

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CYPRESS ELEMENTARY DISTRICT NO. 64**

**AND**

**CYPRESS ELEMENTARY  
EDUCATION ASSOCIATION, IEA/NEA**

**2009-2010**

**2010-2011**

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## **ARTICLE I**

### **RECOGNITION**

- 1.1 The Cypress Elementary Board of Education District #64, Johnson County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Cypress Education Association IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for regularly employed full and part-time certified employees. Excluded: all supervisory and managerial employees as defined by the Illinois Educational Labor Relations Act.
- 1.2 The term "Employee", "Bargaining Unit Member", or "Teacher" when used hereinafter in this agreement shall refer to all employees represented by the Association.
- 1.3 The term "days" when used in this agreement shall, except where otherwise indicated, mean working days.
- 1.4 The Board will not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or in negotiations with the Board.

## ARTICLE II

### ASSOCIATION RIGHTS

#### 2.1 BOARD MEETINGS - NOTIFICATION/BOARD AGENDA

The President of the Association shall be given written notice of any regular or special meetings of the Board together with one (1) copy of the agenda at least two (2) work days prior to the scheduled time of such meeting. The agenda or statement of purpose of meeting will be provided to the Association President when it is presented to the board.

#### 2.2 BOARD MINUTES - ASSOCIATION COPY

One (1) copy of all board minutes shall be mailed or placed in the mailbox of the President of the Association as soon as they have been prepared.

#### 2.3 PERTINENT INFORMATION - ASSOCIATION

The Association shall be furnished on written request all regularly and routinely prepared public information concerning the financial condition of the school including the Annual Financial Statements and adopted budget. In addition, the Board and the Administration will grant reasonable requests for any other readily available and pertinent public information which may be relevant to negotiations or grievances. Nothing herein shall require the central administration staff to research and assemble information. This article should not be construed to limit the right to obtain information that the Association is otherwise entitled to by law.

#### 2.4 ASSOCIATION MEETINGS

The Association shall have the right, upon approval of the Building Principal or Superintendent, to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extracurricular programs. All meeting areas shall be approved by the Superintendent. Whenever special custodial service is required, the Board may make a reasonable charge for this service.

#### 2.5 ASSOCIATION COMMUNICATION

The Board agrees that a bulletin board shall be provided for the use of the Association in the teachers' workroom for posting notices of activities and other matters of Association concern. The Association may use teacher school mailboxes for Association matters.

#### 2.6 ASSOCIATION LEAVE

In the event that the Association desires to send a representative to a state or national conference, a representative of the Association shall be excused without loss of salary or benefits in accordance with the following:

- A. The total maximum number of days shall not exceed two (2).

- B. The President of the Association shall submit a written request to the Superintendent at least one (1) week in advance of anticipated usage.

2.7 COPY MACHINE USE BY ASSOCIATION

The Association has the right to use the copy machine at cost.

2.8 BOARD CONSULTATION

The Board shall consult with the Association on any considered school district reorganization plans. The Association shall be given an opportunity to make recommendations concerning these matters prior to their adoption.

2.9 UNIFORM - CONTRACT APPLICATION

Both parties agree that the provisions of the Agreement shall not be applied in a manner which is arbitrary, capricious, or discriminatory.

## **ARTICLE III**

### **FAIR SHARE AGREEMENT**

- 3.1 Each teacher, 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.
- 3.2 In the event that the teacher does not pay his/her fair share fee directly to the Association by the effective date of this agreement, the Board shall deduct the fair share fee from the wages of the non-member.
- 3.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- 3.4 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 immediate 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 gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- 3.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any 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.
  - A. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board of the Board's imperfect execution of the obligations imposed upon it by this Article.
- 3.6 The obligation to pay a fair share fee will not apply to any other teacher who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such teacher is a member, 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 a payment in 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 IV

### GRIEVANCE PROCEDURE

#### 4.1 DEFINITIONS

A grievance shall be any claim by the Association, teacher, or group of teachers that their rights have been impaired or that the teacher has been treated unfairly.

- A. All time limits consist of school days. Except when a grievance is submitted fewer than ten (10) days before the close of the current school terms, then time limits shall consist of all week days.

#### 4.2 PROCEDURE

The parties acknowledge that a teacher and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

- A. STEP I---The Association may present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association shall be provided with the supervisor's response, including reasons for the decision, no later than ten (10) days following the meeting.
- B. STEP II---If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or his designee within ten (10) days after receipt of the Step I answer. The Superintendent will arrange with the grievant for a meeting to take place within ten (10) days of the Superintendent's receipt of appeal. The grievant shall be provided with the Superintendent's response, including the reasons for the decision, no later than ten (10) days following the meeting.
- C. STEP III---If the grievance is not resolved at Step II, then the Association may refer the grievance in writing to the President of the Board, who will arrange for a meeting to take place no later than ten (10) days after receipt of the grievance. The grievant shall be provided with the Board's response, including the reasons for the decision, no later than ten (10) days following the meeting.

D. STEP IV---If the grievance is not resolved at Step III, then the Association may refer the grievance in writing to the American Arbitration Association which shall act as the administration of the proceedings, according to the Streamlined Labor Arbitration Rules. If a demand for arbitration is not filed within thirty (30) days of the date for the Step III answer, then the grievance shall be deemed withdrawn. Time limits may be extended by mutual consent.

1. Neither the board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this agreement.

4.3 BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

4.4 RELEASED TIME

Should any meeting held pursuant to Step I-IV above require that a teacher or an Association representative be released from their regular assignment, the teacher and/or Association representative shall be released without loss of pay or benefits.

4.5 FILING OF MATERIALS

All records related to a grievance shall be filed in an Association file separate from the personnel files of the teacher.

4.6 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.

4.7 NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.

4.8 NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any teacher because of the teacher's participation or refusal to participate in a grievance.

4.9 COSTS

The fees and the expenses of the arbitrator shall be shared equally by the parties.

4.10 POSTPONEMENT

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

4.11 SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

## **ARTICLE V**

### **BARGAINING**

- 5.1 The parties agree to begin bargaining for a successor agreement no later than May 1 of the year that contract expires.

## ARTICLE VI

### WORKING CONDITIONS

#### 6.1 UNSAFE OR HAZARDOUS WORKING CONDITIONS

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

A. If the Employee becomes aware of a potentially unsafe, unhealthy, or hazardous condition, the Employee should report the situation to his/her immediately involved supervisor who shall promptly take steps to correct any unsafe, unhealthy, or hazardous condition.

#### 6.2 WORK YEAR

The Employee work year shall be no more than 180 days.

#### 6.3 SEVERE WEATHER OR ACT OF GOD DAYS

When school is closed to students due to severe weather or an Act of God, as defined by the State Board of Education, teachers who are unable to report for work because of the condition of the roads and highways shall not be penalized for reporting late, even though an institute day has been called.

#### 6.4 PREPARATION AND PLANNING TIME

Teachers will have an unassigned preparation period of no less than 30 minutes each workday.

#### 6.5 BUILDING AND CLASSROOM KEYS

Each Teacher shall be issued a key to the building and to his/her classroom.

#### 6.6 INTERNAL SUBSTITUTION

Internal substitution by teachers shall be strictly voluntary. If substitution is for more than two (2) hours the Employer shall reimburse the Teacher at the regular substitute rate per hour, in addition to regular pay and benefits.

#### 6.7 PHONE CALLS

Teachers will be able to make and receive phone calls. Personal, long-distance calls will be billed to the teacher's own calling card or made collect.

6.8 EMPLOYEE WORK DAY

Certified personnel's work day shall be from 8:00 a.m. to 3:15 p.m. On early dismissal days for students, unless faculty meetings are scheduled, teachers may leave 15 minutes after student dismissal.

6.9 TIME FOR PREPARING REPORT CARDS

At the end of each grading period on the first following Thursday or Friday, if that Thursday or Friday is the last day of student attendance for the week, students will be dismissed at 2:00 p.m.. Teachers will utilize early dismissal time to work on report cards.

6.10 BREAKFAST, LUNCH, AND MILK MONIES

Breakfast, lunch, and milk money will not be collected by the teachers.

6.11 SCHOOL CLOSING - LEAVE DAYS

When the school is officially closed by the Superintendent, no leave days previously arranged by an Employee will be deducted for such emergency days.

6.12 SELECTION AND ADOPTION OF TEXTBOOKS, LIBRARY BOOKS, AND OTHER INSTRUCTIONAL MATERIALS

The Board of Education recognizes that the Teachers/Employees of a given grade level or subject area should be the most knowledgeable to select the instructional materials for their subject and/or grade level. The Teachers/Employees shall make recommendations regarding the adoption of textbooks, library materials, and other instructional materials.

6.13 EMERGENCY SUPPLIES

The Employer shall provide each classroom and work area with a first aid kit and earthquake kit. The Employer will provide all necessary paperwork and forms by September 1 to go in the kit.

6.14 PARENT-EMPLOYEE CONFERENCES

Any Employee required to conduct Parent-Employee conferences shall be released from his/her teaching duties. Parent-Employee conferences will not be scheduled in such a way that Employees are required to work more hours than a regular school day.

6.15 EMPLOYER-TEACHER COMMITTEES

The Employer will ask teachers to be on committees to help and assist in developing and reviewing plans for the health, safety, and preparedness for the Employees and students. Participation on such committees will be voluntary or appointed by C.E.A. Such plans are expected to cover contingency plans for a wide variety of safety risks, including but not limited to:

- 1) suspicious or unwanted persons on work site
- 2) fire
- 3) earthquake

- 4) evacuations
- 5) emergency school closings
- 6) weapons on the school property
- 7) student violence
- 8) hazardous, unsafe, or unhealthy working conditions

## ARTICLE VII

### LEAVES

#### 7.1 SICK LEAVE

The Board will grant fifteen (15) days sick leave at full pay at the beginning of each school year. If a teacher has not used the full amount of the annual leave allowed at the end of the year, the unused amount shall accumulate from year to year.

- A. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, including but not limited to, disabilities caused or contributed to by pregnancy, miscarriage, medically-related pregnancy termination, childbirth, and recovery there from. Disabilities in excess of six (6) weeks shall require a doctor's note.
- B. The teacher may use leave days to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be interpreted as spouse, children, and parents.
- C. The teacher may use leave days for illness or death in the immediate family. Immediate family shall be interpreted as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians, as well as son-in-law and daughter-in-law.
- D. The teacher may use up to four (4) sick days per death to attend the funeral of any one person not listed in 6.1C. More than four (4) days could be used with Board approval.
- E. The Employer shall furnish each employee with a written statement at the beginning of each employee work year setting forth the total sick leave credit.

#### 7.2 JURY DUTY

- 1. The Board shall pay the regular salary to any Teacher called for jury duty, or who is subpoenaed to testify during work hours before legal and/or administrative panel.
- 2. Wages received for such duties shall be reimbursed to the district but only for the working days when the Teacher was absent, and not to include any compensation received for food or travel.

### 7.3 PROFESSIONAL LEAVE

At the beginning of each school year each Teacher shall be credited with two (2) days to be used for Teacher's professional business. Professional business days may be used for any professional purpose associated with their teaching assignments at the discretion of the Teacher. The Teacher shall notify his/her principal/supervisor at least one (1) week in advance of his/her use of a professional day. Professional business days may be used for any professional purpose, including but not limited to the viewing of other instructional techniques or programs, conferences, workshops, or seminars conducted by colleges, universities, and the IEA and NEA and/or affiliate departments thereof. Two additional days may be allowed at the administration's request. Up to \$50.00 in registration fee will be allowed as well as mileage as provided in Article 7.11. If the administration requests teachers' attendance, then no more than two (2) additional teachers can request professional leave at the same time.

### 7.4 LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year with or without pay shall be granted to tenured Teacher, upon application, for the purpose of participation in:
  - 1. Exchange teaching programs in other states, territories, or countries;
  - 2. Foreign or military teaching programs;
  - 3. Peace Corps, Teacher Corps, Job Corps as a full-time participant; or
  - 4. Cultural travel or work programs related to his/her professional responsibilities;
  - 5. Other reasons approved in advance by the Cypress Board of Education
- B. The Teacher shall give ninety (90) days written request before leave begins.
- C. To qualify for such leaves the Teacher shall state his/her intention to return to the district.
- D. The Teacher shall advance the number of steps on the salary schedule equivalent to the time on leave.
- E. The contractual service status of a Teacher shall not be affected because of absence while on leave as provided herein.

7.5 PERSONAL LEAVE

The Board will grant two (2) days per school year with full pay for personal business. Any days or half days not used during the year will be added to the accumulative sick leave of the Teacher.

7.6 MATERNITY/PATERNITY/CHILD-REARING LEAVE

1. The Employer shall grant a Maternity/Paternity Leave of Absence without pay or loss of accrued sick leave, tenure, or seniority to any Teacher who submits a written request one month prior to such leave.
2. The effective date of this leave shall be established by the Teacher.
3. This leave shall be for no more than one (1) year per child.

## ARTICLE VIII

### EMPLOYEE RIGHTS

#### 8.1 SCHOOL CODE RIGHTS

The Board agrees to abide by all provisions of the School Code relevant to the rights of teachers. Nothing contained herein shall be construed to deny any teacher his/her rights under the School Code of State of Illinois or under other applicable laws and regulations.

#### 8.2 DUTY FREE LUNCH PERIOD

Each Teacher shall be entitled to a duty free lunch period as required by the Illinois School Code of at least thirty (30) minutes or equal to the student's lunch period whichever is greater. Teachers may leave the building during lunch period.

#### 8.3 REQUISITION POLICY

Each teacher shall be given \$175.00 for each grade/class to submit requisition requests for materials and supplies (other than textbooks) needed for daily teaching responsibilities for the following school term. Requisition requests shall be submitted before the last day of school. Teachers shall be informed of the administration's decisions on these requests no later than the July board meeting by notification in the mail.

#### 8.4 GRADES

Teachers shall maintain the rights and responsibility to determine grades and other evaluations of students, and no grades or evaluations shall be changed without the Employee's authorization.

#### 8.5 JUST CAUSE DISCIPLINE

No Teacher shall be disciplined without just cause.

#### 8.6 REPRESENTATION AT DISCIPLINE/EVALUATION MEETINGS

In the event an administrator requires a Teacher to attend a meeting for the purpose of evaluating or disciplining said Teacher, the Teacher, upon request, may have an Association representative present. The Teacher shall be given prior written notice of the reasons for such a meeting two (2) days in advance.

#### 8.7 ASSAULT ON TEACHER

Any case of assault on a teacher shall be promptly reported to the Board or its designee. The Board shall provide competent legal assistance to the teacher regarding legal assistance to his/her rights or obligations with respect to an assault.

8.8 TEACHER VACANCIES

- A. The Employer shall notify all Teachers of all vacancies within the district.
- B. All vacant positions shall be filled by Teachers from within the school district provided:
  - 1. They make application within ten (10) school days of the notification date of the vacancy; and
  - 2. are certified and qualified for said position.
- C. The District reserves the right to select or employ persons from outside the district where qualified applicants are not available from within the district.

8.9 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

A Teacher shall be given written notice of his/her assignments (room and grade level to be taught) for the forthcoming year no later than July 1. In the event changes in such assignments are proposed, the Teacher affected shall be consulted. In the case of an emergency, after giving due notice, the assignment may be changed later than July 1.

8.10 EMPLOYEE SUPERVISION AND RESPONSIBILITY FOR BUILDING

A Teacher shall be responsible to only one supervisor, said supervisor to be designated by the Employer at the beginning of each school year with written notification provided to each Teacher.

8.11 MILEAGE ALLOWANCE

Employees shall be paid mileage at the same rate approved by the Internal Revenue Service for all approved mileage to perform their assigned duties.

8.12 RULES AND REGULATIONS

- A. All policies, regulations, and rules of the Employer must be published and distributed to the Employees. Copies of rules, regulations, and policies shall be distributed to each Employee on the first day of school. Additionally, copies shall be made available to anyone who requests one from the administration.
- B. Rules and Regulations governing Employee conduct shall be reasonable, and enforcement of Employee discipline shall be fair.

## ARTICLE IX

### PERSONNEL FILE

#### 9.1 PLACEMENT OF MATERIALS IN FILE

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he/she has read any materials evaluative in nature by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Any materials not contained in the teacher's personnel file, may not be used to discipline the teacher.

#### 9.2 RIGHT TO EXAMINE FILE

A teacher shall have the right to examine and review the contents of his/her personnel file in the presence of an administrator or employer and to have a representative of the Association accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such view.

#### 9.3 RIGHT TO REPRODUCE MATERIALS

Upon request, the teacher will reproduce one (1) copy of any materials in his/her personnel file. The teacher will reimburse the employer for the copies at cost.

#### 9.4 RIGHT TO GRIEVE MATERIALS IN FILE

In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings such portion of materials will be removed from the teacher's file.

## ARTICLE X

### REDUCTION IN FORCE/SENIORITY

#### 10.1 REDUCTION-IN-FORCE POLICY

If the Board of Education determines, because of economic necessity, to decrease the number of teachers or to discontinue some particular type of teaching service, the Board will first remove or dismiss all non-tenured teachers, according to seniority, before removing or dismissing any tenured teacher who is legally qualified to hold a position currently held by a non-tenured teacher.

#### 10.2 DISMISSAL OF TENURED TEACHERS

If the Board's decision to decrease the number of teachers employed or to discontinue some type of teaching service requires the dismissal of tenured teachers, no tenured teacher will be dismissed if such tenured teacher has more seniority than a teacher not so dismissed, provided the more senior teacher is legally qualified.

#### 10.3 HONORABLE DISMISSAL

Teachers so dismissed will receive notices of honorable dismissal.

#### 10.4 TEACHING ASSIGNMENTS AND TRANSFERRING TEACHER'S POSITIONS

Neither this reduction-in-force policy nor a teacher's tenure status may preclude the Board, in its discretion, from either making teaching assignments or transferring teachers to positions for which they are legally qualified.

#### 10.5 FILLING OF VACANCIES

If a vacancy occurs within two (2) calendar years from the beginning of the school term following its reduction-in-force, the Board will tender such vacant position to the teacher with the greatest seniority among those who have been honorably dismissed, who is legally qualified to hold such position. Vacant positions include full-time and part-time teaching assignments, but do not include substitute positions (positions becoming vacant because of leaves, whether paid or unpaid). A teacher honorably dismissed retains his/her tenure status and all accumulated seniority; however, the period such tenured teacher did not teach shall not be counted toward seniority.

10.6 ELIGIBILITY FOR RECALL

To be eligible for recall, the honorably dismissed teacher must provide the Board of Education in writing, prior to the last day of the school term of dismissal, with the address where such teacher may be reached. The teacher must also notify the Board of Education in writing, within fourteen (14) days of mailing or within fourteen (14) calendar days of the receipt of the offer, whichever shall first occur. If a teacher rejects an offer of a full-time vacant position, the teacher shall be placed at the end of the recall list.

10.7 SENIORITY SHALL BE DEFINED AS FOLLOWS:

- A. Years of continuous service as a teacher in the school district; provided, however, that less than full-time service shall be computed on a pro-rate basis and approved unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- B. If the years of continuous service are equal between two or ore teachers, seniority shall be determined by total years of teaching service with the school district.
- C. If total teaching service with the district is equal as between two or more teachers, then seniority shall be determined by placement on the salary schedule, i.e., the teacher with the highest salary shall be deemed the most senior.

10.8 LEGAL QUALIFICATIONS OR LEGALLY QUALIFIED

Legal qualifications or legally qualified shall be defined as all statutory and regulatory prerequisites for teaching a particular subject or grade, including but not limited to, the certification requirements of Article 27 of the School Code and the academic experience requirements of State Board of Education Document No. 1 (or its successor or supplementary requirements) in effect at the time of dismissal and or recall.

10.9 POSTING OF SENIORITY LIST

Prior to February 1 of each school term, the administration shall post a listing of the seniority list of all teachers in the School District along with a copy of this contract article. Such list shall contain the names of all teachers in the Bargaining Unit, their continuous service (whether full or part-time), their total years of service, their certificate types, and a list of the grade levels/subjects that he/she is legally qualified to teach. Each teacher shall have ten (10) employment days thereafter to file written objection to his/her ranking and shall detail the error, if any, in ranking. Failure to make such timely objection will be deemed an acceptance of the individual's information, and the teacher cannot there after challenge his/her information for the school year.

## **ARTICLE XI**

### **RETIREMENT**

#### **11.1 TEACHER'S EARLY RETIREMENT OPTION**

A teacher who is between the ages of 55 and 60, with at least 20, but less than 35 years of service to Cypress School District may retire by making a written request to the Board of Education. The Employer agrees to honor the request of a teacher who is eligible for early retirement.

#### **11.2 PRE-RETIREMENT INCENTIVE**

Employees, who have more than 20 years of creditable TRS service and will be at least age 55 by December 31 of the year in which their effective date of retirement occurs, take advantage of this pre-retirement agreement. As many as the last six years of an employee's career may be included in the pre-retirement period. An irrevocable letter of intent establishing the date of retirement will create and determine the length of the pre-retirement period. During the pre-retirement period, the employee's salary shall be the maximum allowable under state mandated caps of 6% for each year of the pre-retirement period.

Letters of intent must be filed by September 1 of the year up to, and including, the school year of retirement. The pre-retirement period may be from 1 to 6 years in duration depending upon when the letter of intent is received and the specified effective date of retirement.

For example, employees who file by September 1, 2005 may indicate a retirement date of 2006, 2007, 2008, 2009, 2010, or 2011. Employees indicating retirement in 2006 will have pre-retirement period of 1 year. Employees indicating retirement in 2007 will have pre-retirement period of 2 years. Employees indicating retirement in 2008 will have pre-retirement period of 3 years. Employees indicating retirement in 2009 will have pre-retirement period of 4 years. Employees indicating retirement in 2010 will have pre-retirement period of 5 years. Employees indicating retirement in 2011 will have pre-retirement period of 6 years.

Each September 1 of this contract will extend by an additional year the pre-retirement options provided by this agreement.

## ARTICLE XII

### COMPENSATION AND FRINGE BENEFITS

- 12.1 SALARY SCHEDULE AND SUPPLEMENTAL JOBS STIPENDS  
The salary schedule and supplemental jobs stipends shall be as set forth in Appendices D and E, which are attached to and incorporated in this agreement.
- 12.2 PAY DAYS - PAYROLL INSTALLMENTS  
Each employee shall be paid on the 8<sup>th</sup> and the 23<sup>rd</sup> of each month. The employee will be paid in 24 equal installments.
- 12.3 PAY DAYS - SCHOOL NOT IN SESSION  
If a regular pay date, during the school year falls on a day when the school is not in session, the Employees shall receive pay on the last day that school is in session. During the summer, checks shall be available on the appropriate payday or if requested mailed to reach employee on the appropriate payday.
- 12.4 FULL EXPERIENCE CREDIT  
The teacher shall move vertically down the salary schedule receiving full credit for teaching experience outside or inside the district.
- 12.5 BOARD PAID RETIREMENT  
In addition to the scheduled salary, the Board agrees to pay the full-time teacher's share of TRS contribution.
- 12.6 ADDITIONAL CREDIT  
Credit for additional training must be registered with the Superintendent's office by October 30th.

## ARTICLE XIII

### **NO STRIKE PROVISION**

- 13.1 The Association agrees not to strike or engage in a work slowdown during the term of this agreement over a dispute concerning any term or condition of employment which is specifically and expressly contained within this Agreement and which is subject to the binding arbitration provision.

## **ARTICLE XIV**

### **SEPARABILITY**

- 14.1 In the event any of the provisions of this Agreement or any application of this Agreement to any Teacher is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but continued in full force and effect.

## ARTICLE XV

### EMPLOYEE EVALUATION

- 15.1 The following procedure shall be used by the Administration concerning teacher evaluations:
- A. The employees shall be informed of an upcoming evaluation at least (1) one week in advance. The employer shall inform each employee under his/her supervision, of the evaluation procedures, standards, job descriptions, and instruments to be used, as well as, who will observe and evaluate his/her performance.
  - B. At the time, the employee and evaluator will establish a mutually agreed upon time for the evaluation.
  - C. The length of a single formal evaluation will be no less than thirty (30) minutes, and no more than a regular class period. Additional observations may be done as agreed on by evaluator and teacher.
  - D. If the evaluation is canceled by the employee or evaluator, a rescheduling of the evaluation must again be determined by mutual agreement between the teacher and evaluator.
  - E. A meeting between the employee and evaluator to discuss the completed evaluation will be set within five (5) working days of the evaluation.
  - F. The employee will have the right to make any attachments to the evaluation.
  - G. A copy of the signed evaluation will be placed in the employee's personnel file, and a second copy will be given to the employee.
  - H. Tenured employees will have no more than one (1) formal evaluation every two (2) years, with the first evaluation to begin in the 1992-93 school year.
  - I. Any employee receiving an "unsatisfactory" composite evaluation, shall have a remediation plan developed and implemented in accordance with Chapter 122, Section 24A-5, of the School Code.
  - J. In order to be deemed "unsatisfactory" overall, the teacher shall have been deemed "unsatisfactory" in four (4) or more of the categories marked as I-VIII.

In order to be deemed "unsatisfactory" in the categories marked I-VIII, the teacher must be found unsatisfactory in fifty per cent (50%) or more of the items comprising that category.

- K. See Appendices A, B and C for employee job descriptions, standards, and evaluation instrument.

**ARTICLE XVI**

**DURATION OF CONTRACT**

16.1 This Agreement shall be effective as of August 13, 2009 and will continue in effect until August 14, 2011.

**CYPRESS EDUCATION ASSOCIATION BOARD OF EDUCATION**

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRPERSON/MEMBER

\_\_\_\_\_  
CHAIRPERSON/MEMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## **JOB DESCRIPTION FOR TEACHERS**

The teacher of today cannot be concerned only with teaching subject matter. There are duties which the teacher must perform in the modern school system. The duties of teachers are as follows:

1. Guidance for the school life of the pupil in order to deal systematically with his needs.
2. Interpretation of social forces that affect the curriculum and participation in a continuous development of the curriculum.
3. Sponsorship of extra-curricular activities in order to promote social development of students.
4. Cooperation in the equipping of the school and care of property.
5. Partnership in the enterprise of conducting the school and of accepting responsibility for the keeping of records and the making of reports.
6. Understanding of broad social need sufficiently adequate to participate in community responsibilities.
7. Understanding of the legal and administrative aspects of state school organizations.
8. Understanding of the relationship of education to the local, state and federal government.
9. Understanding of local school organization in order that the teacher may know for what and to who he is directly responsible.
10. Cooperation with the principal in the common enterprise - the possible education for every individual pupil to the end that he may be a good citizen of the community, the state, the nation and the world.
11. Knowledge of the purpose of the various educational organizations and the activities which they attempt to carry on in the interest of the profession and the system of public education.
12. Realization that continual professional growth is an obligation that goes with professional security.
13. Understanding that improved economic security is a result of public and professional awareness of the school's needs for keeping pace with changing society.

## **STANDARDS**

The following is a list of statements describing the expected levels of behavior and performance for teachers.

1. Certified staff shall show evidence of prior planning and thorough presentation of appropriate instructional materials.
2. Certified staff shall show evidence of skills in execution of teachers' lessons and objectives.
3. Certified staff shall provide a varied and abundant opportunity for individual students and groups to participate in discussion and other appropriate activities.
4. Certified staff shall demonstrate a thorough command of the subject matter and its relevance to other disciplines.
5. Certified staff shall provide an atmosphere which is positive for good learning, promote students' safety while being attractive and comfortable.
6. Certified staff shall demonstrate their ability to meet all required tasks and assignments.
7. Certified staff shall demonstrate a clear understanding of creating and promoting a positive school image.
8. Certified staff shall demonstrate a desire to maintain and upgrade their educational skills and knowledge.

**PERSONNEL EVALUATION****CYPRESS ELEMENTARY SCHOOL DISTRICT #64**

TEACHER \_\_\_\_\_ POSITION \_\_\_\_\_

EVALUATOR \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_ TIME \_\_\_\_\_

This evaluation form is intended to be used to evaluate all certified personnel. The evaluation is to be completed by general observation and classroom visitation. The intent of this evaluation is to compliment and improve the overall instructional program of Cypress Elementary School and provides positive reinforcement for individual employees of the system.

**CATEGORIES OF EVALUATION RATINGS****EXCELLENT** - 3 points

Documented observations reveals performance of a commendable quality. Multiple strengths in many skill areas in the criteria/standards - any identified weakness may be improved without the formal intervention of an administrator - educators almost always impacts positively upon students and the school's environment.

A score of 3 is excellent per individual criteria standard.

**SATISFACTORY** - 2 points

Documented observations reveal generally accepted levels of performance. Job requirements are usually expedited adequately. Identified weaknesses may be improved by the teacher or by implementation of a professional growth plan.

A score of 2 is satisfactory per individual criteria standard.

**UNSATISFACTORY** - 1 point

Documented observation reveals a significant weakness in one or more areas of the criteria standards and requires direct intervention by an administrator. The teacher's performance is at a level below expectations and shows very little evidence of preparation and/or the ability to function positively within the schools environment.

A score of 1 is unsatisfactory per individual criteria standard.

N/A - Does not apply to this teaching position or situation.

I. PLANNING AND PREPARATION

Should show evidence of prior planning and thorough preparation of appropriate instructional materials.

1. Uses appropriate materials for subject and or grade level taught:

- \_\_\_\_\_ textbooks appropriate for grade or subject
- \_\_\_\_\_ workbooks appropriate for grade or subject
- \_\_\_\_\_ uses appropriate supplementary materials to the reinforce or enhance instructional objectives of class or subject being taught
- \_\_\_\_\_ makes use of audiovisual equipment and visual displays in the teachers preparation.

2. Makes provisions for differences in each student's abilities: (Physical - mental)

- \_\_\_\_\_ by helping students with individual problems
- \_\_\_\_\_ by asking students clear and understandable Questions
- \_\_\_\_\_ by being willing to when it is needed spend extra time to assist students
- \_\_\_\_\_ by providing educational materials at the level students' instructional

II. IMPLEMENTATION OF PLANNING (METHODOLOGY)

Should show evidence of skills in execution of teachers lessons objectives:

- \_\_\_\_\_ uses Pre and Post test evaluation models
- \_\_\_\_\_ conveys an understanding to the student(s) of the specific objectives to be taught during a specific lesson
- \_\_\_\_\_ shows evidence of being able to use different teaching models or techniques

III. STUDENT INVOLVEMENT AND PARTICIPATION

Should provide a varied and abundant opportunity for individual students and groups to participate in discussions and other appropriate activities:

- \_\_\_\_\_ by leading and encouraging classroom Discussions
- \_\_\_\_\_ by allowing opportunities for all students to contribute to class discussion
- \_\_\_\_\_ by using inquiry techniques
- \_\_\_\_\_ by using praise and positive reinforcement to achieve desirable student(s) responses  
by keeping classroom discussion of the topic

IV. SUBJECT MATTER AND CONTENT AREAS PREPARATION

Should demonstrate a thorough command of the subject matter and its relevance to other disciplines.

- \_\_\_\_\_ by using modern up-to-date materials and Equipment
- \_\_\_\_\_ by showing a relationship between subject matter taught and the state's model of learning Objectives
- \_\_\_\_\_ reflects teachers knowledge of the appropriate subject area and indicates the teachers ability to convey this body of knowledge to the student(s)
- \_\_\_\_\_ provides evidence that the teacher is monitoring and evaluating student progress

V. CLASSROOM CONTROL AND MANAGEMENT

Should provide an atmosphere which is positive for good learning, promote student safety while being attractive and comfortable.

- \_\_\_\_\_ well organized
- \_\_\_\_\_ well maintained, clean and neat, warm-safe  
Secure
- \_\_\_\_\_ well illustrated with student work. Art work, BB.  
etc. that reflects students works
- \_\_\_\_\_ provides space for posting of school rules and  
regulations and related information
- \_\_\_\_\_ provides space for emergency evacuation  
Procedures

VI. PUNCTUALITY, ATTENDANCE, AND USE OF PREPARATION TIME

- \_\_\_\_\_ can be depended upon to maintain a good  
attendance record
- \_\_\_\_\_ gets reports in on time
- \_\_\_\_\_ is punctual in reporting to work
- \_\_\_\_\_ is punctual at staff meetings and other in-  
service training sessions
- \_\_\_\_\_ uses preparation time to develop instructional  
materials and fill out required administrative  
Reports

VII. DEMONSTRATES EFFECTIVE COMMUNICATION AND PUBLIC RELATION SKILLS

Shows a clear understanding of creating and promoting a positive school image.

- \_\_\_\_\_ makes an effort to establish and maintain good communications with parents (notes, letters, parent teacher conference, report cards, phone calls, etc.)
- \_\_\_\_\_ creates and maintains a positive school image by promoting the school's classes, clubs, and extra curricular activities
- \_\_\_\_\_ responsible and follows directions from

VIII. DEMONSTRATES PROFESSIONAL GROWTH

Teacher desires to maintain and upgrade their educational skills and knowledge.

- \_\_\_\_\_ keeps up with trends and issues effecting Education
- \_\_\_\_\_ pursues a process of professional development such as:
  - a. attending in-service training
  - b. attending workshops
  - c. taking advance classes
  - d. joining and supporting professional groups or Organizations
- \_\_\_\_\_ utilizes self-evaluation and self-examination techniques to improve his/her teaching skills

Overall performance rating score \_\_\_\_.

Evaluator's comments, recommendations, etc.:

Teacher's comments, recommendations, etc.:

Evaluator's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenured \_\_\_\_\_ Non-Tenured \_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

**SALARY SCHEDULE**  
**SALARY 2009-2010**  
**CYPRESS DISTRICT #64**

<b>STEP</b>	<b>BS</b>	<b>W/TRS</b>	<b>MS</b>	<b>W/TRS</b>
1	31210	34448	32720	36115
2	31670	34956	33250	36670
3	32130	35464	33780	37284
4	32590	35971	34310	37870
5	33050	36479	34840	38455
6	33510	36987	35370	39040
7	33970	37494	35900	39625
8	34430	38002	36430	40210
9	34890	38510	36960	40795
10	35350	39008	37420	41302
11	35810	39525	38020	41965
12	36270	40033	38550	42550
13	36730	40540	39080	43135
14	37190	41049	39610	43720
15	37650	41556	40140	44305
16	38110	42064	40670	44890
17	38570	42572	41200	45475
18	39030	43079	41730	46060
19	39490	43587	42260	46645
20	39950	44095	42790	47230
21	40410	44603	43320	47815
22	40870	45110	43805	48350
23	41330	45618	44380	48985
24	41790	46126	44910	49570

See attachment for Supplemental Job Stipends.

**SALARY SCHEDULE  
SALARY 2010-2011  
CYPRESS DISTRICT #64**

<b>STEP</b>	<b>BS</b>	<b>W/TRS</b>	<b>MS</b>	<b>W/TRS</b>
1	32210	35552	33720	37219
2	32670	36060	34250	37804
3	33130	36567	34780	38389
4	33590	37075	35310	38974
5	34050	37583	35840	39559
6	34510	38091	36370	40144
7	34970	38598	36900	40728
8	35430	39106	37420	41302
9	35890	39614	37930	41865
10	36350	40121	38420	42406
11	36810	40629	39020	43068
12	37270	41137	39550	44095
13	37730	41645	40080	44238
14	38190	42152	40610	44823
15	38650	42660	41140	45408
16	39110	43168	41670	45993
17	39570	43676	42200	46578
18	40030	44183	42730	47163
19	40490	44691	43360	47859
20	40950	45199	43790	48333
21	41410	45706	44320	48918
22	41870	46214	44805	49454
23	42330	46722	45380	50088
24	42790	47230	45910	50673

See attachment for Supplemental Job Stipends.

**CYPRESS GRADE SCHOOL**  
**SUPPLEMENTAL JOB STIPENDS**

Position	Year 09-10	Year 10-11
Dean of Students	\$ 1,300.00	\$ 1,300.00
Athletic Director	\$ 1,200.00	\$ 1,200.00
Head Boys BB Coach	\$ 1,800.00	\$ 1,800.00
Ass't Boys BB Coach	\$ 1,100.00	\$ 1,100.00
Head Girls BB Coach	\$ 1,800.00	\$ 1,800.00
Ass't Girls BB Coach	\$ 1,100.00	\$ 1,100.00
Head Baseball Coach	\$ 825.00	\$ 825.00
Ass't Baseball Coach	\$ 550.00	\$ 550.00
Head Softball Coach	\$ 825.00	\$ 825.00
Ass't Softball Coach	\$ 550.00	\$ 550.00
Boys Track Coach	\$ 450.00	\$ 450.00
Girls Track Coach	\$ 450.00	\$ 450.00
Head Cheer Coach	\$ 800.00	\$ 800.00
Ass't Cheer Coach	\$ 520.00	\$ 520.00
Elem Cheer Coach	\$ 350.00	\$ 350.00
Music	\$ 800.00	\$ 800.00
Beta	\$ 800.00	\$ 800.00
Olympaid	\$ 150.00	\$ 150.00
Math	\$ 208.00	\$ 208.00
Science	\$ 208.00	\$ 208.00
Elem. Basketball Boys	\$ 450.00	\$ 450.00
Elem. Basketball Girls	\$ 450.00	\$ 450.00
Ticket Taker	\$ 20.00	\$ 20.00
Clock Keeper	\$ 20.00	\$ 20.00
School Play	\$ 400.00	\$ 400.00
8 <sup>th</sup> Grade Sponsor	\$ 100.00	\$ 100.00
Student Council	\$ 100.00	\$ 100.00

**\* TRS WILL BE PAID ON THESE SALARIES IF THE POSITION IS FILLED WITH CERTIFIED STAFF**