement. For the 2016-2018 school year, the Board agrees to pay retirement as follows:
  - **a.** The board will "pick up" or pay on behalf of teachers their 9.0% contribution to the Teacher's Retirement System and their .4% ERO contribution as long as the ERO program remains in effect.
  - **b.** Report to the I.R.S. the gross salary from the 2016-2018 salary schedule plus all additional authorized compensation.
  - **c**. Contribute to the Illinois Teachers' Retirement System .008% of the teacher's salary for health insurance contributions.
  - **d**. Should any of the above be declared improper by an I.R.S. or an Illinois Teachers' Retirement ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.
  - **12.3** The insurance renewal date will be September 1, annually.
    - **a.** Each year on or before June 1 an insurance committee composed of four representatives of the teachers selected by the Executive Board of the Association, one representative selected by the educational support personnel and two representatives selected by the Board shall meet to review the existing group health insurance coverage. The committee shall seek competitive bids a minimum of every two years commencing with the seeking of bids in 2014. The committee will present all the available options to all District employees unless five members of the committee agree that a proposal shall not be submitted. Annually, each employee covered by the group health plan may cast one ballot for the proposal of their choice. The votes will be tabulated by the insurance committee.
    - **b.** The Board shall contribute an amount not to exceed \$515.00 per month toward insurance coverage for each full time employee for the 2015-2016 school year.
    - **c.** Employees under contract for half-time, but less than full-time, will be provided coverage if they pay one-half (1/2) the premium. Employees under contract for less than half-time will be permitted to participate in the group health insurance program if they pay the entire premium.
    - **d.** The employee paid portion of health insurance premiums shall be sheltered under

section 125 of the Internal Revenue Code to the extent permitted by law.

- **12.4** Retirement Incentive Plan The Board shall recognize the service of full-time teachers who have rendered at least 20 years full-time of creditable service to Maroa-Forsyth CUSD # 2 immediately preceding retirement, and who are eligible to receive regular retirement pension benefits through the Teachers Retirement System of the State of Illinois.
  - **a**. Requirements to Qualify To be eligible for this benefit a teacher must comply with all the following requirements and limitations:
    - 1. Must be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty-five (35) or more years of creditable service with the Illinois Teachers' Retirement System; or
    - 2. If an employee is ineligible under subparagraph 1 hereof, the teacher must be at least 60 years of age by December 31 of the year of retirement.
    - 3. Have a minimum of twenty (20) years full-time service in Maroa-Forsyth CUSD # 2.
    - 4. For teachers applying for the retirement incentive plan after May 1, 2018, the teacher's retirement must be effective the first year that the teacher is eligible to retire with a full annuity not subject to reduction and without causing the District and the teacher to have to pay a penalty or other monies constituting a contribution or surcharge to the Teachers' Retirement System.

#### One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior year of employment.

#### Example:

An employee applies for the plan one year before retirement. The employee's TRS creditable earning for the 2010-2011 school year were \$40,000. The employee's final year TRS creditable earnings will be 42,000. (\$40,000. X 1.05 = \$42,000.).

#### Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior years of employment respectively.

#### Example:

An employee applies for the plan two years before retirement. The employee's TRS creditable earnings for 2010-2011 school year were \$40,000. The employee's first year TRS creditable

earnings will be.\$ 42,000.  $(40,000 \times 1.05 = 42,000)$ . The employee's final year TRS creditable earnings will be 44,100.  $(42,000 \times 1.05 = 44,100)$ .

#### Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior years of employment respectively.

#### Example:

An employee applies for the plan three years before retirement. The employee's TRS creditable earnings for the 2010-2011 school year were \$40,000. The employee's first year TRS creditable earnings will be \$42,000.  $(40,000 \times 1.05 = \$42,000.)$ . The employee's second year TRS creditable earnings will be 44,100 ( $42,000 \times 1.05 = 44,100$ ). The employee's final year TRS creditable earnings will be  $44,305 \times 44,100 \times 1.05 = 44,305 \times 46,305$ .

#### Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1st four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earning shall be increased by five percent (5%) over the employee's TRS creditable earnings for the prior years of employment respectively.

#### Example:

An employee applies for the plan three years before retirement. The employee's TRS creditable earnings for the 2010-2011 school year were \$40,000. The employee's first year TRS creditable earnings will be.\$ 42,000. ( $40,000 \times 1.05 = 42,000$ .). The employee's second year TRS creditable earnings will be \$44,100 (\$42,000.  $\times 1.05 = 44,100$ .). The employee's third year TRS creditable earnings will be \$46,305. (\$44,100.  $\times 1.05 = 46,305$ .). The employee's final year TRS creditable earnings will be \$48,620. (\$46,305  $\times 1.05 = 48,620$ ).

In addition, if a letter of retirement is received by May 1st prior to the final four years; the teacher having 90 or more accumulated sick leave days will be immediately granted additional days to reach a total of 170 sick days. Anyone above 180 or more accumulated sick days will be immediately granted additional days to reach a total of 340 sick days.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet eligibility requirements because of illness or life changing circumstances, the employee may rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

If an employee has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the employee's five percent (5%) increase shall be reduced by the amount of the extra duty compensation.

#### Example:

An employee applies for the plan three years before retirement. The employee's TRS creditable

earnings for the 2010-2011 school year were \$40,000. The employee's first year TRS creditable earnings will be 42,000. (\$40,000 x 1.05 = 42,000.). The employee's second year TRS creditable earnings will be \$44,100. (\$42,000. x 1.05 = 44,100.). The employee ceases to perform an extra duty assignment for which he was paid \$2000. in his final year of employment. The employee's final year TRS creditable earnings will be \$44,205. (\$44,100. -2,000. x 1.05 = 44,205.).

After irrevocable letter of retirement is received, no additional extra duty obligations will be applied for or assigned.

If, during the term of this Agreement, legislation in enacted and/or administrative rules are implemented that require the Board to pay a penalty to TRS or incur a greater cost than the costs generated by this Section, by reason of a teacher retiring hereunder, the provisions of this Section shall be suspended and the parties will meet to renegotiate said provisions.

**b.** "At no time shall an employee receive more than six percent 6% increase in total reportable creditable earnings from one year to the next year once they become retirement eligible according to TRS Guidelines. Should the Illinois General Assembly or TRS impose a salary threshold greater or lesser than six percent (6%), thereby causing the payment of any penalty or other monies constituting a surcharge to TRS, then this agreement shall automatically incorporate this new threshold upon its effective date."

## **12.5** Extra Duty Pay as per the following schedule:

## 2016-2018

1 <sup>st</sup> yr	35000.
3 <sup>rd</sup> yr	35700.
6 <sup>th</sup> yr	36400.
9 <sup>th</sup> yr	37100.
12 <sup>th</sup> yr	37800.
15 <sup>th</sup> yr	38500.

Athletic Director	20%
Auneuc Director	20 /0

## Group I

HS Football Head	15%
HS Boys Basketball Head	15%
HS Girls Basketball Head	15%

## **Group II**

HS Girls Volleyball Head	12%
HS Baseball Head	12%
HS Softball Head	12%
HS Cheerleading	12%
HS Pom Pon	12%

## **Group III**

010up	
HS Football Asst.	9%
HS Girls Volleyball Asst.	9%
HS Boys Basketball Asst.	9%
HS Girls Basketball Asst.	9%
HS Track **	9%
HS Cross Country **	9%
FCCLA	9%
FFA	9%
HS/MS Band Performances	9%
HS Yearbook	9%
MS Boys Basketball Head	9%
MS Girls Basketball Head	9%
MS Girls Volleyball Head	9%
MS Track Head **	9%

## Group IV

2 <sup>nd</sup> HS Football Asst.	6%
3 <sup>rd</sup> HS Football Asst. *	6%
2 <sup>nd</sup> HS Boys Basketball Asst. *	6%
2 <sup>nd</sup> HS Girls Basketball Asst. *	6%
2 <sup>nd</sup> HS Girls Volleyball Asst. *	6%
HS Baseball Asst.	6%

HS Softball Asst.	6%
HS Boys Golf	6%
HS Girls Golf	6%
HS Scholastic Bowl	6%
HS Student Council	6%
<b>HS/MS</b> Choir Performances	6%
HS Musical	6%
MS Baseball	6%
MS Softball	6%
MS Girls Volleyball Asst.	6%
MS Boys Basketball Asst.	6%
MS Girls Basketball Asst.	6%
MS Scholastic Bowl	6%
MS Musical	6%
Group V	
Group V NHS	3%
•	3% 3%
NHS	
NHS MS Cheerleading	3%
NHS MS Cheerleading	3%
NHS MS Cheerleading MS Student Council	3%
NHS MS Cheerleading MS Student Council  Group VI	3% 3%
NHS MS Cheerleading MS Student Council  Group VI HS WYSE	3% 3% 1.5%
NHS MS Cheerleading MS Student Council  Group VI HS WYSE HS Math Team	3% 3% 1.5% 1.5%
NHS MS Cheerleading MS Student Council  Group VI HS WYSE HS Math Team HS SADD	3% 3% 1.5% 1.5%
NHS MS Cheerleading MS Student Council  Group VI HS WYSE HS Math Team HS SADD Fresh Sponsor	3% 3% 1.5% 1.5% 1.5%
NHS MS Cheerleading MS Student Council  Group VI HS WYSE HS Math Team HS SADD Fresh Sponsor Soph Sponsor	3% 3% 1.5% 1.5% 1.5% 1.5%

2016-2017 Extra-curricular salaries shall not be lower than 2014-2015 Salaries. All positions in which stipends have been renegotiated during the spring of 2015 bargaining session shall be frozen at 2014-2015 levels until the current system provides a greater salary as a result of future collective bargaining agreements.

1.5%

#### \*\* Or two coaches at 6%

RTI Team Leader

Assistant coaches who become head coaches in the same sport will take one half of their years of experience with them to the new position. Any coach who returns to a previous coaching position within the district in the same sport shall use their previous experience towards the new assignment.

The Athletic Director shall be released from three (3) periods per day first semester and three (3) periods per day second semester.

<sup>\*</sup> There must be 24 players in basketball and volleyball, and 50 players in football in order for the district to employ the additional assistant coach.

- **12.6** Horizontal advancement on the salary schedule shall occur when Superintendent approved graduate courses from an accredited university are earned according to the following criteria:
  - **a**. Classes do not have to be part of an approved advanced degree program to go from BA to BA+8.
  - **b**. Classes do have to be part of an approved advanced degree program to go from BA+8 to MA.
  - **c**. Classes do not have to be part of an approved advanced degree program to go from MA to MA+8.
  - **d**. Classes do have to be part of an approved advanced degree program to go from MA+8 to MA+32.
  - **e.** Online courses and online programs must be from state supported universities.
  - **f.** Professional Development Activities paid for by the district under section 5.9 will not be recognized for horizontal advancement.

Advancement, if any, on the salary schedule shall occur only at the beginning of the next school term.

**12.7** Teachers will be paid at the rate of \$21.00 per hour for attending required faculty meetings after 4 pm., IEP meetings after 4:00 p.m., and training workshops.

# Article XII FAIR SHARE AGREEMENT

#### 13.1

- **a.** Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.
- **b**. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member.
- **c**. Such fee shall be paid to the Association by the Employer no later than ten (10) days following deduction.
- **d**. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - (a) The Employer gives notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
  - (b) The Employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- **e** The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type or willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by the Article.

f. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

# Article XIV DISCIPLINE OF EMPLOYEES

- 14.1 For purposes of this Article, discipline shall be limited to suspension without pay or benefits of the employee from his/her position as a certificated employee of the District and termination during the term of a contract of employment of a nontenured employee. No other form of action by the Administration or Board of Education, including, but not limited to actions such as change of work assignment, oral or written reprimands, notices of remediation, or reduction in force are discipline. Evaluation, or remediation, if any, as a result of evaluation, is not discipline. A decision of the Board of Education that the employment of a nontenured employee should not be renewed at the conclusion of a contract year is not discipline. Tenured employee dismissal under the School Code, and suspension without pay coupled therewith are reviewable only as provided under the School Code, and not through the grievance procedure outlined in this agreement.
- 14.2 The facts of any matter which may lead to discipline shall be thoroughly investigated. Prior to any final decision regarding discipline by the Board of Education, the Superintendent, or his designee shall advise the Association and the employee of the proposed discipline, the facts of the matter, and his tentative recommendation thereupon. If agreement is not reached, the matter shall be referred to the Board of Education.
- 14.3 When the matter is considered by the Board of Education, if agreement was not reached at the step above, the Association shall have the right to make an oral or written presentation to the Board of Education in executive session. The Board of Education shall consider the matter.
- **14.4** If the decision of the Board of Education involves suspension without pay and benefits, or termination of employment during the contract term of a nontenured employee, the action shall be taken, effective at such time as the Board determines, but such action shall be reviewable in a post-discipline hearing via the grievance arbitration procedure as outlined herein.
- **14.5** No suspension without pay and benefits shall exceed ten (10) school days in length. Nothing in this agreement limits the right of the Board of Education to suspend employees with pay.
- **14.6** In reviewing discipline, the Arbitrator shall not reverse the decision of the Board of Education except if the discipline is not based on just cause.
- **14.7** The Board reserves to itself and the Administration to establish additional rules and procedures, but such shall be provided to applicable employees prior to discipline therefore.

#### Memorandum of Understanding

When individual employee health applications are required by insurance companies, a minimum timeframe that includes one (1) weekend will be provided to employees to complete and submit the applications. The following will be provided with the health applications: a sealable envelope, the insurance broker(s)' contact information, and written specifications as to who will have access to the applications and the information contained therein, how the information will be utilized, and rationale for the necessity of the application information.

Completed, individual health applications will be submitted directly to the insurance agent with a deadline of no sooner than the end of the contractual workday a minimum timeframe that includes one (1) weekend from the date the applications were provided to the employee. Communication to employees regarding their applications should not interfere with the employees' workday. Follow-up questions from the agent regarding information on the employee(s) application will be addressed in a confidential manner.

The committee will present all the available options to all District employees unless five members of the committee agree that a proposal shall not be submitted. Annually, each employee participating in the group health plan may cast one ballot for the option of their choice. There will be a minimum two evenings between the time the employees are presented with the health insurance options and the time at which a vote is taken, and wherever possible, a timespan of five (5) business days will be given for consideration prior to a vote. The votes will be tabulated by the insurance committee.

The timeframe set forth herein may be waived on a case by case or emergency basis as determined by a majority of the insurance committee.

This agreement is signed and adopted this 11th day of April, 2016.

#### IN WITNESS THERE OF:

For the Maroa-Forsyth
Education Association
Production

Provident

ecretary

Head Negotiator

For the Maroa-Forsyth Board of Education

President

Secretary

Head Negotiator

#### Article XV SPECIAL EDUCATION

#### 15.1

A special education committee of two teachers and two administrators will meet two times each school year to review caseloads and discuss possible solutions regarding any special education issues.

Special education teachers will be granted every school year 30 minutes of release time for each assigned student to complete required reports.

IEP conferences will take place during the regular work day whenever possible. If an IEP conference is scheduled outside the work day or if the conference extends beyond the work day then the teacher will be paid—the hourly rate identified in Article 12.8.

Special Education teachers required to prepare and participate in due process hearings and mediations outside of the work day will be paid the hourly rate identified in Article 12.8.

This agreement is signed and adopted this 11th day of April, 2016.

IN WITNESS THERE OF:

For the Maroa-Forsyth Education Association

Mbecca / polland

President

Candatan

Head Negotiator

For the Maroa-Forsyth Board of Education

President

Secretary

Head Negotiator

1.10375 TRS Multiplier

	BS	BS +8	BS +16	BS +24	MS	MS +8	MS +16	MS + 24	MS + 32
0	1.00	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16
	35000	35700	36400	37100	37800	38500	39200	39900	40600
	38631	39404	40177	40949	41722	42494	43267	44040	44812
	00001	00404	40177	40040	11722	72707	40207	77070	44012
1	1.02	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18
	35700	36400	37100	37800	38500	39200	39900	40600	41300
	39404	40177	40949	41722	42494	43267	44040	44812	45585
2	1.04	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20
2									
	36400	37100	37800	38500	39200	39900	40600	41300	42000
	40177	40949	41722	42494	43267	44040	44812	45585	46358
3	1.06	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22
	37100	37800	38500	39200	39900	40600	41300	42000	42700
	40949	41722	42494	43267	44040	44812	45585	46358	47130
4	1.08	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24
•	37800	38500	39200	39900	40600	41300	42000	42700	43400
	41722	42494	43267	44040	44812	45585	46358	47130	47903
	41722	42494	43207	44040	44012	40000	40330	4/130	47903
5	1.10	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26
	38500	39200	39900	40600	41300	42000	42700	43400	44100
	42494	43267	44040	44812	45585	46358	47130	47903	48676
		.0_0.				.0000			.00.0
6	1.12	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28
	39200	39900	40600	41300	42000	42700	43400	44100	44800
	43267	44040	44812	45585	46358	47130	47903	48676	49448
7	1.14	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30
	39900	40600	41300	42000	42700	43400	44100	44800	45500
	44040	44812	45585	46358	47130	47903	48676	49448	50221
	11010	. 10.2	10000	10000	.,,,,,,	17000	10070	10110	00221
8	1.16	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32
	40600	41300	42000	42700	43400	44100	44800	45500	46200
	44812	45585	46358	47130	47903	48676	49448	50221	50993
9	1.18	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34
ŭ	41300	42000	42700	43400	44100	44800	45500	46200	46900
	45585	46358	47130	47903	48676	49448	50221	50993	51766
	10000	10000	17 100	17000	70070	10110	OOLLI	00000	01700
10	1.20	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.36
	42000	42700	43400	44100	44800	45500	46200	46900	47600
	46358	47130	47903	48676	49448	50221	50993	51766	52539
11	1.22	1.24	1.26	1.28	1.30	1.32	1.34	1.36	1.38
	42700	43400	44100	44800	45500	46200	46900	47600	48300
	47130	47903	48676	49448	50221		51766	52539	53311
	47130	47903	40070	49440	30221	50993	31766	52559	33311
12	1.24	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40
	43400	44100	44800	45500	46200	46900	47600	48300	49000
	47903	48676	49448	50221	50993	51766	52539	53311	54084
13	1.26	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.42
. •	44100	44800	45500	46200	46900	47600	48300	49000	49700
	48676	49448	50221	50993	51766	52539	53311	54084	54857
	.00,0	.51.10	JJ	23000	000	3_300	550.1	5.007	5 1007

2016-2017 & 2017-2018 MAROA-FORSYTH C.U.S.D. # 2 SALARY SCHEDULE

	2016-2017 & 2017-2018 MAROA-FORSYTH C.U.S.D. # 2 SALARY SCHEDULE								
	BS	BS +8	BS +16	BS +24	MS	MS +8	MS +16	MS + 24	MS + 32
14	1.28	1.30	1.32	1.34	1.36	1.38	1.40	1.42	1.44
	44800	45500	46200	46900	47600	48300	49000	49700	50400
	49448	50221	50993	51766	52539	53311	54084	54857	55629
	73770	30221	30333	31700	02000	33311	34004	34037	33023
15	1.30	1.32	1.34	1.36	1.38	1.40	1.42	1.44	1.46
13	45500	46200	46900	47600	48300	49000	49700	50400	51100
	50221	50993	51766	52539	53311	54084	54857	55629	56402
	30221	50995	31700	32339	33311	34004	34637	33029	30402
16	1.32	1.34	1.36	1.38	1.40	1.42	1.44	1.46	1.48
10	46200								
		46900	47600	48300	49000	49700	50400	51100	51800
	50993	51766	52539	53311	54084	54857	55629	56402	57174
17	1.34	1.36	1.38	1.40	1.42	1.44	1.46	1.48	1.50
17									
	46900	47600	48300	49000	49700	50400	51100	51800	52500
	51766	52539	53311	54084	54857	55629	56402	57174	57947
18	1.36	1.38	1.40	1.42	1.44	1.46	1.48	1.50	1.52
10	47600					_			
		48300	49000	49700	50400	51100	51800	52500	53200
	52539	53311	54084	54857	55629	56402	57174	57947	58720
19	1.38	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54
13	48300	49000	49700	50400	51100	51800	52500	53200	53900
	53311	54084	54857	55629	56402	57174		58720	59492
	33311	34004	34637	33629	36402	3/1/4	57947	36720	39492
20	1.40	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.56
20	49000	49700	50400	51100	51800	52500	53200	53900	54600
	54084	54857	55629	56402	57174	57947	58720	59492	60265
	34004	34037	33029	30402	37174	3/34/	36720	39492	00203
21	1.42	1.44	1.46	1.48	1.50	1.52	1.54	1.56	1.58
	49700	50400	51100	51800	<i>52500</i>	53200	53900	54600	55300
	54857	55629	56402	57174	57947	58720	59492	60265	61038
	3 <del>4</del> 037	33023	30402	3/1/4	575 <del>4</del> 7	30720	33432	00203	01030
22	1.44	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.6
	50400	51100	51800	52500	53200	53900	54600	55300	56000
	55629	56402	57174	57947	58720	59492	60265	61038	61810
	00020	00.02	0, 1, 1	0,01,	00720	00.02	00200	0.000	0.0.0
23	1.46	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62
	51100	51800	52500	53200	53900	54600	55300	56000	56700
	56402	57174	57947	58720	59492	60265	61038	61810	62583
	00.02	• • • • • • • • • • • • • • • • • • • •	0.0	00.20	00.02	00200	0.000	0.0.0	02000
24	1.48	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64
	51800	52500	53200	53900	54600	55300	56000	56700	57400
	57174	57947	58720	59492	60265	61038	61810	62583	63355
25	1.50	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66
	52500	53200	53900	54600	55300	56000	56700	57400	58100
	57947	58720	59492	60265	61038	61810	62583	63355	64128
26	1.52	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68
	53200	53900	54600	55300	56000	56700	57400	58100	58800
	58720	59492	60265	61038	61810	62583	63355	64128	64901
	<b></b>	· • <del>-</del>						- · · <b>- ·</b>	
27	1.54	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70
	53900	54600	55300	56000	56700	57400	58100	58800	59500
	59492	60265	61038	61810	62583	63355	64128	64901	65673
	¥-				<del>-</del>		- ·- <del>-</del>		
28	1.56	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72
	54600	55300	56000	56700	57400	58100	58800	59500	60200
	60265	61038	61810	62583	63355	64128	64901	65673	66446

2016-2017 & 2017-2018 MAROA-FORSYTH C.U.S.D. # 2 SALARY SCHEDULE

							SALARY SCR		MC . 20
'	BS	BS +8	BS +16	BS +24	MS	MS +8	MS +16	MS + 24	MS + 32
29	1.58	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74
	55300	56000	56700	57400	58100	58800	59500	60200	60900
	61038	61810	62583	63355	64128	64901	65673	66446	67219
00	4.00	4.00	4.04	1.00	1.00	4 70	4 70	4 74	4 70
30	1.60	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76
	56000	56700	57400	58100	58800	59500	60200	60900	61600
	61810	62583	63355	64128	64901	65673	66446	67219	67991
31	1.62	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78
-	56700	57400	58100	58800	59500	60200	60900	61600	62300
	62583	63355	64128	64901	65673	66446	67219	67991	68764
32	1.64	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80
	57400	58100	58800	59500	60200	60900	61600	62300	63000
	63355	64128	64901	65673	66446	67219	67991	68764	69536
33	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.82
00	58100	58800	59500	60200	60900	61600	62300	63000	63700
	64128	64901	65673	66446	67219	67991	68764	69536	70309
	04120	04301	03073	00440	07213	0/991	00704	09330	70309
34	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.82	1.84
	58800	59500	60200	60900	61600	62300	63000	63700	64400
	64901	65673	66446	67219	67991	68764	69536	70309	71082
0.5	4 70	4 70	4 74	4 70	4 70	4.00	4.00	4.04	4.00
35	1.70	1.72	1.74	1.76	1.78	1.80	1.82	1.84	1.86
	59500	60200	60900	61600	62300	63000	63700	64400	65100
	65673	66446	67219	67991	68764	69536	70309	71082	71854
36	1.72	1.74	1.76	1.78	1.80	1.82	1.84	1.86	1.88
	60200	60900	61600	62300	63000	63700	64400	65100	65800
	66446	67219	67991	68764	69536	70309	71082	71854	72627
0.7	4 74	4 70	4 70	4.00	1.00	4.04	4.00	4.00	4.00
37	1.74	1.76	1.78	1.80	1.82	1.84	1.86	1.88	1.90
	60900	61600	62300	63000	63700	64400	65100	65800	66500 73400
	67219	67991	68764	69536	70309	71082	71854	72627	73400
38	1.76	1.78	1.80	1.82	1.84	1.86	1.88	1.90	1.92
	61600	62300	63000	63700	64400	65100	65800	66500	67200
	67991	68764	69536	70309	71082	71854	72627	73400	74172
	4 70	4.00	4.00		4.00	4.00	4.00	4.00	4.04
39	1.78	1.80	1.82	1.84	1.86	1.88	1.90	1.92	1.94
	62300	63000	63700	64400	65100	65800	66500	67200	67900
	68764	69536	70309	71082	71854	72627	73400	74172	74945
40	1.80	1.82	1.84	1.86	1.88	1.90	1.92	1.94	1.96
	63000	63700	64400	65100	65800	66500	67200	67900	68600
	69536	70309	71082	71854	72627	73400	74172	74945	75717
41	1.82	1.84	1.86	1.88	1.90	1.92	1.94	1.96	1.98
	63700	64400	65100	65800	66500	67200	67900	68600	69300
	70309	71082	71854	72627	73400	74172	74945	75717	76490
42	1.84	1.86	1.88	1.90	1.92	1.94	1.96	1.98	2.00
	64400	65100	65800	66500	67200	67900	68600	69300	70000
	71082	71854	72627	73400	74172	74945	75717	76490	77263
43	1.86	1.88	1.90	1.92	1.94	1.96	1.98	2.00	2.02
	65100	65800	66500	67200	67900	68600	69300	70000	70700
	71854	72627	73400	74172	74945	75717	76490	77263	78035

2016-2017 & 2017-2018 MAROA-FORSYTH C.U.S.D. # 2 SALARY SCHEDULE

	2016-2017 & 2017-2018 MAROA-FORSYTH C.U.S.D. # 2 S								
	BS	BS +8	BS +16	BS +24	MS	MS +8	MS +16	MS + 24	MS + 32
44	1.88	1.90	1.92	1.94	1.96	1.98	2.00	2.02	2.04
	65800	66500	67200	67900	68600	69300	70000	70700	71400
	72627	73400	74172	74945	75717	76490	77263	78035	78808
45	1.90	1.92	1.94	1.96	1.98	2.00	2.02	2.04	2.06
	66500	67200	67900	68600	69300	70000	70700	71400	72100
	73400	74172	74945	75717	76490	77263	78035	78808	79581
46	1.92	1.94	1.96	1.98	2.00	2.02	2.04	2.06	2.08
	67200	67900	68600	69300	70000	70700	71400	72100	72800
	74172	74945	75717	76490	77263	78035	78808	79581	80353
47	1.94	1.96	1.98	2.00	2.02	2.04	2.06	2.08	2.1
	67900	68600	69300	70000	70700	71400	72100	72800	73500
	74945	75717	76490	77263	78035	78808	79581	80353	81126
4.0	4.00	4.00	0.00		0.04	2.22			0.40
48	1.96	1.98	2.00	2.02	2.04	2.06	2.08	2.1	2.12
	68600	69300	70000	70700	71400	72100	72800	73500	74200
	75717	76490	77263	78035	78808	79581	80353	81126	81898
4.0	4.00		0.00	0.04		2.22		0.40	0.44
49	1.98	2.00	2.02	2.04	2.06	2.08	2.1	2.12	2.14
	69300	70000	70700	71400	72100	72800	73500	74200	74900
	76490	77263	78035	78808	79581	80353	81126	81898	82671
<b>-</b> 0	0.00	0.00	0.04	0.00	0.00	0.4	0.40	0.14	0.40
50	2.00	2.02	2.04	2.06	2.08	2.1	2.12	2.14	2.16
	70000	70700	71400	72100	72800	73500	74200	74900	75600
	77263	78035	78808	79581	80353	81126	81898	82671	83444
51	2.02	2.04	2.06	2.08	2.1	2.12	2.14	2.16	2.18
51	70700	71400	72100	72800	73500	74200	74900	75600	76300
	78035	78808	79581	80353	81126	81898	82671	83444	84216
52	2.04	2.06	2.08	2.1	2.12	2.14	2.16	2.18	2.2
52	71400	72100	72800	73500	74200	74900	75600	76300	77000
	78808	79581	80353	81126	81898	82671	83444	84216	84989
	70000	7 330 1	00000	01120	01030	02071	00444	04210	04303
53	2.06	2.08	2.1	2.12	2.14	2.16	2.18	2.2	2.22
00	72100	72800	73500	74200	74900	75600	76300	77000	77700
	79581	80353	81126	81898	82671	83444	84216	84989	85762
	70001	00000	020	01000	02077	00111	0.2.0	0.000	00702
54	2.08	2.1	2.12	2.14	2.16	2.18	2.2	2.22	2.24
	72800	73500	74200	74900	75600	76300	77000	77700	78400
	80353	81126	81898	82671	83444	84216	84989	85762	86534
55	2.1	2.12	2.14	2.16	2.18	2.2	2.22	2.24	2.26
	73500	74200	74900	75600	76300	77000	77700	78400	79100
	81126	81898	82671	83444	84216	84989	85762	86534	87307
56	2.12	2.14	2.16	2.18	2.2	2.22	2.24	2.26	2.28
	74200	74900	75600	76300	77000	77700	78400	79100	79800
	81898	82671	83444	84216	84989	85762	86534	87307	88079
57	2.14	2.16	2.18	2.2	2.22	2.24	2.26	2.28	2.3
	74900	75600	76300	77000	77700	78400	79100	79800	80500
	82671	83444	84216	84989	85762	86534	87307	88079	88852
58	2.16	2.18	2.2	2.22	2.24	2.26	2.28	2.3	2.32
	75600	76300	77000	77700	78400	79100	79800	80500	81200
	83444	84216	84989	85762	86534	87307	88079	88852	89625