

Agreement between

**MERCER COUNTY
SCHOOL DISTRICT #404**

&

**MERCER COUNTY
EDUCATION ASSOCIATION**

**For the period of
July 1, 2022 through June 30, 2025**

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ARTICLE I
RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Education of Mercer County School District #404, hereinafter "Board," recognizes the Mercer County Education Association/IEA-NEA, hereinafter "Association," as the sole and exclusive bargaining agent for all regularly employed, certificated teaching personnel, including librarians, counselors, and nurses holding certification pursuant to 10-22.23 of the School Code but specifically excluding Superintendent, Principals, management employees and short-term employees and any employee who meets the IELRA definition of supervisor.

B. Definitions

The term "teacher(s)" or "employee(s)" when used hereinafter in the Agreement shall refer to all employees represented by the Mercer County Education Association/IEA-NEA ("MCEA") in the bargaining unit as above defined.

The term "Board" or "District" when used hereinafter in the Agreement shall refer to the Board of Education or its Administrative Agents.

ARTICLE II
WORKING CONDITIONS

A. Calendar

A calendar committee shall be established annually to develop a non-binding recommendation to the Board regarding the school calendar for the upcoming school year. The committee will include five (5) MCEA and up to five (5) Board of Education Members or designees. The calendar will not exceed one-hundred seventy-six (176) student attendance days, four (4) institute days, and five (5) emergency days. One (1) of the four (4) institute days will be used the day before the first day of student attendance for the school year, and one (1) will be used after the last day of student attendance for the school year. Unused emergency days shall not become employee workdays.

B. Requisition of Supplies

Each teacher shall be given the opportunity to submit requisitions for materials and supplies. The teacher making the requisition shall be informed as soon as possible of the disposition of his/her request. Procedures for requisitions will be given in the teacher handbook. The Board understands the importance of giving teachers the opportunity to spend their allotted amount of supply money throughout the year and will work diligently to follow-through with this intention. The Board will create a separate budget line in each building's budget for the purpose of segregating the teacher supply amounts.

C. Personnel File

Each teacher shall have the right during regular business hours, upon 72 hour request, to review and copy the contents of his/her personnel file and to attach written reactions to any of its contents provided such review does not interfere with the instructional program.

D. Notification of Assignment

All teachers shall be given written notice of their tentative building assignments, class and subject assignments by May 15. Teachers shall be entitled to a conference with the District Superintendent to discuss the matter. If still dissatisfied after such conference, the teacher shall be given preferential consideration for any subsequent vacancy for which he or she is qualified if all other factors are equal, or shall be permitted to resign without penalty. If the teacher is reassigned after July 15, the teacher shall be allowed to have up to two (2) days paid at Committee Rate for preparation or the option to resign without penalty.

E. Teacher Access to Board Policy

It is agreed that the Board policy manual shall be available for review by teachers in the unit office. Teachers will have full access to the Board policies during business hours, and the unit office staff will provide assistance to the teachers when needed. One (1) copy shall be furnished to the Association President. Any changes shall be sent to the Association President as they occur.

F. Employees Leaving Campus

A teacher may, on occasion, leave the building during planning periods, lunch periods, or break periods with prior notification given to office personnel. Teachers who have planning periods at the beginning or end of the day are expected to be on campus at the designated start and end times (see Article 2 – Section H – last sentence). Teachers should not leave campus on a daily basis.

G. Duty Free Lunch

Teachers whose duties require attendance at the school for four (4) or more clock hours in any school day shall be provided a duty-free lunch period of a minimum of thirty (30) consecutive minutes. Every effort shall be made by the administrators to fill recess duties with non-certified staff.

H. Work Day

The teacher workday shall not exceed seven and one-half (7.5) clock hours except that teachers shall be required to work a longer day from time to time to accommodate:

1. Faculty meetings;
2. Extra duties as compensated in contract;
3. One (1) whole building open house yearly per building;
4. Parent-teacher conferences no later than one (1) week after the first quarter report cards are issued;
5. Staffings;
6. Emergencies as defined by administrations;
7. If an IEP must be attended during prep/lunch or outside of the contractual day, the teacher will be compensated accordingly.

The normal teacher work day shall be determined by the building principal.

I. Planning/Preparations

Teachers at the high school and junior high school will receive time comparable to one (1) full class period each day prorated/shortened for the shortened schedules/weeks. To the best of the administrator's ability, teachers at the elementary schools will receive a block of time prorated/shortened for shortened schedules/weeks for planning /preparation per day.

J. Grade Level / Department Meetings

In-service time shall be given for grade level/department meetings, curriculum planning, textbook evaluation, and/or other purposes deemed appropriate by the administration.

K. Waivers

In the event the Board shall seek a waiver during the life of this agreement, the Board shall notify the Association of its intent to do so before the waiver request is filed.

L. Travel Time

Teachers who are assigned to more than one (1) school shall have their schedules arranged so that travel time does not infringe upon the traveling teacher's lunch period. The preparation period for any itinerant teacher may include travel time. Any itinerant teacher who supervises 7 periods out of 8 periods or its mutually agreed upon equivalent shall be paid for mutually agreed upon travel time at the customary internal substitution rate.

M. Vacancies

The Superintendent or designee shall have posted, in all school buildings, on the district website and shall send to the Association, a notice of all vacancies. Such vacancies shall not be filled until posted internally for at least seven (7) calendar days. During the summer vacation, a list of vacancies shall be available to the Association President.

N. Temporary Appointment to Vacancies

Positions temporarily filled to avoid undue disruption of the educational program will follow the above procedures before being permanently filled.

O. Vacancies--Right to Application

Teachers shall have the right to make timely application for vacancies for which they are qualified.

P. Vacancy Defined

Vacancy shall be defined as positional openings created by:

1. resignation;
2. retirement;
3. death;
4. dismissal or nonrenewal; and
5. new positions.

Q. Voluntary Transfer – Interviewing

Any teacher presently on tenure may apply for transfer within or between buildings when a vacancy occurs. Procedures are as follows:

1. Teacher must submit a letter to the building principal where the vacancy occurs. The letter should include reasons for the request. A copy should go to the Superintendent.
2. Any internal candidate for posted positions will be guaranteed an interview by the interview committee.
3. If the applicant is unsatisfied with the denial, (s)he may appeal in writing or in person for reconsideration to the Superintendent. A MCEA representative may attend any or all meetings in regard to this appeal.

R. Involuntary Transfer

It is recognized that transfers of teachers from one school to another in cases of emergency or to prevent undue disruption of the instructional program are in the best interest of the district. The foregoing shall not be construed as to deny the Board the right to involuntarily transfer any teachers provided the following shall pertain:

1. In the event of school closing (s), the affected tenured teachers shall be considered for vacancies before any pending applications for voluntary transfer are acted upon and, where possible, prior to the placement of any dismissed teachers who have been recalled.
2. When an involuntary transfer occurs between buildings and prior to the placement of eligible dismissed teachers, the teacher(s) who have been involuntarily transferred will be given the opportunity to interview where openings occur for which they are certified and highly qualified. After the interview, the teacher(s) will, within three (3) working days, deliver to the Superintendent his/her top three (3) choices for placement should multiple options be available. The Superintendent and the appropriate administrator(s) will then determine whether, in the interests of the educational program in the District, the request of the teacher shall be granted. The teacher(s) will be given a placement within the District.
3. In the event of an involuntary transfer, a teacher may request a hearing with the appropriate administrator and may request an Association representative be in attendance.
4. If the teacher does not agree with the transfer, (s)he shall have the option to resign without prejudice.
5. In the event that fewer teachers are needed in a building, written notice shall be posted in this building and delivered to the MCEA building representative. This notice shall request volunteers for such transfer and specify that after five (5) school days if insufficient volunteers are found, then the Administration shall use the criteria in Article II M to choose teachers for involuntary transfer. This section shall be accomplished within twenty (20) school days of the original notice.

S. Reduction-In-Force

1. The Illinois School Code regulations will be followed when a reduction-in-force (RIF) is made.
2. The MCEA President shall be given written notice when a Reduction in Force is made.
3. Teachers who are on an approved leave of absence shall be subject to this Article of the Agreement.

4. Individual teacher insurance benefits shall continue through the end of the policy year or June 30, whichever comes first, for honorably dismissed employees who were employed for the entire previous school year.
5. The Association President shall receive a keyed Sequence of Honorable Dismissal List which is categorized by each teaching position in accordance with the Illinois School Code and have the option to discuss the sequence of dismissal list of current and prior years with the superintendent.
6. Whenever a position is eliminated, the affected teachers in group three (3) and four (4) will be transferred to the teaching position of the lowest sequenced teacher in the areas for which the affected teacher is certified to teach.

T. Recall

1. The Illinois School Code regulations will be followed when a recall is made.
2. Group 2 teachers may be considered for a position after all RIF'd employees who have recall rights have been recalled.
3. Recalled employees shall have the accumulated eligible leave days, salary schedule position, seniority, tenure and evaluation ratings they had when honorably dismissed.

U. Discipline

1. Suspension

An employee may be suspended with pay, fringe benefits and all other benefits provided by the contract, pending determination of any disciplinary action, demotion or other involuntary change in his/her employment status.

2. Representation at Discipline/Evaluation Meetings

In the event an administrator requires an Employee to attend a meeting in which the discussions could in any way lead to the Employee being discipline, the Employee, upon request, may have an Association representative of their choosing present. The Employee shall be given prior written notice of the reasons for such a meeting two (2) days in advance.

ARTICLE III
ASSOCIATION RIGHTS

A. Board Meeting – Notice to MCEA

The President of the Association, or the President’s designees, shall be given electronic notice of all regular and special meetings of the Board together with a copy of the agenda at least forty-eight (48) hours prior to that meeting.

B. Board Meeting – Minutes Sent to MCEA

One (1) copy of all open session Board minutes shall be electronically sent to the President of the Association within five (5) days of being approved by the Board.

C. Use of Facilities

The Association may request use of school buildings, facilities, and equipment. Reasonable requests shall be granted provided the intended use does not conflict with previously scheduled activities, impact negatively on the educational program, or is unreasonably dangerous or disruptive.

D. Financial Information Given to MCEA

The Board shall furnish the Association president with a copy of:

1. the current annual budget and any amended annual budgets;
2. the current monthly financial report; and
3. the annual auditor’s report.

E. Competing Teacher Organizations Excluded

The rights granted herein to the Association shall not be granted or extended to any competing teacher organization during the term of this Agreement.

F. Teacher Advisory Council

The Association and the Board recognize the importance of communication in maintaining good relationship and agree to meet for the purpose of discussing problems. The vehicle for such communication shall be meetings of the Teacher’s Advisory Council and the Superintendent, which shall be held outside of the school day and generally monthly.

G. Bulletin Board and Mailbox Access

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards at least one of which shall be provided in each school building. The Association may use the employee mailboxes for communicating meeting notices, conferences, and social gatherings to the faculty.

H. Right to Representation

The Board and administration shall make reasonable efforts to resolve complaints against teachers in an expeditious manner. Whenever any employee is required to appear before the Board or administration concerning any matter which reasonably could lead to discipline, the employee shall be permitted Association representation on request. The employee shall be given reasonable notice of any meeting and shall be notified of the reasons for the meeting. The Association President shall be notified of any disciplinary action with respect to any bargaining unit member.

I. New Teachers

The Association President, upon request, shall have access to the names and addresses of newly employed teachers.

ARTICLE IV
EMPLOYEE EVALUATIONS

A. Orientation

Within the 1st or 2nd day of staff attendance, the administration shall acquaint teachers with the evaluation procedure, instrument to be used, and the name of the person who will conduct the evaluation.

B. Number of Evaluations

Non-Tenured teachers shall be evaluated every year. Tenured teachers receiving a proficient or excellent rating on their last evaluation shall be evaluated at least once every three (3) years by the administrator. Tenured teachers receiving a needs-improvement or unsatisfactory rating on their last evaluation shall be evaluated every year until a rating of proficient or excellent is achieved.

C. Pre-Observation Conference

Within two (2) workdays following the pre-observation conference, the administrator shall begin formal observation of the teacher.

D. Documentation

Documentation will be gathered and provided as laid out in the approved teacher evaluation instrument.

E. Post-Observation

The administrator shall have a post-conference meeting with the teacher after each formal observation within ten (10) workdays. When evaluating a teacher, the administrator shall prepare written documentation in accordance with the teacher evaluation instrument approved by the Association and the School Board. The teacher shall have the right to an explanation to any written evaluation or other materials that are placed in the teacher's personnel file. The teacher shall be permitted to put any objections to his/her evaluation in writing. Such items shall be attached to and become part of the evaluation.

F. Evaluation Copies

The teacher shall have electronic access for evaluations.

G. Evaluation Committee

A committee of teachers and administrators shall be formed to review teacher evaluation procedures and instruments at a time that is mutually agreeable. Both the School Board and the Association executive committee must approve the committee's recommendations prior to implementation.

ARTICLE V
LEAVES

A. Sick Leave

1. Each teacher who has less than five consecutive years of service in the MCSD at the beginning of a school year shall be entitled to fifteen (15) sick leave days for each such school year without loss of pay two (2) of which can be used as Personal Days. Each teacher who has five or more consecutive years of service at the beginning of a school year shall be entitled to eighteen (18) sick days for each such school year without loss of pay three (3) of which can be used as Personal Days.

0-4 Consecutive Years of Service with MCSD (13 sick days, 2 personal)

5+ Consecutive Years of Service with MCSD (15 sick days, 3 personal)

2. Sick days shall accumulate without limit.
3. Sick days shall be used in increments of 1/3 days for employees receiving Worker's Compensation and sick days shall be used in 1/4 day increments for employees not receiving Worker's Compensation.
4. Any teacher who suffers illness or injury from a physical assault while on the job or arising from the job and who is unable to work as a result will not be charged sick leave while receiving Worker's Compensation. Fractional sick days will be used for the portion of the work day not covered by Worker's Compensation (see A-3 above).
5. Teachers who are absent from work during the waiting period before they receive Worker's Compensation benefits for temporary total disability may use whole or fractional (not less than 1/4) days for such waiting period.
6. Teacher may roll over one (1) personal day to the following year if applicable. Teacher may accumulate up to a total four (4) personal days.

B. Sick Leave Bank

1. District teachers may voluntarily participate in the Sick Leave Bank upon signing a statement of agreement on or before September 1st of the current school year to contribute a minimum one (1) day of their accumulated sick leave days to the bank. Any teacher employed after September 1st of the current school year may be eligible for membership in the bank upon submitting an application within thirty (30) days of employment.
2. Teachers who are suffering from a serious and protracted (catastrophic) illness and have exhausted their own accumulated sick leave, may make reasonable withdrawals from the bank as determined by the following guidelines:

In order to be eligible to draw from the Sick Leave Bank, a teacher shall:

- a. Be a current contributor to the Bank.
 - b. Present a doctor's certification of continuing illness and inability to return to work for the duration of the illness.
 - c. Have used all of his/her accumulated sick and personal leave with at least thirty (30) accumulated as of September 1st of the current school year.
 - d. Have already had deducted from his/her pay three (3) full days of teaching salary.
3. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.
 4. The Sick Leave Bank Committee shall be made up of three (3) members appointed by the Association and three (3) members appointed by the Board.
 5. If, at any time, the Sick Leave Bank's reserve falls below thirty (30) days, contributions will be opened back up by the Association without the Board's approval. The Association shall advise the Superintendent of the additional contributions, the teachers so contributing, and the total contribution prior to the use of any such days by any teacher.
 6. It is understood that the primary purpose of this bank is to protect teachers against the loss of salary in situations of extended or critical illnesses.
 7. The use of such days are limited to personal illness and under no circumstances shall the sick leave benefits exceed the maximums established by the committee as follow:

A person who has contributed to the Sick Leave Bank shall be allowed to withdraw a maximum number of ten (10) days for each extended illness of the number approved by a majority of the Sick Leave Bank Committee. The original application, which should be made to the District Superintendent, must be made no later than fourteen (14) school days after the employee becomes eligible for the benefits of the Sick Leave Bank. Successive applications for extensions may be made to the District Superintendent. The District Superintendent will be responsible for notifying the Sick Leave Bank Committee of an application for use of the Sick Leave Bank.

8. If a member does not use all of the days granted from the bank, the unused sick leave days will be returned to the bank.
9. In case a member has been incapacitated, his/her application may be submitted to the committee by his/her agent or a member of his/her family on his/her behalf.

10. -All Retiring teachers may donate unused sick days to the sick bank and/or shall be paid at a rate of \$25 for each unused accumulated sick day that is not used for purposes of the retirement formula credit (i.e. 170 accumulated days = 1 year of service credit) The single one-time payment for unused sick days shall be made following the last regular paycheck and will not be TRS creditable income.

C. Association Leave

The Association shall be provided up to twenty (20) days District-wide (i.e., one (1) teacher, twenty (20) days; two (2) teachers, ten (10) days each, etc.) in order to send representative(s) to local, state or national conferences or business pertinent to Association affairs. These representatives shall be excused without loss of pay or benefit. The Association will reimburse the District the cost of the substitute in the Association member's absence. A written notification shall be submitted to the Building Principal and Superintendent at least seven (7) days in advance of the proposed use.

D. Bereavement Leave

1. In the event of a student death, the staff will follow the bereavement crisis plan as stated in the teacher handbook. A committee of teachers and administrators shall be formed in each building to create a plan that is mutually agreeable. Both the Board and Association Executive Committee must approve the committee recommendation prior to implementation.
2. Each Employee will be allowed ten (10) bereavement days with pay.

E. Leaves of Absence without Pay

Leaves of absence may be granted without pay to employees who desire to return to employment in a similar capacity at a time mutually agreed upon.

Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted to teachers according to the following conditions:

1. Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board,
2. Dates of departure and return must be mutually acceptable to the teacher and administration and determined prior to any final action on the request,

3. Leaves may be granted for:
 - a. Advanced study leading to a degree in an approved university
 - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program,
 - c. Military service,
 - d. Childcare, and
 - e. Other reasons acceptable to the Board;
4. Employees on such leave may continue insurance benefits if they reimburse pro rata costs of benefits for which they apply, provided the carrier permits the same.
5. Employees will not advance on the salary schedule while on the approved leave without pay unless working at least eighty-eight (88) days during the school year in which the leave was taken, and
6. The Board may waive the above restrictions at its discretion.

F. Professional Leave

Teachers may apply for professional leave. Such application shall be made in writing to the Building Principal. Approval or denial of such leave shall be at the determination of the Principal.

G. Jury Duty and Court Appearances

Any teacher called for jury duty or subpoenaed to testify in court on a matter to which the teacher is not a party in interest shall suffer no loss of salary or benefit, provided however, the teacher shall reimburse the District for any payment received, exclusive of mileage or expense reimbursement, for such court appearance. If the teacher fails to reimburse, the District shall have the option of making a salary deduction for any such payment the teacher receives.

- H. Any leave (sick/personal) will not be penalized if school is not in session for any reason. The teacher will not be charged for a full day if the length of the scheduled work day is amended for any reason. The teacher will be charged an appropriate pro-rated (1/4 increments) amount.

ARTICLE VI
GRIEVANCE

A. DEFINITIONS

A grievance shall be any claim by the Association that there is an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

B. TIME LIMITS

All time limits consist of school days, except during the summer, then time limits shall consist of days the business office is open.

C. PROCEDURES

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

1. STEP I – The Association, on behalf of the employee, may present the grievance in writing to the immediately involved supervisor within twenty (20) days of the event giving rise to the grievance or when the Association becomes aware of the same, whichever is later. The supervisor will arrange for a meeting to take place within seven (7) days after receipt of the grievance. The Association's representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.

2. STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within seven (7) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response.

3. STEP III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service with the request for a list of arbitrators. The arbitrator shall be selected by the parties alternately striking names with the moving party striking first name. If a demand for arbitration is not filed within

thirty (30) days of the date for the Step Two answer with a copy to the Board, then the grievance shall be deemed withdrawn.

D. BYPASS

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

E. CLASS GRIEVANCE

Grievances involving more than one employee, more than one supervisor, or an administrator above the building level may be initially filed by the Association at Step II.

F. NO REPRISALS CLAUSE

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

G. RELEASED TIME

Should the employee be released from his/her assignment by the administration in order to process a grievance, the employee and his/her Association representative shall be released without loss of pay or benefits.

H. Zipper--Arbitration

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

I. FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the Employees.

J. GRIEVANCE WITHDRAWAL

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

K. NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

L. TIMELINESS

The failure of the grievant or Association to timely file or process a grievance shall render the grievance procedurally defective and constitute a bar of further appeal.

M. EXPEDITED ARBITRATION

At the request of the Association and/or the Board, the Expedited Rules of the American Arbitration Association (AAA) shall be used instead of the Voluntary Labor Arbitration Rules.

N. COSTS

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

O. COURT REPORTER

The cost of the court reporter shall be equally shared.

ARTICLE VII
EFFECT OF AGREEMENT

A. Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

B. Savings Clause

Should any article, section, or clause of the Agreement be declared illegal by a court or agency of competent jurisdiction, then that article, section, or clause shall be deleted. The remaining articles, sections, and clauses shall remain in full force and effect.

C. Negotiations Procedure

The parties agree to negotiate in good faith. Such negotiations shall proceed pursuant to the steps as outlined in Section 12 of the Illinois Educational Labor Relations Act.

D. Salary Schedule Incorporation

The salary schedule incorporation shall be as set forth in Appendix A, which is attached to and incorporated in this Agreement.

E. Salary Bonus

In May of 2023, each employee will receive a onetime stipend of Two Thousand (\$2000) dollars. In May of 2024, each employee will receive a onetime stipend of One Thousand-Five Hundred (\$1500) dollars. All employees will receive this, if they have worked in that school year. This will include retired employees in the pipeline who will have it deposited into their 403b account.

F. Extra Duty Schedule Incorporation

Teachers, who agree to assume extra-duty assignments, shall be paid based upon the extra-duty assignment schedule as set forth in Appendix B, which is attached to and incorporated into this Agreement.

G. No Strike No Lock Out

Neither the Association nor any teacher acting individually or in a group shall directly or indirectly engage in or assist in any strike, work slowdown or other job action which in any way interrupts or interferes with the delivery of educational services during the life of this Agreement. The Board shall not lock out any employee during the life of this Agreement.

H. Distribution of Agreement

Within ten (10) calendar days after the agreement is signed, the Agreement shall be available on the District website for teachers to access.

I. Bargaining for Successor Agreement

In accordance with the Illinois Educational Labor Relations Act, the Board agrees to begin negotiations with the Association over a Successor Agreement. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

ARTICLE VIII
BENEFITS

A. Dues Deduction

The Board shall deduct from each member's pay the current dues of the Association, provided that the Board has a member-executed authorization for continuing dues deduction, the amount of which shall be certified annually by the Association. An authorization shall remain in effect from year to year, except that the member may revoke between July 15 and September 15 of any year. Upon receipt of any revocation the association shall notify the Board in writing of the same. Nothing herein shall require the Board to remit or be responsible for:

1. Dues in arrears;
2. Dues due from persons no longer employed by the District;
3. Dues due from persons with insufficient earnings to cover the amount of dues; and/or
4. Employees on unpaid leaves of absence.

B. Payroll Deductions

Teachers shall have the right to authorize deductions from their pay to be dispersed to the Mercer County Credit Union, the I.E.A. Credit Union, the Aledo YMCA or a mutually agreed upon voluntary group life insurance company provided such authorization is submitted to the District in writing by October 15th of any given year. The district will also comply with government mandated deductions. Such deductions may include, but shall not be limited to, child support payments and wage garnishment for unpaid debts and lawsuits.

The district shall, on behalf of the employee, make government authorized pretax payroll deductions. Such deductions may include, but shall not be limited to, Health Savings Accounts (HSA), 403(b) investments and Section 125 Cafeteria Plans.

The district shall not make post-tax payments on behalf of the employees.

The District provides a 403(b) service to the employees. A third party administrator manages the program for the district. Employees desiring to participate in the 403(b) program must submit the name and contact information to the bookkeeper who will then contact the third party administrator to set up an automatic pre-tax payroll deduction arrangement. There are certain restrictions on the types of investments allowable. Eligibility and benefits shall be stated in the plan documents.

C. Health, Dental and Life Insurance

1. In all years of the negotiated agreement, the Board will contribute 85% of the single/low deductible premium, with the employee contributing 15% of the premium. Qualifying employees would be given the opportunity to apply the allotment towards the offered policy of their choice.

2. The Board shall maintain a Section 125 Salary Redirection Agreement to shelter health insurance premiums for existing payroll deduction health insurance companies as long as allowable by law.
3. The Board shall pay the cost of all qualified individual teacher's premium for term life insurance in the amount of \$35,000.
4. An insurance committee consisting of three School Board members or designees, four (4) Association members (two MCEA, one MCPEA and one MCEEA) selected by each Association President respectively, and the Superintendent or his/her designee, as an ex-officio member, shall be given, within ten (10) days of receipt, all reports including but not limited to, any and all renewal packets, marketing and claims reports, RFP's results as prepared by the agent or consultant, spreadsheets, electronic communications etc., and review coverage, deductibles and premiums two (2) times per year, and make recommendations for any changes to the School Board and the Executive Committee of the Association(s). The School Board and the Association(s) Executive Board must both approve any recommendations prior to implementation.

D. Internal Substitution

In the event a teacher is required to act as a substitute during the school day, they shall be paid at the rate of sixty (60) cents per minute. The building principal shall authorize all internal substitutions. This will be limited to only one internal substitution per day per teacher.

E. Pay-Day

Payday shall be every other Friday. Teachers shall receive twenty-six (26) pay installments during a contractual year. Should the regular payday fall on a holiday then the date of pay shall be the last working day prior to the holiday.

Due to a calendar year not being equally divisible by fourteen (14), there will need to be an adjustment in the first pay day of a contractual period to fall approximately two weeks after the first day of school. When this is necessary to reduce the financial burden, the pay installment will be issued on Wednesday of the additional week.

Employees must participate in the District's direct deposit program.

F. Mileage Reimbursement

Teachers shall be reimbursed at the current IRS rate per mile for use of personal vehicles while conducting approved School District related business and/or assigned to more than one (1) school building per day. Mileage reimbursement shall not be given for travel between home and work.

G. Tuition Reimbursement & Advancement on Pay Scale

Application for tuition reimbursement shall be submitted to the Superintendent before coursework begins. Reimbursement shall be subject to request and approval. Each year a pool of no less than \$10,000 shall be established. The Board shall honor each teacher's first request in the order received and reimburse allowed expenses until the fund is depleted. If money remains in the fund after all first requests have been reimbursed, each second request shall be reimbursed, and each third request shall be reimbursed after all second requests. If insufficient dollars remain in the fund to reimburse all requests during any round, the remaining money shall be divided proportionally among the applications for that round. The formal dates for the rounds will be as such: November 30th, February 28th, May 31st, and August 31st. There shall be no carry over if monies are not used. Teachers shall receive reimbursement provided approval is obtained for additional college courses in their field of the actual tuition cost (mileage, books, meals, etc. not reimbursed) not to exceed Two Hundred Seventy-five (\$275) dollars per semester hour or to exceed three classes per year. Teachers shall receive reimbursement provided approval is obtained for an approved graduate program not to exceed Three Hundred Fifty (\$350) dollars per semester hour. Undergraduate courses taken for salary lane movement must be in the teaching field of the teacher or be directly related to the teacher's current responsibilities (e.g., RtI, inclusion, classroom management, data analysis, etc.). Additionally, an approved undergraduate course must be taken after the conferral of certification, and must have administrative approval. Only the classes taken after the final class for teacher certification is completed shall be counted toward salary lane movement. Credit hours taken at the written request of the Superintendent, as a designee of the Board of Education, shall be reimbursed by the Board of Education upon successful completion (as defined in advance by the Board of Education) of the course(s), and the employee shall be reimbursed for the cost of tuition and the cost of textbooks. Tuition reimbursement for administration certification classes shall be reimbursed as follows:

- Year One following completion of certification program: \$1500
- Year Two following completion of certification program: \$1500
- Year Three following completion of certification program: \$1500

H. Overload Pay

A teacher of grades 5-12, who by mutual agreement with the Board and Administration, is assigned to teach during their prep period shall be paid an additional 1/7 of the teacher's annual base salary for an entire year or 1/14 of the teacher's annual base salary for a semester. Other time periods will be pro rata.

I. Retirement Bonus

A teacher who meets the eligibility requirements set forth in Section 1 of this Article shall receive a salary increase as set forth in Paragraph 2 of this Article.

1. Eligibility

1. The teacher is at least age fifty-five (55) according to TRS guidelines.
2. Teachers with 5-14 years of continuous service with the district are eligible for a bonus of 6/6/5/5 percent respectively in each of their final four years.
3. Teachers with 15-25 years of continuous service with the district are eligible for a bonus of 6/6/6/5 percent respectively in each of their final four years.
4. Teachers with more than 25 years of continuous service with the district are eligible for a bonus of 6/6/6/6 percent respectively in each of their final four years.
5. The teacher notifies the Superintendent or his designee in writing of his irrevocable resignation no later than June 1 of the 4th year prior to the teacher's retirement. Example: A teacher desiring to retire at the end of the 2014/2015 school year must submit a letter of resignation before 12:00 a.m. on June 1 of 2011.

2. Payment of Salary

1. a. An eligible teacher shall also have any additional salary that he or she may receive from extra duty assignment increased by 6% each year in the same manner as set forth in paragraph (a) of Subsection 1 of Section B of this Article, so long as the teacher continues with such assignment.
b. An eligible teacher shall also receive twenty-five (25) sick days per year, three (3) of which may be used as personal days.
2. Notwithstanding the notice provision contained in Subsection 5 of Section A, an otherwise eligible teacher who:
 - a. gives notice by June 1 of the fourth year prior to retirement; or
 - b. gives notice by June 1 of the third year prior to retirement; or
 - d. gives notice by June 1 of the second year prior to retirement; or
 - f. gives notice by June 1 of the teacher's last year prior to retirement, shall receive an increase in salary in the same manner as provided in Subsection 1 of Section B (although for a lesser number of years), unless the teacher received an eligible increase in TRS creditable earnings of greater than 6% in any of the preceding years up to four years prior to retirement, an eligible increase being on which is approved in writing by the Board and which is an exception to the 6% annual increase limitation.
3. Government stipends for National Certification will not be included with the base pay when calculating the 6% retirement bonuses.
4. Once a teacher qualifies to receive the full seventy-five (75) percent

retirement benefit from the Teachers Retirement System, the teacher must submit a letter of retirement by the last contracted attendance day of the subsequent school year. The retirement letter can request a retirement date of zero (0), one (1), two (2), three (3) or four (4) years from the date of the last contracted attendance day of the qualifying year. If the teacher does not submit a letter of intent to retire by the said date, the teacher will no longer be eligible for the district's retirement bonus program.

3. Rescinding Retirement Decision

The Board, in its sole discretion, may allow the teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided that the teacher returns to the Board any TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under that salary schedule for such year(s) in which the creditable earnings were paid.

4. Savings Provision

To the extent that the salary raise described in Section B of this Article shall cause the Board to pay penalties to TRS attributable to the salary raise described in Section B, the Board shall be relieved of the payment of such increase to the extent it causes the Board to incur such penalties. Additionally, if the Board becomes subject to TRS penalties of earnings in excess of 6% the teacher must repay the Board all amounts of creditable earnings in excess of 6% needed to avoid the penalties. In no event may a participant in the plan receive more than a six percent (6%) creditable earnings increase from one year to the next.

J. National Board Certification

The Board agrees to advance payment, on behalf of the Employee for the cost of the registration fee and materials fee for National Board Professional Teaching Standards certification candidacy.

If the teacher fails to receive certification within three (3) years, the Board will withhold 5% of the employee's gross wages per paycheck until the amount owed is paid in full. Withholding shall commence with the first paycheck receive by employee after three years from the employee's first score release date and withholding shall continue with each paycheck in the amount specified in this agreement until the amount has been repaid to the District. However, if the employee still owes an amount greater than 5% of the gross wages up on termination, that amount may be withheld from the employee's final compensation.

The employee may reimburse the District for repayment made by the District pursuant to this agreement and such payment in full shall terminate withholding under this agreement.

Successful completion by the employee of the NBPTS certification process within 3 (three) years of the initial score release date shall cause this agreement to be null and void with no amount owed by the employee to the District for the advance payment made by the District under this agreement.

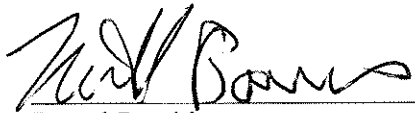
A written agreement shall be signed by both the employer and the employee prior to payment being made by the District on behalf of the employee.

ARTICLE IX
DURATION AND SIGNATURES

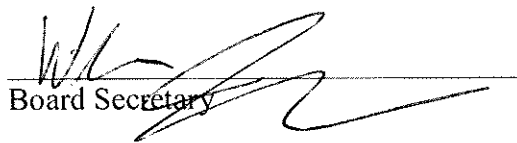
In witness whereof the parties hereto have set their hands and seals this 18th day of August, 2022, to be effective, as of July 1, 2022 except as to those areas where it has been otherwise agreed between the parties and shall continue in force and effect until and including June 30, 2025, 12:00 midnight.

This agreement is signed this 18th day of August 2022

FOR THE BOARD OF EDUCATION
MERCER COUNTY SCHOOL DISTRICT #404

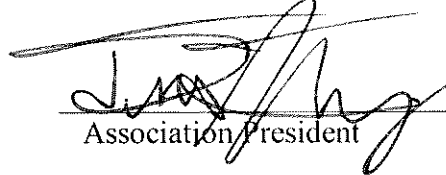


Board President




Board Secretary

FOR THE MERCER COUNTY
EDUCATION ASSOCIATION



Association President



Association Secretary

APPENDIX A
SALARY SCHEDULE
2022-2023

Year	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27	NBCT/PhD
0	42815	44065	45315	46565	49065	51065	53065	55065	59065
1	43380	44630	45880	47130	49630	51630	53630	55630	59630
2	43945	45195	46445	47695	50195	52195	54195	56195	60195
3	44510	45760	47010	48260	50760	52760	54760	56760	60760
4	45075	46325	47575	48825	51325	53325	55325	57325	61325
5	45640	46890	48140	49390	51890	53890	55890	57890	61890
6	46205	47455	48705	49955	52455	54455	56455	58455	62455
7	46770	48020	49270	50520	53020	55020	57020	59020	63020
8	47335	48585	49835	51085	53585	55585	57585	59585	63585
9	47900	49150	50400	51650	54150	56150	58150	60150	64150
10	48465	49715	50965	52215	54715	56715	58715	60715	64715
11	49030	50280	51530	52780	55280	57280	59280	61280	65280
12	49595	50845	52095	53345	55845	57845	59845	61845	65845
13	50160	51410	52660	53910	56410	58410	60410	62410	66410
14	50725	51975	53225	54475	56975	58975	60975	62975	66975
15	51290	52540	53790	55040	57540	59540	61540	63540	67540
16					58105	60105	62105	64105	68105
17					58670	60670	62670	64670	68670
18					59235	61235	63235	65235	69235
19					59800	61800	63800	65800	69800
20					60365	62365	64365	66365	70365
21									70930
22									71495
23									72060

SALARY SCHEDULE
2023-2024

Year	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27	NBCT/PhD
0	44546	45796	47046	48296	50796	52796	54796	56796	60796
1	45111	46361	47611	48861	51361	53361	55361	57361	61361
2	45676	46926	48176	49426	51926	53926	55926	57926	61926
3	46241	47491	48741	49991	52491	54491	56491	58491	62491
4	46806	48056	49306	50556	53056	55056	57056	59056	63056
5	47371	48621	49871	51121	53621	55621	57621	59621	63621
6	47936	49186	50436	51686	54186	56186	58186	60186	64186
7	48501	49751	51001	52251	54751	56751	58751	60751	64751
8	49066	50316	51566	52816	55316	57316	59316	61316	65316
9	49631	50881	52131	53381	55881	57881	59881	61881	65881
10	50196	51446	52696	53946	56446	58446	60446	62446	66446
11	50761	52011	53261	54511	57011	59011	61011	63011	67011
12	51326	52576	53826	55076	57576	59576	61576	63576	67576
13	51891	53141	54391	55641	58141	60141	62141	64141	68141
14	52456	53706	54956	56206	58706	60706	62706	64706	68706
15	53021	54271	55521	56771	59271	61271	63271	65271	69271
16					59836	61836	63836	65836	69836
17					60401	62401	64401	66401	70401
18					60966	62966	64966	66966	70966
19					61531	63531	65531	67531	71531
20					62096	64096	66096	68096	72096
21									72661
22									73226
23									73791

SALARY SCHEDULE
2024-2025

Year	BA	BA9	BA18	BA27	MA	MA9	MA18	MA27	NBCT/PhD
0	46346	47596	48846	50096	52596	54596	56596	58596	62596
1	46911	48161	49411	50661	53161	55161	57161	59161	63161
2	47476	48726	49976	51226	53726	55726	57726	59726	63726
3	48041	49291	50541	51791	54291	56291	58291	60291	64291
4	48606	49856	51106	52356	54856	56856	58856	60856	64856
5	49171	50421	51671	52921	55421	57421	59421	61421	65421
6	49736	50986	52236	53486	55986	57986	59986	61986	65986
7	50301	51551	52801	54051	56551	58551	60551	62551	66551
8	50866	52116	53366	54616	57116	59116	61116	63116	67116
9	51431	52681	53931	55181	57681	59681	61681	63681	67681
10	51996	53246	54496	55746	58246	60246	62246	64246	68246
11	52561	53811	55061	56311	58811	60811	62811	64811	68811
12	53126	54376	55626	56876	59376	61376	63376	65376	69376
13	53691	54941	56191	57441	59941	61941	63941	65941	69941
14	54256	55506	56756	58006	60506	62506	64506	66506	70506
15	54821	56071	57321	58571	61071	63071	65071	67071	71071
16					61636	63636	65636	67636	71636
17					62201	64201	66201	68201	72201
18					62766	64766	66766	68766	72766
19					63331	65331	67331	69331	73331
20					63896	65896	67896	69896	73896
21									74461
22									75026
23									75591

APPENDIX B
COACHING PAY

1. Coaches' salaries are figured on the percentage of this year's base salary (BA lane, Step "0").
2. Paid experience from other districts in the same sport will count on the current coaches' salary schedule.
3. Coaches transferring from one level to another in the same sport area will receive years of experience that have accumulated in that particular sport.
4. Coaches transferring from boys to girls or girls to boys in the same sport will receive years of experience that have accumulated in that particular sport.
5. For each level of the State sponsored post season tournament a team takes part in, each coach will receive a bonus payment as listed below. In addition, the head coach only will receive an additional and equal bonus for each level of post season team tournament participation as listed below. Due to some sports automatically qualifying for regionals (or any level), the following will be used to determine the payout:
 - a) Bracketed Sports (volleyball, boys basketball, girls basketball, softball and baseball) – Teams are automatically placed into a regional game. They will receive a 0.5% increase if they win the first game in their regional, and then they receive an additional 0.5% for each reaching the sectional level. A bonus of 0.5% will be given for reaching the super-sectional level and an additional 0.5% increase will be given for reaching "state."
 - b) Football – Coaches will receive a 0.5% increase if they qualify for the playoffs and for each additional 0.5% for each additional game.
 - c) Track and Bass Fishing – Teams are automatically eligible to participate in sectionals. The coaches will receive a 0.5% increase if athletes advance to the state tournament.
 - d) Cross Country, Golf and Wrestling – Teams are automatically eligible to participate in the regional (but do not have multiple rounds like the bracketed sports). Coaches will receive 0.5% increase if an athlete advances to sectionals and an additional 0.5% increase if they advance to the state level. Wrestling coaches will receive a 0.5% increase if the team reaches sectionals and an additional 0.5% if the team reaches "state."
6. Each coach will receive his/her pay either a) at the end of the season in one lump sum or b) have the coaching salary split into three equal payments at times mutually agreed upon.
7. All experience in all related areas from prior districts (#201 & #203) will carry over to District #404.

8. Coaching Evaluations

- a. The Administration will evaluate head coaches and varsity assistants within thirty (30) days after the close of the coaching season, which will constitute the completion of the state tournament series for the sport to be evaluated.
- b. The assigned administrator will use the approved form developed jointly by the Association and the Board.
- c. The assigned administrator shall insure that the coach being evaluated has seen the evaluation. The coach will signify this by signing and dating the evaluation. The signature indicates that the coach is aware of the evaluation, not necessarily that he or she agrees with the evaluation. The assigned administrator will discuss the evaluation with the coach being evaluated.
- d. Results of any coaching evaluation shall not be included as a part of the employee's evaluation of teaching performance except in the case of severe misconduct.
- e. Evaluations that are poor enough to make retention questionable will be immediately forwarded to the Superintendent.

9. Additional Coaches

All teams have a set number of coaches hired for each season (see attached coaching pay schedule). If the interest in any given sport is larger than expected, the following guidelines will be used to determine the hiring of additional coaches.

- a. The administration, coaches and athletic director will determine if the situation merits cuts or additional coaching staff.
- b. A recommendation will be given to the Board of education seeking approval for the position.
- c. Salaries will be paid as a percentage of the base and will use the same format as the coaching salary schedule (including experience lanes), starting 2% below the lowest paid coaching position for that sport.

<u>High School Sport</u>	<u>0-5 Yrs Exp % Base</u>	<u>6-9 Yrs Exp % Base</u>	<u>10+ Yrs Exp % Base</u>
Head Coaches			
Volleyball	12	13	15
Football	13	14	16
Cross Country	10	11	13
Golf -Boys	10	11	13
Golf - Girls	10	11	13
Basketball – Boys	12	13	15
Basketball – Girls	12	13	15
Wrestling	12	13	15
Track – Boys	12	13	15
Track – Girls	12	13	15
Softball	12	13	15
Baseball	12	13	15
Bass Fishing (2)	5	6	8
Sophomore Coaches			
Volleyball	10	11	13
Football	11	12	14
Basketball-Boys	10	11	13
Basketball-Girls	10	11	13
Softball	10	11	13
Baseball	10	11	13
Assistant Coaches (No. Needed)			
Volleyball (1)	9	10	12
Football (4)	9	10	12
Wrestling (2)	9	10	12
Softball (1)	9	10	12
Baseball (1)	9	10	12
Track-Boys (1)	9	10	12
Track-Girls (1)	9	10	12

<u>Jr High Sports</u>	<u>0-5 Yrs Exp % Base</u>	<u>6-9 Yrs Exp % Base</u>	<u>10+ Yrs Exp % Base</u>
Volleyball			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Football			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Asst Coach (2)	7	8	10
Boys Basketball			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Girls Basketball			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Wrestling			
Head Coach	8	9	12
Asst Coach	7	8	10
Boys Track			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Girls Track			
7 th Grade Head Coach	8	9	11
8 th Grade Head Coach	8	9	11
Girls Softball			
Head Coach	8	9	12
Asst Coach	7	8	10
Cross Country			
	8	9	11

APPENDIX C

EXTRA DUTY PAY

A. Work Group Pay

Teachers whose extra duty stipends are designated Committee Pay Position shall receive \$20 per hour for meetings attended. Teachers who serve as committee chairs shall receive \$40 per hour.

B. Additional Load Compensation

Teachers shall attend two (2) required activities past the contractual day per school year as decided by each building principal at the start of the school year (i.e. open house, RtI programs, graduation, music programs, etc.).

C. Homebound Tutoring

Teachers who agree to tutor homebound students shall be paid \$20 per hour plus mileage.

D. Shared Extra Duty Positions

Extra duty positions which indicate two (2) advisors, will pay each advisor the full stipend. With administrative approval, advisor positions may be shared between more than one (1) person, providing the stipend be divided accordingly.

E. Pay Determination Source

Extra duty salaries are figured on the percentage of this year's base salary (BA lane, Step "0").

F. EXTRA DUTY POSITIONS

DISTRICT

District Mentor- Lead Position	2%
Mentoring	4%
Curriculum Council	4%
P.B.I.S. (1 team per bldg)	Work Group Pay
Student Assistance Team (1 team per bldg)	Work Group Pay
Building Leadership Team (1 team per bldg)	Work Group Pay
Special Education Building Team Leader (1 per bldg)	3%

HIGH SCHOOL

Cheer Advisor	7.5%
Drama (2 positions)	5.5%
FFA Advisor	10%
Flag Advisor	2%
Freshman Class Advisor (2 positions)	0.5%
Instrumental Groups	16%
Junior Class Advisor (2 positions)	1%
Key Club Advisor	3%
Majorette Sponsor	2%
Musical (2 positions)	5.5%
National Honor Society	0.5%
Dance Team Advisor	4.5%
Scholastic Bowl Advisor	4.5%
Senior Class Advisor (2 positions)	1%
Sophomore Class Advisor (2 positions)	0.5%
Student Council	4.5%
Vocal Groups	11%
Weight Room Coordinator	12%
Yearbook Advisor	6%
Athletic Director	20%
Art	6%

JUNIOR HIGH SCHOOL

Cheer Advisor	4.5%
Instrumental Groups	2%
Scholastic Bowl Advisor	1.5%
Spelling Bee Coordinator	0.5%
Student Council	3.5%
Vocal Groups	2%
Athletic Director	12.5%