

MASTER AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF SCHOOL DISTRICT #3

AND

THE TAYLORVILLE EDUCATION ASSOCIATION

FOR THE

2023-2024

2024-2025

2025-2026

2026-2027

SCHOOL YEARS

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ARTICLE I RECOGNITION

Having furnished satisfactory evidence of majority representation, the Board of Education of Taylorville Community Unit School District #3, hereafter referred to as the "Board", recognizes the Taylorville Education Association IEA/NEA, hereafter referred to as the "Association", as the sole negotiation agent for all regularly employed certified employees who shall hereafter be referred to as "Teachers", except the superintendent, assistant superintendent, all building principals and assistant principals in the junior and senior high schools, and all supervisors, managerial employees, and confidential employees within the meaning of the Illinois Educational Labor Relations Act. Teachers shall have the right to join, or not join, any Teacher organization and membership in any such organization shall not be a condition of employment in the Taylorville Community Unit School District #3.

ARTICLE II

DEFINITION OF RESPONSIBILITIES AND RIGHTS

2.1 Board Rights and Responsibilities

The Board hereby retains and reserves unto itself, all powers, rights, 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 Definition of Good Faith

"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.

2.3 Mutual Responsibility

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 and fringe benefits, conditions of employment, grievance procedure, and other matters of mutual concern along with the impact of these.

2.4 Mutual Responsibilities to Confer Power

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 which shall be presented to the Board and Association respectively for ratification.

2.5 Teachers' Rights/No Strike

Teachers shall have the right to form, join, or assist professional teachers' organizations and to participate in professional negotiations with the Board through representatives of their own choosing. In accordance with the Illinois Educational Labor Relations Act, the Association shall not strike for the duration of the agreement.

2.6 No Discrimination and Dispute Resolution - Hours, Wages, Terms, or Conditions of Employment

The Board agrees that it will continue not to discriminate against any Teacher with respect to hours, wages, terms, or conditions of employment by reason of membership in the Association, participation in any activities with the School Board, or institution of any grievance, complaint or proceeding under this Agreement.

If a dispute arises involving the Board's alleged violation of 2.1 through 2.6, the appropriate forum to resolve the dispute is Illinois Educational Labor Relations Board.

If, however, the Teacher(s) affected, the Board, and the Association agree in writing, and the Teacher(s) executes the waiver set forth in 1 below, the dispute will be resolved through arbitration with these provisions and conditions.

1. The Association and the Teacher(s) will have a choice to execute a waiver of any right to litigate the identical issue in any forum other than arbitration. This selection may be made and will be deemed timely if made at any time prior to the expiration of the period for filing an unfair labor practice charge. If either the Teacher or the Association declines to execute the waiver, there shall be no right to arbitrate the issue, because the parties have not agreed to arbitrate.
2. At any time before an arbitrator's fee would be due and payable for hearing (or cancellation of hearing), the Teacher(s) or Association may opt to pursue resolution through an Unfair Labor Practice charge by notifying the Board in writing. In that case there shall be deemed to be no further proceedings before the arbitrator, because no collective bargaining provision will be deemed applicable to the dispute.

3. The parties shall request a list of arbitrators from the American Arbitration Association, consisting of arbitrators who are attorneys, and experienced in applying the provisions of the Illinois Educational Labor Relations Act.
4. The parties may utilize the services of a mediator to attempt to resolve the dispute without litigation.
5. If arbitration is used, the arbitrator's award shall be in compliance with applicable law, and may include all those remedies which are available under the applicable law.

2.7 No Discrimination and Dispute Resolution - Race, Creed, Color, Marital Status, Sex, Age, Handicap, or National Origin

The Board and Association agree that neither organization shall discriminate against any Teacher or applicant for employment by reason of race, creed, color, marital status, sex, age, handicap, or national origin.

If a dispute arises involving allegations of the Board's violation of 2.7, the appropriate forums to resolve the dispute shall be such forums as may exist by law outside of this contract.

If, however, the Teacher is affected, the Board, and the Association agree in writing, and the Teacher executes the waiver set forth in 1 below, the dispute will be resolved through arbitration with these provisions and conditions.

1. The Association and the Teacher(s) will have a choice to execute a waiver of any right to litigate the identical issue in any forum other than arbitration. This selection may be made and will be deemed timely if made at any time prior to the expiration of the period for filing a charge of illegal discrimination. If either the Teacher(s) or the Association declines to execute the waiver, there shall be no right to arbitrate the issue, because the parties have not agreed to arbitrate.
2. However, at any time before an arbitrator's fee would be due and payable for hearing (or cancellation of hearing), the Teacher(s) or Association may opt to pursue resolution through a forum other than arbitration by notifying the superintendent in writing. In that case, there shall be deemed to be no further proceedings before the arbitrator, because no collective bargaining provision will be deemed applicable to the dispute.
3. The parties shall request a list of arbitrators from the American Arbitration Association, or any other arbitration service the parties select, consisting of arbitrators who are attorneys, and experienced in applying the law of illegal discrimination.
4. The parties may utilize the services of a mediator to attempt to resolve the dispute without litigation.
5. If arbitration is used, the arbitrator's award shall be in compliance with applicable law, and may include all those remedies which are available under the applicable law.

The substantive law or statutes mentioned in 2.1 through 2.7 are not incorporated into this agreement, but shall be enforceable via arbitration under the provisions set forth above.

Under no circumstances shall any section of this Article II be deemed a waiver by the Association of any right of any Teacher under any law. The purpose of this provision is to provide an alternate, additional forum for parties to resolve their disputes, should they so agree at the time.

2.8 Rules and Regulations

The Board agrees that its rules and regulations governing Teachers conduct will continue to be reasonable and that enforcement of suspension will be fair and for just cause.

Temporary administrative leave with pay during investigations of allegations of possible misconduct is not disciplinary. Dismissal of a tenured Teacher is controlled by statutes and regulations, and is not covered by this agreement. Non-renewal of a non-tenured Teacher is not discipline.

2.9 Right to Post Notices

The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards that are not accessible to, nor visible by, any student. At least one bulletin board shall be available in each building.

2.10 District Mail Service and Mail Boxes

The Association shall have the right to use the district mail service, including electronic, and Teacher mailboxes for communications to Teachers.

2.11 Association Right to Transact Official Association Business on School Property

Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Board, Association, and Teachers shall not discuss supervisor-Teacher or Board-Teacher relationships in the presence of students.

2.12 Mutual Furnishing of Information

The Board agrees to furnish to the Association, in response to reasonable requests, all pertinent available information which relates to the issue(s) being negotiated or the processing of any grievance. In complying with this responsibility, neither the Association nor the Board shall be required to create nor produce documents, statistics, or other materials which do not otherwise exist.

ARTICLE III NEGOTIATION PROCEDURES

3.1 Meetings

Negotiations shall begin no later than May 1 of the year in which the collective bargaining agreement expires unless both parties agree to an alternate date. Meetings shall be closed to all persons other than those involved in negotiations and will be held as necessary at times and places agreed to by both parties.

3.2 Material Approval During Negotiations

During negotiations, agreed-upon material shall be prepared for the Board and Association and formally approved by both groups before the meeting at which the items were agreed upon is adjourned.

3.3 Agreement and Appendices

When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and the Board for official approval. Upon ratification by both parties, this agreement shall be binding.

3.4 Distribution of Master Agreement

The Board shall provide each Teacher with an electronic copy of the Master Agreement. Any additions, alterations, deletions, or modifications shall be provided each Teacher as they occur.

3.5 Mediation

In case of mediation as required under the Illinois Educational Labor Relations Act or when the parties otherwise agree to use the services of a mediator, the parties shall request the services of the Federal Mediation and Conciliation Service. Should the Federal Mediation and Conciliation Service cease to be available as a source of no cost mediation, then the parties shall select a mediator as provided in the IELRA. The costs of mediation services other than FMCS shall be borne equally by the parties.

ARTICLE IV EFFECT OF AGREEMENT

4.1 Terms and Conditions

The parties mutually agree that the terms and conditions set forth in this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto which shall be duly executed in writing by both parties.

4.2 Savings Clause

Any contracts between the Board and individual Teachers shall be consistent with this agreement and shall reflect that the individual contract is subject to the terms and conditions of this collective bargaining agreement. Further, the terms and conditions of this agreement represent the entire negotiated contractual relationship between the Board and the Association. This shall not require the use of individual contracts.

Should any article, section or paragraph of this agreement be declared illegal by a court of competent jurisdiction, that article or section as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law, but the remaining articles and sections shall remain in full force and effect for the duration of the agreement if not affected by the deleted article or section.

ARTICLE V
DURATION OF AGREEMENT

This agreement shall be effective on the first day of the school year for Teacher duties in August of 2023, and shall continue in effect until the day prior to the first day of the school year for Teacher duties in August of 2027.

ARTICLE VI TEACHER RIGHTS

6.1 Right of Representation

A Teacher, upon request, shall have the right to have Association representation present at any investigatory meeting or conference with an Administrator or the Board which the Teacher reasonably believes will result in discipline of that Teacher. If the Teacher requests representation, the administrator or Board may either reschedule or cancel the meeting, or afford the Teacher a reasonable period in which to obtain Association representation. Further, when a Teacher is required to appear before the Board, the Teacher shall be advised in writing of the reasons for the appearance.

6.2 Personnel File

Each Teacher shall have the right, upon request, to review the contents of said Teacher's personnel file and to place therein written reactions to any of its contents. Such review may occur during ordinary business hours of administration offices. The administration may have a representative present.

6.3 Assignment of Professional Personnel/Seniority

A. Assignment of Professional Personnel

The basic consideration in the assignment of professional personnel in the Taylorville School District is the well being of the program of instruction.

Teachers shall be assigned on the basis of their qualifications, the needs of the district, and their expressed desires. When it is not possible to meet all three conditions, Teachers shall be assigned as determined by the board or administration, in order of the following criteria: first, in accordance with the needs of the school district; second, where the administration feels the Teacher is most qualified to serve; third, if the first two criteria are equal, then Teachers will be assigned in accordance with the Teacher's expressed preference. If two or more such Teachers request assignment to the same position, the administration shall assign such Teachers in order of district seniority. In the case of vacancies in new or existing positions, thorough consideration will be given to qualified applicants among current Teachers.

B. Seniority

1. Definition of Seniority

Seniority is defined as the continuous length of the tenured Teacher's service to the district, starting with the date the Teacher was approved for employment by the Board.

Any regularly employed Teacher who works one-half (1/2) time or more in a school year and began work by November 1 of the school year shall accrue one (1) year of seniority. No Teacher may accrue more than one (1) year of seniority in one (1) school term.

2. Preparation and Distribution of the Seniority List

The Board, in consultation with the Association, shall each year establish a seniority list, categorized by positions, showing the length of continuing service of each Teacher who is qualified to hold such positions in the district. A copy of the list shall be given to the president of the Association on or before February 1 of each school year. The Association shall then have thirty (30) calendar days to notify the superintendent in writing of any inaccuracies and/or challenges. The Association and superintendent shall meet to resolve any purported inaccuracies and/or challenges within five (5) workdays after the expiration of the thirty (30) calendar-day period following February 1.

3. Loss of Seniority

Seniority shall be lost due to the following:

- A. Resignation
- B. Retirement
- C. Dismissal
- D. Being on lay-off due to reduction in force for a period of time equal to seniority at the time of lay-off, or within (2) calendar years from the beginning of the following school term, whichever is less.

4. Tie Breakers

The breaking of ties shall be done by the casting of lots.

6.4 Annual Salary Notice

Teachers will have annual salary information available for viewing on the Employee Website by October 15 or, if the contract agreement occurs after October 15, within 30 days of the signing of the agreement.

6.5 Notice of Vacancies/Transfer Requests

A. Notice of Vacancies

The Board agrees to electronically post notices of vacancies of teaching, administrative, and coaching positions occurring within the District. All certified staff will receive these electronic notices. These notices will also appear on the District's web page. The Board further agrees not to employ personnel for these vacant positions until ten (10) working days after posting of notices.

Exceptions to the ten (10) day time limit will be as follows:

- (a) During the month of August,
- (b) When vacancies occur during the school year and these positions must be filled,
- (c) A vacancy caused by an approved leave of absence.

This does not preclude the Board from temporarily filling a position before a final candidate is chosen by the Board.

B. Transfer Requests

A transfer request list will be compiled at the superintendent's office. The transfer list will remain current from June 1 to June 1 of the following year. Each Teacher requesting a transfer, who is certified for the vacancy will be expected to contact the superintendent's office within the ten (10) day notification period. At that time, the Teacher may request an interview with appropriate personnel, and the Teacher will be given consideration for that vacancy.

6.6 Club Sponsorship

Teacher responsibility for sponsoring clubs in the junior and senior high schools will be on a voluntary basis if an increment is not paid.

6.7 Dues Deduction

The Board shall deduct from each Teacher's pay the current dues of the Association, provided that the Board has a Teacher-executed authorization for continuing dues deduction, the amount of which shall be furnished by the Association and shall remain in effect until revoked by the Teacher in writing to the superintendent's office. The administration shall notify the Association of any dues revocation. The revocation shall be effective with the next payroll check unless payroll processing time does not allow the revocation to be effective, in which case the revocation shall be effective with the next following paycheck. It shall be the responsibility of a duly elected officer of the Association to inquire with the bookkeeper each month to determine if any Association member has terminated his or her membership (dues payment) in the Association. Deductions for this purpose shall be made during the months of October to June inclusive with proportionate deductions made from each pay period. All dues deducted by the Board shall be remitted to the Association within ten (10) working days from the time of withholding. During this time, the administration will provide written notice of insufficient earnings to the employee and Association.

The Board is not responsible to transfer or pay dues to the Association in case the employee's compensation following deductions required by law, is insufficient.

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section 6.7, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives prompt notice of such action in writing to the Association and permits the Association to intervene 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.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and reasonable costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

ARTICLE VII EMPLOYMENT CONDITIONS

7.1 School Calendar/Institute Days

- A. School Calendar
The president or co-president of the Association shall appoint a calendar committee to consult with the superintendent relative to the preparation of the school calendar. One building principal may also serve on this committee.
- B. Institute Days
The Board recognizes the need for in-service education of all Teachers of the district. The Board agrees to authorize the establishment of four days of institute each school year. Time in excess of required training presentations and state clock hour requirements shall be afforded to teachers to work independently in their classrooms to adequately prepare for the first encounters with students. The format of the institutes will be developed in such a manner as to provide the most benefit to the greatest number of Teachers. The Board will support the activities by means of providing the finances necessary for their establishment.

7.2 Teacher Work Day

Recognizing that some degree of flexibility can be mutually beneficial to the Teachers and the District, the regular teaching day is considered to be from 8:00 a.m. to 3:30 p.m., with each building principal charged with the responsibility of administering the policy accordingly. This will include scheduled building meetings and district training requirements for Teachers to stay until 4:00 p.m., with building principals charged with administering those days accordingly.

Teachers in charge of elementary classrooms are entitled to a preparation period during the time art, music, and physical education Teachers are teaching their students. In grades K-5, certified personnel will be relieved of lunchroom duty. The building principals will be responsible for arranging lunchroom supervision.

For approved sick leave, one-half (1/2) of a sick leave day will be used for an absence of one (1) to four (4) periods (or elementary equivalent). Any absence over four (4) periods will constitute the use of one (1) full sick leave day for approved leave. Preparation periods are considered a period for sick leave purposes.

7.3 Early Dismissal/Early Dismissal on the First Day of Student Attendance

- A. Early Dismissal
All schools shall be dismissed at 2:30 P.M., on the last day of school prior to Thanksgiving, Christmas, and Spring Break, and on semester exam days.
- B. Early Dismissal on the First Day of Student Attendance
All students will be dismissed early on the first day of student attendance. An abbreviated scheduled that allows all periods to meet shall be in effect at the junior and senior high schools. A kindergarten schedule shall be established by the Superintendent in consultation with the kindergarten Teachers.

7.4 Parent-Teacher Conference

Conferences shall be held with parents of all kindergarten students and released time for such conferences shall not exceed two (2) full days. Conferences with parents of students in grades 1-5 shall be held at the discretion of the classroom Teacher, upon request by a parent, or as established in individual cases by the building principal. Released time for parent-Teacher conferences will be administratively governed.

7.5 Class Size

The Board shall authorize the superintendent and/or assistant superintendent to meet with the Association for the purpose of attempting to balance classroom enrollment within the limits in which Teachers can work effectively with each student. The administrator(s) and the Association will make reasonable effort to maintain class sizes that are conducive to effective teaching and to balance class sizes. Consideration will be given when balancing work loads of teachers of direct student contact and varying preps versus student supervision duties/periods.

7.6 Art, Music, or P.E. Teaching Position(s)/Substitutes for Art, Music and PE Teachers

- A. Art, Music, or P.E.
The Board shall employ at least one Teacher for the position(s) of art, music, and P.E. beginning with the 2019-2020 school year.
- B. Substitutes for Art, Music and PE Teachers
Substitutes, if available, shall be employed as replacements for elementary art, music, and PE Teachers who are temporarily absent. If after reasonable effort is made to secure a substitute, the classroom teacher will be compensated for loss of prep time per schedule in 7.12B.
- C. In the event an Elementary Teacher loses their Specials (art, music, and physical education) due to conflicting activities, every effort will be made to reschedule that time for the missed instruction.

7.7 Registration

Students shall be registered prior to the opening workshop by persons other than Teachers, unless they willingly volunteer their services.

7.8 Notification of Assignments

The superintendent shall notify each Teacher, in writing, of his or her assignment by August 1. Exceptions to this will be when necessary information is not available, or in case of emergencies, such as the following: unexpected enrollment, death, incapacity, resignation, or retirement of a certified Teacher.

7.9 Secretaries

The Board shall employ at least one (1) secretary in each elementary school for a period of (5.75) hours each school day.

7.10 Student Discipline

The parties agree that the Teacher has the primary responsibility for the maintenance of discipline in the classroom. The Board, however, recognizes the administration's responsibility to support and assist the Teacher in the maintenance of control and discipline in the classroom. In the event of any disruptive situation, the Teacher shall apply the guidelines established by the most recently adopted Student Discipline Code of the Taylorville Community Unit School District #3 or other applicable documents, such as a student's IEP or special instructions from the administration. This Student Discipline Code is not incorporated into this agreement.

7.11 Summer Jobs

Summer school teaching positions shall be assigned by the Board first to District #3 Teachers before being offered to non-district personnel, provided the application is made by April 1 of the school year. Positions will be considered based on teacher licensure and endorsement. Teachers may withdraw from teaching the summer school program no later than May 1.

7.12 Substitutes/Teachers Substituting for Other Teachers

- A. Substitutes
The administration shall make reasonable efforts to employ a substitute for any Teacher absent for a half day or more.
- B. Teachers Substituting for Other Teachers
If a Teacher is absent and a substitute cannot be hired, the Board shall pay \$40.00 per period to the Teacher/and or Teachers that supervise the absent Teacher's classes during his or her preparation period.
- C. Teachers who lose their prep period due to requested IEP meetings will receive the stipulated pay per 7.12B. In co-taught classes, reasonable effort, when possible after filling other positions, will be made to find substitute teachers to cover either teaching position.

7.13 Telephone Lines

Each elementary building shall have two telephone lines in the principal's office. An extension line shall be provided for Teacher use. The location of the extension shall be determined by the superintendent, building principal, and TEA building representative.

7.14 "Ad Hoc" Committee

Upon mutual agreement, an "ad hoc" committee of Association members, Board members, and the Superintendent may be established to work cooperatively to review and discuss relevant issues.

7.15 Drug and Alcohol-Free Workplace

It is the policy of Taylorville Community Unit School District #3 that all District workplaces shall be free from drugs and alcohol. All Teachers shall be prohibited from:

- 1. The unlawful manufacture, distribution, dispensing, possession, use, or being under the influence of a controlled substance while on District premises or while performing work for the District.
- 2. The distribution, consumption, possession of, or being under the influence of alcohol while on District premises or while performing work for the District.

For purposes of this policy, a controlled substance is a drug or which is:

- 1. Not legally obtainable;
- 2. Being used in a manner different than prescribed; or
- 3. Legally obtainable, but has not been legally obtained by the Teacher.

As a condition of employment, each Teacher shall:

- 1. Agree to abide by the terms of the District policy respecting a drug and alcohol-free workplace; and
- 2. Agree to notify his or her supervisor of his or her conviction of any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five (5) days after such a conviction.

In order to make Teachers aware of dangers of drug and alcohol abuse, the District will:

- 1. Provide each Teacher with a copy of the District Drug and Alcohol Policy;

2. Make available materials from local, state, and national anti-drug and alcohol abuse organizations;
3. Enlist the aid of community and state agencies with drug and alcohol informational and rehabilitation programs to provide information to District Teachers.

District Action Upon Violation of Policy

A Teacher who violates the terms of this policy may be subject to disciplinary action, up to and including termination.

The Board shall take disciplinary action with respect to a Teacher's conviction of a drug offense in the workplace within thirty (30) days after receiving notice of the conviction.

Should the District be a current participant in a federal education program in which the District is the prime grantee and a direct receiver of federal funds, the superintendent shall notify the appropriate federal agency from which the District receives grant monies of the Teacher's conviction within ten (10) days after receiving notice of the conviction.

The District may require a Teacher who violates the terms of this policy to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program which has been approved by the Board and the Association.

7.16 Least Restrictive Environment and Student With Disabilities

The Association recognizes the obligation of the Board to educate students with disabilities in the least restrictive environment as required by State and Federal law. If either a parent or the school district proposes to place a student with disabilities in the classroom of a Teacher who is not certified for special education, then at least one (1) grade level Teacher shall be invited to participate in the multi-disciplinary staffing conference or IEP of such student. All other Teachers providing services to the child with disabilities shall receive a copy of that student's IEP summary upon the student's placement with that Teacher.

If a severely disabled child is placed in the classroom of a regular education Teacher, then the District shall apprise the Teacher of the student's IEP and provide special training or professional resources to the Teacher so as to assist the Teacher in dealing with the severely disabled student.

A severely disabled student is one whose disability requires regular and repeated alteration of the Teacher's planning and activities to a substantial degree over a lengthy period of time.

This provision does not authorize or permit the disclosure of any student records without parental consent, including disclosure of any student records or information contained therein to an arbitrator.

The parties agree that the ultimate placement of special education students is not within the control of the Board.

7.17 Special Education Teachers and Related Service Personnel IEP Days

Special Education Teachers and Related Service Personnel shall be given a minimum of two days per year to write IEPs if their current caseload is 20 or less. Special Education Teachers and Related Service Personnel shall be given a minimum of four days per year to write IEPs if their current caseload is more than 20. If a substitute is required, IEP days must be taken in full-day increments and may not be taken on Mondays or Fridays. Such days shall be reserved without student contact responsibilities and without loss of regular salary or other contractual advantage.

7.18 Protection of Staff

The Board shall indemnify and protect employees against civil rights damage claims and suits, constitutional rights damage claims and suits and death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board. An Employee shall promptly report to his or her building principal, or other person designated by the Superintendent, any alleged case of assault or battery on such Employee while performing his or her assigned duties and should submit an incident report to be provided to the appropriate administration and district staff for documentation and reporting. When required by law, the Employer shall report incidents to local law enforcement authorities after the occurrence of an attack requiring report to the Illinois Uniform Crime Reporting Program no later than three (3) days after the report.

A teacher is entitled to a re-entry meeting with administration if there is a threat of violence or battery.

ARTICLE VIII TEACHER EVALUATION

8.1 Teacher Evaluation

Teacher Evaluation will follow the procedures enumerated in the "Taylorville Community Unit School District #3 Plan for Teacher Evaluation" developed by the Teacher Evaluation Committee. Remediation and remediation plans are not part of the evaluation plans. No substantive part of the evaluation plan will be subject to the terms of this contract.

ARTICLE IX TEACHER COMPENSATION AND FRINGE BENEFITS

9.1 Salary Schedule

The salary schedules for 2023-2024, 2024-2025, 2025-2026 and 2026-2027 are set forth in Appendix A, which is attached.

All staff not in or entering 9.8 Notice of Intent to Retire and Additional Compensation during the term of this agreement that do not move on the salary schedule with years experience (past year 31) will receive an additional stipend on \$700 per year. No employee in the retirement pipeline set forth in 9.8 shall receive said stipend.

This stipend shall not set or establish *status quo* or past practice, which is explicitly and intentionally waived as the parties intent pursuant to *Vienna v. IELRB*.

The stipend shall be paid as a one-time lump sum payment in a May-issued paycheck for the year prior.

9.2 Payments

Each Teacher shall be paid on the basis of twenty-six (26) payments. Teachers shall be required to execute district forms complying with Section 409A of the Internal Revenue Code and its regulations. Teachers who fail to do so may become liable for substantial additional income taxes. Each Teacher, as a condition of their employment, shall enroll in the District's electronic direct deposit program.

9.3 Pay Days

Paydays shall occur on or before every other Friday. Each new employee will receive a notification of the date of his or her first paycheck with initial employment paperwork provided by the District.

9.4 Supplemental Pay Schedule

The supplemental pay schedule shall be set forth in Appendix B, which is attached. These assignments may be made only after discussion with the Teacher.

9.5 Illinois Teachers Retirement System

- A. The Board agrees to pay, on behalf of the teacher, no more than the gross total sum of 9.8901% (which represents the rate of 9.0% of the teacher's base salary plus the amount of pensionable contributions owed upon that payment) of the employee's base salary as employer paid Illinois Teachers Retirement System-required employee contribution. The Association and the Board agree that the Teacher affected shall pay and become responsible for any employee-owed amounts owed in excess of 9% of his or her gross earnings to the Illinois Teachers Retirement System. In no event will the Board be required to pay more than 9% of the Teachers' gross creditable earnings to TRS or the actual employee contribution owed to TRS, whichever is less.
- B. The Board agrees to pay the required Board contribution for the Teachers' Health Insurance Security fund of the Illinois Teachers Retirement System. The Board further agrees to deduct from the Teacher's salary the required Teacher contribution for the Teachers' Health Insurance Security fund.
- C. To the extent that the Illinois Teachers' Retirement System and the Internal Revenue Service consider the above contributions as non-taxable, these contributions shall be excludable as income for Federal Income Tax purposes.

9.6 Payroll Deductions

Payroll deductions shall be made for (1) payment of premium for the hospitalization insurance program recognized by the district, (2) payments to Taylorville School Employees' Credit Union, (3) tax-sheltered annuity programs, and (4) payment of premium for the Intensive Care and Cancer Care Coverage. The district will make payments by direct deposit to Taylorville School Employees Credit Union on the first and fifteenth day of each month.

9.7 Medical Insurance

The Board may change insurance carriers at any time it chooses, with the following provisions:

- A. If a higher premium is incurred prior to the expiration of the contract, the Board will be liable for that amount.
- B. Any carrier that the Board should choose must be willing to cover any pre-existing conditions.
- C. No Debt incurred due to any carrier chosen by the Board shall at any time be passed on to the Teacher.
- D. For Teachers, the insurance premiums paid are as follows:
 - 1. Single - \$75.00 per month
 - 2. Dependent and spouse coverage at Teacher expense
- E. An insurance Committee shall meet to review insurance benefits and costs prior to the District's selection. The Committee shall make recommendations to the District with respect to the insurance package available for family, spouse, and children coverages.

The Committee will be comprised of the Superintendent and/or a designee from the Board and one (1) TEA member.

9.8 Notice of Intent to Retire and Additional Compensation

A. Retirement Bonus

The board shall pay a retirement bonus to Teachers who are eligible for and elect to become annuitants under the Teachers Retirement System (TRS).

- 1. The retirement bonus shall be payable based upon years of service to Taylorville Community Unit School District, except that years of service to a prior school district of tenured Teachers whose employment was or becomes transferred to Taylorville Community Unit School District by operation of law due to consolidation or combination of school districts shall also be deemed service of Taylorville Community Unit School District. These years of local service will include those Teachers transferred from Mid-State Special Education involved in the Transfer Agreement of 2019. The relevant percentage, based upon years of service shall be multiplied by a base figure to achieve the retirement bonus sum due the Teachers.

Years of Local Service	Bonus Percentage	Base \$25,000	Retirement Bonus
15 and below	18%		\$4,500
16-20	21%		\$5,250
21-25	25%		\$6,250
26 and over	28%		\$7,000

2. The retirement bonus will be paid to the Teacher in the ordinary course of payroll for a period no greater than the Teacher's final four full years of service to Taylorville Community Unit School District.
3. The portion of the retirement bonus which shall be deemed salary for services rendered shall be only that portion of the retirement bonus which would not cause the Teacher's total TRS creditable earnings for a year to increase by more than X% over the total TRS creditable earnings over a prior year.
4. Any portion of the retirement bonus not paid as salary shall be paid only after the Teacher's final regular paycheck, and shall be deemed consideration not for services rendered as a certificated Teacher but consideration for the termination by the Teacher of the Teacher's employment, and also of termination by the Teacher of any right of that Teacher to employment in Taylorville Community Unit School District, including the right to contractual continued service (tenure).

B. Notice by Teacher

A Teacher may give the board notice of intent to retire up to four years prior to his/her actual retirement school year. The Teacher's notice shall be delivered to the superintendent in writing, be addressed to the Board, shall be irrevocable, except as the Board permits in writing, and shall be delivered to the Superintendent no later than March 1 of the:

fourth school year of work before retirement,
third school year of work before retirement,
second school year of work before retirement or
final school year of work,

1. The Teacher will retire at the time stated in the Teacher's notice.
2. No notice of retirement may be given by the Teacher more than four years and three months prior to the Teacher's date of retirement.

Upon receipt of the notice, and verification of the Teacher's eligibility to retire at the time stated into TRS at the date contained in the notice, and irrespective of what the salary schedule or any other provision of this contract states, and further subject to the limitations of paragraphs D and E, the Board will pay the sum shown in the column "Retirement Bonus" from the table in paragraph A 1. of this section

1. ONE YEAR NOTICE.

If the Teacher provides one year's notice, the Teacher's salary shall be adjusted so that the Teacher shall receive in the current school year an increase in total TRS creditable earnings up to the sum shown in the column "Retirement Bonus" from table in paragraph A 1 of this agreement, or X% increase in the Teacher's total TRS creditable earnings for the year compared to the prior year, whichever is less. In addition, the Teacher shall receive the additional compensation as specified in paragraph A-4.

2. TWO YEAR NOTICE.

If the Teacher provides two years' notice, the Teacher's salary shall be adjusted so that the Teacher shall receive in the current school year and the next remaining year of employment an increase in total TRS creditable earnings up to the total sum shown in the column "Retirement Bonus" from the table in paragraph A 1 of this agreement, or X% increase in the Teacher's total TRS creditable earnings for each of the two years, compared to the prior year, whichever is less. In addition, the Teacher shall receive the additional compensation as specified in paragraph A-4 if necessary for the Teacher to receive a total sum equal to the retirement bonus.

3. THREE YEAR NOTICE

If the Teacher provides three years' notice, the Teacher's salary shall be adjusted so that the Teacher shall receive in the current school year and each of the other two remaining years of employment an increase in total TRS creditable earnings up to the total sum shown in the column "Retirement Bonus" from table in paragraph A 1 of this agreement, or X% increase in the Teacher's total TRS creditable earnings for each of the three years, compared to the prior year, whichever is less. In addition, the Teacher shall receive the additional compensation specified in paragraph A-4 if necessary for the Teacher to receive a total sum equal to the retirement bonus.

4. FOUR YEAR NOTICE

If the Teacher provides four years' notice, the Teacher's salary shall be adjusted so that the Teacher shall receive in the current school year and each of the other three remaining years of employment an increase in total TRS creditable earnings up to the total sum shown in the column "Retirement Bonus" from table in paragraph A 1 of this agreement, or X% increase in the Teacher's total TRS creditable earnings for each of the four years, compared to the prior year, whichever is less. In addition, the Teacher shall receive the additional compensation specified in paragraph A-4 if necessary for the Teacher to receive a total sum equal to the retirement bonus.

C. Definitions

"Total creditable earnings" means all compensation received by the Teacher from the Board, which is recognized by TRS as "creditable earnings" such as salary, extra-curricular payments, longevity pay, and board-paid TRS.

"X%" means current maximum percent allowed by law, except if applicable law is changed to another percentage so that the Board is not required to pay a penalty to TRS in respect an increase in creditable earnings from one year to the next in an amount other than X%, then the other percentage an amount will apply.

The percentage of X% represents the current maximum percent allowed by law and is subject to increase or decrease based on current law.

D. No Payment in Excess of X% Cap

Should the additional payment provided for in paragraph A-4 be determined by TRS to be includible in creditable earnings for any year, such that a Board paid TRS contribution is or would become due thereon, then paragraph A-4 shall be void and treated as if never in effect. The parties shall then convene at their first convenience, and negotiate a successor provision. During any such negotiations, the status quo shall be that no payment described in this paragraph A-4 is due or payable to any Teacher.

E. Like Pay for Like Work

This text, including the example is drafted assuming that all Teachers are employed full-time, and that their percentage of employment and work duties will remain the same during the periods following notice of intent to retire. If a Teacher's percentage of work decreases, salary will be decreased commensurate with the reduced work percentage.

EXAMPLE:

Teacher HJ suffers a serious automobile accident, and as a result does not have stamina to work the entire day. She requests and is granted by the Board an accommodation to work 2/3 time. She elects not to use any accrued sick leave in order to preserve it for TRS service credit. Her salaries,

including any raise herein specified, is reduced proportionately to 66.66% of what it would have been if HJ had continued to work full time.

F. Absolute cap of X% Increase

Nothing in this section or any other provision in this collective bargaining agreement requires the superintendent or Board to assign any Teacher to duties such that his or her creditable earnings for any year will increase by more than X% as compared to any prior year, if that Teacher will be eligible to retire that year, or if that increased compensation in excess of X% may be utilized by TRS in calculating that Teacher's final compensation for TRS annuity purposes.

G. Good Faith

This provision is intended to replace a benefit which would have caused the Board to pay substantial penalties to TRS. For this replacement benefit to function as intended, the work performed by the Teacher and the compensation therefore shall not be altered except as agreed by the Board and Association. After a notice of intent to retire has been given, if a Teacher fails or refuses to perform work upon which a prior year's creditable earnings total was based, then that Teacher's subsequent year's creditable earnings shall be calculated as if the Teacher had not performed the same work in the prior year. Similarly, the Board shall not remove work from a Teacher necessary to achieve the intended levels of compensation absent good cause.

H. Pipeline

So called "pipeline" eligible Teachers shall receive the benefit provided for under the provision of the former Section 9.8 in effect during the 2004-2005 school year. However, should any compensation payable under the former section 9.8 be determined by TRS to be includible in creditable earnings for any year, such that it causes any Teacher's compensation to exceed X% for any year used by TRS in calculating the Teacher's TRS annuity, then this paragraph H shall be void and be deemed never to have been in effect. The parties shall then convene at their first convenience, and negotiate a successor provision. During any such negotiations, the status quo shall be that no payment described in former section 9.8 shall be due.

I. Exemptions

Should applicable law change so as to exempt certain persons, positions or situations from the X% "cap" above which the Board must pay a penalty to TRS, then the limitations of this section 9.8 shall not apply to the extent such change in law applies, to such persons positions or situations.

J. Rescinding Notice of Intent to Retire

If a Teacher or Teacher's spouse suffers a catastrophic injury or illness after giving notice of intent to renew the Teacher may rescind the letter of resignation. The additional sums received by the Teacher as a result of this section 9.8 shall be repaid by the Teacher. The Teacher and superintendent shall reach a schedule for repayment by payroll deduction as a condition of the Teacher's right to rescind. The Teacher may apply to the Board to rescind a letter of resignation under this section 9.8 for other reasons, which the Board may grant in its discretion.

9.9 Individualized Retirement Agreements

Either the Board or the Association may approach each other to explore retirement incentive possibilities for specific individuals. Discussions regarding the individual situations shall then occur between Board and the Association to explore the possibility of a mutually acceptable package, but the Board shall not implement any such agreement unless the Association consents in writing. Such plans may (but are not required to) include such features as limited future employment of the Teacher or employment in another certificated capacity, such as co-teacher, consultant, etc. Rates of compensation for such further employment may differ from that specified in this collective bargaining agreement if the Association has agreed. Teachers are

cautioned to fully inform themselves of limits on post-retirement hours/days of certified employment allowed under the Pension Code, as these limitations change from time to time.

9.10 Advancement on Salary Schedule

- A. The Board shall allow adjustment in contract for advanced degree or additional hours if completed by the first day of school of the contract year, upon presentation of proof of credits for advancement. An official transcript shall be received by the District Office by October 1st for all courses completed in the summer term. An unofficial transcript shall be received by the District Office by the first day of student attendance for the relevant school year.
- B. Beginning with the 1972-73 school year, salary schedule credit shall be allowed for additional hours earned beyond a master's degree only if those hours are in the teaching field (current teaching assignment) or a related area of the Teacher. Approval for enrolling in courses in this category for salary schedule credit must be secured from the superintendent prior to enrollment.

9.11 Changes in Tax-Sheltered Annuities

Applications to initiate or change tax-sheltered annuity programs (403(b) programs) with any company may be submitted to the unit office during the following dates:

April 15th - May 15th
August 15th - September 30th
December 15th - January 15th

The Board shall make rules and procedures for 403(b) arrangements.

9.12 Curriculum/Program Area Committees

The changing Curriculum/Program needs of the district required by measures enacted by the state legislature as a part of the Every Student Succeeds Act (ESSA) necessitate that in-district committees be established to implement some of these requirements. Because some grant monies have been made available to the district for use in the development and implementation of these measures, the Board and Administration deem it to be advisable to use these funds for the purpose of providing remuneration to those individuals who serve on the committees charged with the responsibility of implementing these programs. Therefore, the following remuneration guidelines will apply during the term of this agreement:

- 1. Committees will be established by the administration to work with the problem areas of Learner Objectives and Staff Evaluation.
- 2. Teachers of the Student Discipline Committee, which was established prior to the implementation of this policy, shall be afforded the same benefits as Teachers of the Learner Objectives and Staff Evaluation committees.
- 3. Committee meetings will be scheduled as needed by the chairperson(s) of the committee and the central office administration.
- 4. Committee members shall receive remuneration at a rate of \$20.00 per hour for time spent on all committee work convened by the Administration for time spent beyond 3:30 P.M., or prior to 8:00 A.M. Fractional hours of time shall be prorated accordingly. Committees covered by this section include Technology, Discipline, Report Card, Textbook, Teacher Evaluation, Weighted Grades, Response to Intervention (RtI), and Curriculum Map Alignment. Therefore, the following remuneration guidelines will apply during the term of this agreement. In the event additional committees need to be established to meet requirements of the Educational Reform Act, they and the provisions of this policy will be considered by the Board on an individual basis.

5. PERA Committee Members – shall receive release time during the student day for meetings.
6. The District Leadership Team (DLT) will consist of a proportional representation from each building and will include individuals from a variety of curricular areas. All DLT agendas will be given prior and notes after a DLT meeting to TEA co-presidents so that contract issues can be addressed ahead of time.

9.13 Reimbursement of Tuition Costs

The Board agrees to reimburse Teachers for tuition costs associated with continuing education. The following conditions must be met:

1. Eligibility shall be limited to those Teachers who provide evidence of enrollment in one of the following: 1) coursework in an approved master's degree program; 2) coursework above a master's degree in a related teaching discipline; or 3) courses for recertification. Master's degree programs not related to teaching disciplines shall not be eligible for tuition reimbursement; and
2. Eligibility shall be limited to those Teachers who provide evidence of enrollment in a master's degree program reasonably related to a teaching discipline or evidence of an approved professional development plan which will benefit the students of Taylorville Community Unit School District #3. Master's degree programs not related to teaching disciplines and disapproved professional development plans shall not be eligible for tuition reimbursement; and
3. Courses must be earned from a recognized college or university; and
4. No more than sixteen semester hours per year, per Teacher, will be reimbursed. Exceptions can be made based on Superintendent approval; and
5. Up to \$350.00 per semester hour, not to exceed the established tuition cost in a college or university program, will be reimbursed for courses taken during a fiscal year; and
6. Approval for enrolling in courses for tuition reimbursement must be secured from the Superintendent prior to enrollment.
7. Teachers who have a provisional license or a Career and Technical Educator (CTE) license may be reimbursed for tuition costs up to the provisions set forth above in paragraphs 4 and 5, provided the course is part of a prescribed program and designed to meet the requirements of the Professional Educator License (PEL). Written pre-approval for enrollment in courses must first be secured from the Superintendent.

9.14 Faculty Athletic Passes

The Board will provide athletic passes for all Teachers.

9.15 W-2

Teachers will access their W-2 using the employee website.

9.16 Years of Service for New Hires

New employees covered by this Agreement will be awarded service credit for up to 10 years of experience teaching in a licensed position in a public school within the State of Illinois for placement on the salary schedule. High needs curricular and teaching areas, as determined at the discretion of administration, shall be exempt from the 10 year cap on experience credit.

ARTICLE X LEAVES

10.1 Sick Leave

Each Teacher shall be entitled to fourteen (14) sick leave days per school term without loss of pay, which shall be used before any previously accumulated days shall be used. Absences longer than three (3) school days shall require substantiation as set forth in 24-6 of the Illinois School Code upon return. Sick leave may also be used for bereavement days for those defined as immediate family pursuant to the definition set forth in 24-6 of the Illinois School Code. Sick leave shall accumulate to three hundred forty (340) days. Two (2) days of sick leave shall be granted for death of other persons who are not defined as immediate family.

10.2 School Visitation

Full pay shall be allowed for school visitation of one (1) day each year if approved by the superintendent.

10.3 Personal/Emergency Leave

Teachers shall be entitled to three (3) paid personal/emergency leave days per year subject to the following:

- A. Written request shall be submitted to the superintendent as soon as possible, but except in emergency, not less than three (3) school days before the start of the leave.
- B. No reasons need be given, except in case of emergency (less than three school-days' notice), in which case the Teacher shall specify the general nature of the emergency.
- C. Personal days will not be granted at the beginning or end of the school year or a school holiday.
- D. Unused personal/emergency leave shall roll over as additional personal days not to exceed 5 personal days in one school year. Any remaining days will accumulate as sick leave;
- E. The restrictions of this provision may be waived by the superintendent or his designee.

10.4 Leave of Absence

A leave of absence up to one (1) school year may be granted by the Board, without pay, for maternity, childrearing, health, or educational purposes. Any extenuating circumstances may be considered by the Board on an individual basis. Every reasonable effort shall be made to reinstate any Teacher who returns from such a leave to his or her former position, or its equivalent. Seniority of tenured Teachers in the district shall not be increased or decreased by such leave. Such leave will constitute a break in service of non-tenured Teachers.

10.5 Association Leave

- A. 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 reimburses the District for the cost of substitute(s) for any aggregate number of days exceeding two (2) in any school term used for such purposes and, further providing, the frequency of excused leave does not impair the quality of classroom instruction and that a written request for leave has been submitted to and approved by the superintendent. The aggregate number of leave days which may be used for this purpose shall not exceed ten (10) in any school year, with no more than four days being used by any one individual.
- B. In the event that an Association Teacher is elected or appointed to a regional or state office of IEA-NEA, that Teacher shall be excused from his or her teaching duties without loss of salary for a total of two (2) days provided that written request for the leave has been submitted to the superintendent at least 10 school days prior to the day of the planned absence. The cost of the substitute(s) salary shall be reimbursed to the district by the Association. No more than two (2) members shall be

granted these days during any school year. These days shall be exclusive of the ten (10) days granted to the Association in 10.5A.

10.6 Privacy Day

Any previously accrued Privacy Days by the conclusion of the 2018-2019 school year will be grandfathered. No new Privacy Days will be awarded after the conclusion of the 2018-2019 school year.

10.7 Notification of Accumulated Leave Days

Personal/emergency leave days and accumulated privacy and sick leave days will be posted on the website on or before August 15 of each year.

10.8 Transfer of Leave Days

In the case of a Teacher using all of his/her sick days due to a catastrophic illness/injury of thirty (30) or more school days, another Teacher may voluntarily donate up to two (2) of his/her personal/emergency days or sick leave days to that Teacher. Such transfer will be made in writing, will be dated, and will be signed by all Teachers involved, the Association president, and the superintendent or his/her designee. No Teacher can receive more than twenty (20) donated days per year. The recipient cannot be eligible for any other paid leave or disability benefits.

ARTICLE XI GRIEVANCE PROCEDURE

11.1 Definition

A grievance is any claim by the Association or Teacher that there has been a violation, misinterpretation, or misapplication of this Agreement.

- A. A grievance must be filed within twenty (20) 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. 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 term, then time limits shall consist of all work days, Monday-Friday.

11.2 Procedures

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

- A. **First Level**
Any Teacher who has a grievance shall discuss it first with the principal or immediately-involved supervisor.
- B. **Second Level**
The grievant shall present the grievance in writing to the principal or immediately-involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the grievant, and the principal or immediately-involved supervisor shall be present for the meeting. Within three (3) school days of the meeting, the grievant and the Association shall be provided with the principal's or supervisor's written response, including the reasons for the decision.
- C. **Third Level**
If the grievance is not resolved at Level 2, the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Level 2 answer. The Superintendent shall arrange with the Association representative for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
- D. **Fourth Level**
If the Association is not satisfied with the disposition of the grievance at Level 3, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the superintendent within thirty (30) days of the date of the Level 3 answer, then the grievance shall be deemed withdrawn. If, within fifteen (15) days of the filing of the demand with the superintendent, the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

11.3 Provisions

- A. **No Reprisals Clause**
No reprisals shall be taken by the Board against any Teacher because of the Teacher's participation or refusal to participate in a grievance.
- B. **Representation**

The grievant shall have the right to select a representative of the Association and/or representative of the IEA or NEA to appear at any level of the grievance procedure.

- C. **Bypass**
By mutual agreement, any step of the grievance procedure may be bypassed.
- D. **Class Grievance**
Class grievance involving one or more Teachers, or one or more principals or supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Level 3.
- E. **Released Time**
Should the hearing or processing of any grievance require that an 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.
- F. **Filing of Materials**
All records related to a grievance shall be filed separately from the personnel files of the Teachers.
- G. **Grievance Withdrawal**
A grievance may be withdrawn at any level without establishing precedent.
- H. **No Written Response**
If no written decision has been rendered within the time limits indicated by a level, then the grievance shall proceed to the next level.
- I. **Expedited Arbitration**
By mutual agreement, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
- J. **Costs**
The fees and the expenses of the arbitrator shall be shared equally by the parties.
- K. **Court Reporter**
If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.
- L. **Postponement**
If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.
- M. **Settlement**
By mutual agreement, a grievance may be settled at any step without establishing precedent.
- N. **Time Bar**
Any grievance not processed within the time limitations set forth in this grievance procedure shall be a bar to any further processing of the grievance.
- O. **Jurisdiction**
The jurisdiction of the arbitrator shall be limited to the expressed written provisions of this agreement. The arbitrator shall have no power to add to, detract from, or otherwise modify the agreement of the parties.

**ARTICLE XII
ACCEPTANCE**

This Agreement is signed and adopted this ____ day of _____, 2023.

In witness thereof:

For the TAYLORVILLE
EDUCATION ASSOCIATION

For the BOARD OF EDUCATION,
TAYLORVILLE COMMUNITY UNIT
SCHOOL DISTRICT NO. 3

By: _____
Co-President

By: _____
President

By: _____
Co-President

By: _____
Head Negotiator

ATTEST: _____
Secretary

APPENDIX A
SALARY SCHEDULES
2023-2024
4% plus step

EXPERIENCE	B+0	B+8	B+16	M+0	M+16	M+32
0	45,779	46,243	46,724	47,628	48,580	49,538
1	46,574	47,054	47,519	48,582	49,538	50,494
2	47,379	47,848	48,325	49,538	50,494	51,449
3	48,176	48,657	49,119	50,494	51,450	52,406
4	48,984	49,455	49,930	51,450	52,407	53,359
5	49,781	50,261	50,726	52,407	53,359	54,314
6	50,590	51,056	51,533	53,359	54,314	55,270
7	51,387	51,866	52,333	54,314	55,270	56,229
8	52,194	52,662	53,137	55,270	56,231	57,183
9	52,993	53,466	53,935	56,231	57,183	58,142
10	53,800	54,274	54,739	57,185	58,142	59,092
11	54,605	55,073	55,551	58,143	59,092	60,048
12	55,402	55,877	56,348	59,092	60,050	61,006
13	56,210	56,678	57,153	60,050	61,007	61,961
14	57,006	57,482	57,955	61,007	61,961	62,917
15	57,813	58,278	58,759	61,962	62,917	63,871
16	58,611	59,090	59,554	62,896	63,871	64,826
17	59,416	59,888	60,361	63,871	64,827	65,783
18	60,545	61,023	61,496	65,148	66,124	67,099
19	61,755	62,243	62,727	66,451	67,446	68,441
20	62,991	63,488	63,981	67,780	68,795	69,810
21	64,250	64,758	65,261	69,135	70,171	71,206
22	65,536	66,054	66,566	70,518	71,575	72,630
23	66,846	67,374	67,897	71,928	73,006	74,082
24	68,182	68,722	69,256	73,367	74,466	75,564
25	69,481	69,952	70,426	74,827	75,784	76,734
26	70,425	70,897	71,371	75,782	76,738	77,691
27	71,371	71,842	72,311	76,737	77,694	78,648
28	72,311	72,790	73,258	77,693	78,651	79,598
29	73,257	73,731	74,203	78,650	79,603	80,562
30	74,203	74,673	75,147	79,601	80,566	81,514
31	75,146	75,617	76,093	80,564	81,517	82,470

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2024-2025
4% plus step

EXPERIENCE	B+0	B+8	B+16	M+0	M+16	M+32
0	47,610	48,092	48,593	49,533	50,524	51,520
1	48,437	48,936	49,419	50,525	51,520	52,514
2	49,274	49,762	50,258	51,520	52,514	53,507
3	50,103	50,604	51,084	52,514	53,508	54,502
4	50,943	51,433	51,928	53,508	54,503	55,494
5	51,772	52,272	52,755	54,503	55,494	56,487
6	52,613	53,098	53,594	55,494	56,487	57,481
7	53,443	53,940	54,426	56,487	57,481	58,478
8	54,282	54,769	55,262	57,481	58,480	59,471
9	55,113	55,605	56,093	58,480	59,471	60,468
10	55,952	56,445	56,929	59,473	60,468	61,455
11	56,789	57,276	57,773	60,469	61,455	62,449
12	57,618	58,112	58,602	61,455	62,452	63,447
13	58,458	58,945	59,439	62,452	63,448	64,440
14	59,286	59,781	60,273	63,448	64,440	65,434
15	60,125	60,610	61,109	64,441	65,434	66,425
16	60,956	61,453	61,936	65,412	66,425	67,419
17	61,793	62,284	62,775	66,425	67,420	68,414
18	62,966	63,464	63,956	67,754	68,769	69,783
19	64,225	64,733	65,236	69,109	70,144	71,179
20	65,510	66,027	66,540	70,491	71,547	72,602
21	66,820	67,348	67,871	71,900	72,978	74,054
22	68,157	68,696	69,229	73,339	74,438	75,536
23	69,520	70,069	70,613	74,806	75,926	77,046
24	70,910	71,471	72,026	76,301	77,445	78,587
25	72,261	72,751	73,243	77,820	78,815	79,804
26	73,242	73,733	74,226	78,813	79,808	80,799
27	74,226	74,716	75,204	79,807	80,802	81,794
28	75,204	75,701	76,188	80,801	81,797	82,782
29	76,187	76,680	77,171	81,796	82,787	83,784
30	77,171	77,660	78,153	82,785	83,788	84,775
31	78,152	78,642	79,136	83,786	84,778	85,769

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2025-2026
4% plus step

EXPERIENCE	B+0	B+8	B+16	M+0	M+16	M+32
0	49,514	50,016	50,537	51,514	52,545	53,581
1	50,375	50,893	51,396	52,546	53,581	54,614
2	51,245	51,753	52,268	53,581	54,614	55,647
3	52,107	52,628	53,127	54,614	55,648	56,682
4	52,981	53,491	54,005	55,648	56,683	57,713
5	53,843	54,362	54,865	56,683	57,713	58,746
6	54,718	55,222	55,738	57,713	58,746	59,780
7	55,581	56,098	56,603	58,746	59,780	60,817
8	56,454	56,960	57,473	59,780	60,819	61,850
9	57,317	57,829	58,337	60,819	61,850	62,887
10	58,190	58,703	59,206	61,852	62,887	63,914
11	59,061	59,567	60,083	62,888	63,914	64,947
12	59,923	60,437	60,946	63,914	64,950	65,985
13	60,797	61,303	61,817	64,950	65,986	67,017
14	61,657	62,172	62,684	65,986	67,017	68,051
15	62,530	63,034	63,554	67,018	68,051	69,082
16	63,394	63,911	64,413	68,028	69,082	70,116
17	64,265	64,775	65,286	69,082	70,117	71,151
18	65,485	66,003	66,514	70,464	71,520	72,574
19	66,794	67,322	67,845	71,873	72,950	74,026
20	68,131	68,668	69,202	73,311	74,409	75,506
21	69,493	70,042	70,586	74,776	75,897	77,016
22	70,883	71,443	71,998	76,273	77,415	78,557
23	72,301	72,872	73,438	77,798	78,963	80,127
24	73,746	74,330	74,907	79,354	80,543	81,730
25	75,151	75,661	76,172	80,933	81,968	82,996
26	76,171	76,682	77,195	81,965	83,000	84,031
27	77,195	77,704	78,212	82,999	84,034	85,066
28	78,212	78,729	79,235	84,033	85,069	86,094
29	79,234	79,747	80,258	85,068	86,098	87,135
30	80,258	80,766	81,279	86,096	87,140	88,166
31	81,278	81,788	82,302	87,138	88,169	89,199

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2026-2027
4% plus step

EXPERIENCE	B+0	B+8	B+16	M+0	M+16	M+32
0	51,495	52,017	52,558	53,575	54,646	55,724
1	52,390	52,929	53,452	54,648	55,724	56,799
2	53,295	53,823	54,359	55,724	56,799	57,873
3	54,191	54,733	55,252	56,799	57,874	58,949
4	55,100	55,630	56,165	57,874	58,950	60,022
5	55,996	56,537	57,060	58,950	60,022	61,096
6	56,907	57,431	57,968	60,022	61,096	62,171
7	57,804	58,342	58,867	61,096	62,171	63,250
8	58,712	59,238	59,772	62,171	63,252	64,324
9	59,610	60,142	60,670	63,252	64,324	65,402
10	60,518	61,051	61,574	64,326	65,402	66,470
11	61,423	61,950	62,487	65,403	66,470	67,545
12	62,320	62,854	63,384	66,470	67,548	68,624
13	63,229	63,755	64,290	67,548	68,625	69,698
14	64,123	64,659	65,192	68,625	69,698	70,773
15	65,031	65,555	66,096	69,699	70,773	71,846
16	65,930	66,468	66,990	70,750	71,846	72,921
17	66,835	67,366	67,897	71,846	72,922	73,997
18	68,104	68,643	69,175	73,282	74,381	75,477
19	69,466	70,015	70,559	74,748	75,868	76,987
20	70,856	71,415	71,970	76,243	77,385	78,527
21	72,273	72,844	73,410	77,768	78,933	80,097
22	73,719	74,301	74,878	79,323	80,512	81,699
23	75,193	75,787	76,375	80,910	82,122	83,333
24	76,696	77,303	77,903	82,528	83,764	85,000
25	78,157	78,687	79,219	84,170	85,246	86,316
26	79,218	79,749	80,283	85,244	86,320	87,392
27	80,283	80,813	81,340	86,319	87,395	88,468
28	81,340	81,878	82,405	87,394	88,472	89,537
29	82,404	82,937	83,468	88,471	89,542	90,621
30	83,468	83,997	84,530	89,540	90,625	91,692
31	84,529	85,059	85,594	90,623	91,696	92,767

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APPENDIX B INCREMENTS

For the current contract term, percentages are figured on a base unit of the following

2023-2024 Base pay according to Salary Schedule (B+0)
2024-2025 Base pay according to Salary Schedule (B+0)
2025-2026 Base pay according to Salary Schedule (B+0)
2026-2027 Base pay according to Salary Schedule (B+0)

	1	2	3	4	5
I. Athletics					
Director of P.E. & Athletics	18.0	19.0	20.0	21.0	22.0
Basketball:					
Varsity Coach (B-G)	18.0	19.0	20.0	21.0	22.0
Asst. Varsity Coach (B-G)	9.0	10.0	11.0	12.0	13.0
Tenth Grade Coach (B-G)	8.5	9.5	10.5	11.5	12.5
Ninth Grade Coach (B-G)	8.5	9.5	10.5	11.5	12.5
Eighth Grade Coach (B-G)	7.5	8.5	9.5	10.5	11.5
Seventh Grade Coach (B-G)	7.5	8.5	9.5	10.5	11.5
Sixth Grade Coach (B-G)	6.5	7.5	8.5	9.5	10.5
Football:					
Varsity Coach	18.0	19.0	20.0	21.0	22.0
Asst. Varsity Coach (3)	9.0	10.0	11.0	12.0	13.0
Sophomore Coach (2)	9.0	10.0	11.0	12.0	13.0
Ninth Grade Coach (2)	8.0	9.0	10.0	11.0	12.0
Track:					
Varsity Coach (B-G)	9.0	10.0	11.0	12.0	13.0
Asst. Varsity Coach (B-G)	6.5	7.5	8.5	9.5	10.5
Eighth Grade (B-G)	6.0	7.0	8.0	9.0	10.0
Seventh Grade (B-G)	6.0	7.0	8.0	9.0	10.0
Cross Country (B-G)	9.0	10.0	11.0	12.0	13.0
Volleyball:					
Varsity Coach	14.0	15.0	16.0	17.0	18.0
Asst. Varsity Coach	7.0	8.0	9.0	10.0	11.0
Ninth Grade Coach	7.0	8.0	9.0	10.0	11.0
Eighth Grade Coach	6.0	7.0	8.0	9.0	10.0
Seventh Grade Coach	6.0	7.0	8.0	9.0	10.0
Baseball:					
Varsity Coach	14.0	15.0	16.0	17.0	18.0
Asst. Varsity Coach	7.0	8.0	9.0	10.0	11.0
Ninth Grade Coach	7.0	8.0	9.0	10.0	11.0
Junior High Coach	6.0	7.0	8.0	9.0	10.0
Softball:					
Varsity Coach	14.0	15.0	16.0	17.0	18.0
Asst. Varsity Coach	7.0	8.0	9.0	10.0	11.0
Jr High Softball Coach	6.0	7.0	8.0	9.0	10

Wrestling:					
Varsity Coach	14.0	15.0	16.0	17.0	18.0
Asst. Varsity	7.0	8.0	9.0	10.0	11.0
Junior High Coach	6.0	7.0	8.0	9.0	10.0
Soccer					
Varsity Coach (B-G)	9.0	10.0	11.0	12.0	13.0
Asst. Varsity Coach (B-G)	6.5	7.5	8.5	9.5	10.5
OTHER SPORTS					
Golf (B-G)	5.0	6.0	7.0	8.0	9.0
Tennis (B-G)	5.0	6.0	7.0	8.0	9.0
Bowling (B-G)	7.0	8.0	9.0	10.0	11.0
SPIRIT SQUADS					
Cheerleaders - Varsity Coach	9.0	10.0	11.0	12.0	13.0
Cheerleaders - Asst. Vars. Coach	7.0	8.0	9.0	10.0	11.0
Cheerleaders - Jr. High Coach	6.5	7.0	7.5	8.0	8.5
Senior High Pom Pon Squad	7.5	8.0	8.5	9.0	9.5
TICKET MANAGERS					
Ticket Manager - High School	7.0	8.0	9.0	10.0	11.0
Ticket Manager - Junior High	4.0	4.5	5.0	5.5	6.0
Weight Room Supervisor Summer	\$17.50 per hour				
Game Workers	\$45.00 per event				
II. OTHER EXTRACURRICULAR					
MUSIC					
Director of Music	18.0	19.0	20.0	21.0	22.0
Jr. High/Sr. High Choir (2)	9.0	9.5	10.0	10.5	11.0
Jr. High/Sr. High Marching Band	6.0	6.5	7.0	7.5	8.0
Director of Madrigals	6.5	7.0	7.5	8.0	8.5
Jr. High Jazz Band	6.5	7.0	7.5	8.0	8.5
Director of H.S. Musical (2)	6.0	6.5	7.0	7.5	8.0
Jr. High Drama Club	3.5	4.0	4.5	5.0	5.5
Music Festival Supervision	\$45.00 per Evening (Teachers not receiving Music Increment)				
SCHOLASTIC BOWL					
Varsity Coach	5.0	6.0	7.0	8.0	9.0
Junior Varsity Coach	4.0	5.0	6.0	7.0	8.0
Junior High Coach (2)	4.0	5.0	6.0	7.0	8.0
STUDENT COUNCIL					
Sr. High Student Council (2)	7.0	8.0	9.0	10.0	11.0
Jr. High Student Council	2.5	3.0	3.5	4.0	4.5
Sr. High Key Club (1)	7.0	8.0	9.0	10.0	11.0
FFA (3) (For evening activities.)	5.0	5.5	6.0	6.5	7.0
High School Yearbook	8.0	8.5	9.0	9.5	10.0
Jr. High Literary Contest Advisor (3)	2.5	3.0	3.5	4.0	4.5
Jr. High Yearbook	3.5	4.0	4.5	5.0	5.5
Tommy Photo	7.0	8.0	9.0	10.0	11.0

Driving to and from Athletics and Extracurricular events \$50 per event.

National Honor Society (2) \$500 Stipend for Sponsors

Prom (3) \$500 Stipend for Sponsors

III. Academic/Miscellaneous

A. CHAIRPERSONS

Department Chairperson	3.0	3.5	4.0	4.5	5.0
Grade Level Chairperson	3.0	3.5	4.0	4.5	5.0
(Chairperson will receive credit for previous years)					

B. Vocational Education

A 5% increment shall be paid on that portion of a salary which is for instruction in the areas of Agriculture, Automotive Mechanics, Building Trades, Cooperative Education Coordinator, Office Occupations Coordinator and Business School Store Supervisor. Compensation in these areas shall be as follows:

1. Agriculture teachers hired after the 1989-90 school year – 5% above schedule, plus 25 days summer work
2. Automotive Mechanics - 5% above schedule, plus 5 days summer work.
3. Building Trades - 5% above schedule, plus 10 days summer work.
4. Cooperative Education Coordinator - 5% above schedule, plus 5 days summer work.
5. Greenhouse Maintenance – 5% above schedule.
6. Business School Store Supervisor – 5% above schedule.

C. Other Stipended Positions

1. Dean of Students - Senior High School - 2 additional weeks of summer work and 10% above schedule for loss of planning period
2. Certified Guidance Counselors – Senior High School – Both counselors will receive 15 days of summer work and 10% above schedule for loss of planning period (those hired before 2022-2023 school year) *any hired after 2022-2023 school year will receive a 5% above schedule.
3. Certified Guidance Counselors – Junior High School – counselor will receive 10 days of summer work and 10% above schedule for loss of planning period (those hired before 2022-2023 school year) *any hired after 2022-2023 school year will receive a 5% above schedule.
4. Journalism/Yearbook Sponsor – Senior High – 10 days of summer work.
5. THS Special education Advisor/Manager – 10% above schedule.
6. Head Nurse - 10% above schedule
7. School Psychologist - 15 days of summer work, 10% above schedule
8. Speech and Language Pathologists, School Nurses, and other Related Service Providers - 5% above schedule
9. Full-Time Instructional Coaches - 10 days of summer work
10. Social Worker - 10% above schedule for loss of planning period
11. An extra assignment – 10% above schedule with a teaching load carrying extra assigned responsibilities.
12. Tommy TV Director - 10% above schedule

D. Stipend

1. Mentoring – A stipend of \$500 Shall be paid to Teachers mentoring newly hired Teacher.
2. A \$30 stipend for coaching the Elementary Scholastic Bowl Tournament shall be paid to two (2) Teachers per Elementary School.
3. A \$30 stipend for coaching the Elementary Volleyball Tournament shall be paid to one (1) Teacher per Elementary School.
4. Teachers achieving National Board for Professional teaching Standards Certification shall receive \$1,000 per year as a supplemental stipend. This annual compensation shall be granted

for each of the ten (10) years for which certification is valid, beginning with the year the certification is achieved.

E. Hourly or Per Activity Pay

1. Driver Education (Behind the Wheel) - \$30.00 per hour.
2. Detention Hall - \$23 per session
3. Credit Recovery Computer Course - \$23 per session (limit four (4) times per week)
4. Summer School – Traditional - \$25 per hour
APEX - \$23 per hour
5. Saturday Detention - \$92 for four (4) hours
6. Homebound Teachers - \$28 per hour (limit 7.5 hours per week)
7. Fan Bus Duty - Compensation for a chaperone on each student fan bus shall be paid by the Board of Education at a rate of \$50 for each trip. Compensation shall be paid only in those instances when students are charged a fee for riding the bus. The right and responsibility for the assignment of bus chaperones shall remain with the building principal in which the activity originates.
8. In the absence of a building principal, teachers who are assigned by the building principal for crowd supervision of an after school activity shall be paid at the rate of \$30.00 per night. Prior arrangements shall be made between the building principal and teachers for adequate crowd supervision.

F. Mileage Compensation

1. Annual IRS rate per miles, adjusted on January 1 each year.
2. Teachers who must travel between Taylorville Unit Schools during the day because of their regular teaching assignments shall receive mileage payment as remuneration for transportation expense.

G. Elementary Head Teacher

1. Head teachers in elementary buildings without full-time administration coverage will be paid \$1,000 each school year.

H. Miscellaneous Information

1. Leaving one position within a sport or activity and being moved to another position within the same sport or activity will result in credit to that coach or sponsor for total number of years' experience attained within that sport or activity.

Years of experience in a sport or activity may be counted for credit in any sport or activity where attained and appropriate placement given to a coach or sponsor on the Increments, Appendix B schedule. A head varsity coach with prior head varsity coaching experience in another school district will be granted credit for total number of years' experience attained within that sport.