

MASTER CONTRACT

UNITED CUSD #304
BOARD OF EDUCATION

AND

UNITED EDUCATION
ASSOCIATION

2018 - 2021

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**MASTER CONTRACT
UNITED DISTRICT 304 BOARD OF EDUCATION
UNITED EDUCATION ASSOCIATION**

PREAMBLE

The District Board of Education of District 304, hereinafter referred to as the "District Board", and the United Education Association, hereinafter referred to as the "Association", recognize that the aim of public school is to provide the best education possible for children and youth in the district without interruption.

Attainment of educational objectives of the district requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Uniform Code of Ethics of the Education Profession.

ARTICLE 1. RECOGNITION

The District Board hereby recognizes the U.E.A., affiliated with I.E.A. - N.E.A., as the exclusive and sole negotiation agent for all regularly employed full time and part time certificated personnel except the following classifications: Superintendent, Principals, and other administrative or supervisory personnel and any managerial, confidential, and short term employees as set forth in the Section 2(b) of the IELRA.

ARTICLE 2. DEFINING OF RESPONSIBILITIES AND RIGHTS

- A. The District Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- B. Employers shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees and direction of employees. Employers, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment, as well as the impact thereon, upon request by employee representatives.

To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of the Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours, or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act. (As stated in Section 4 of the Law)

Additional matters may be negotiated if mutually agreed upon.

- C. As a duly elected body exercising governmental power under color of law of the State of Illinois, the District Board undertakes and agrees that it will continue not to directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of Illinois and the United States; that it will continue not to discriminate against any teacher with respect to hours, wages, terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the District Board, or his institution of any grievance, complaint, or proceeding under this agreement.
- D. Teachers shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.

Reasonable request for access by Association representatives to work areas of professionals represented by the Association will be granted by the administration provided that no interference with the instructional program would be occasioned by the granting of such requests and provided all visitors obtain permission from the Superintendent's office before proceeding to their ultimate destinations.

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating unit's business on behalf of the members of the negotiating unit. All material so disseminated through school channels must be approved by the Superintendent or his designee. The Association shall also have the right to hold general membership meetings on school district property provided such meetings in no way interfere with any aspect of the instructional program and provided that if such meetings entail additional maintenance or custodial expenses, the Association will assume the additional charge.

The Association shall be allowed to use bulletin board space in each school. Only representatives of the Association will use bulletin boards for Association business.

- E. No Association's views on matters relating to Supervisor-teacher or District Board-teacher relationships will be discussed in the presence of students.
- F. Any teacher who is required to appear before the District Board to answer a charge which may result in discipline, suspension, demotion, or discharge may be represented by the Association at such meeting. The Teacher shall be given at least forty-eight (48) hours notice of such meeting and the nature of the charge.
- G. A teacher will be given notice of a change in a tentative assignment by July 15. If a teacher's tentative assignment is changed thereafter due to student enrollment, staff changes, or other reasons, the superintendent will meet with the teacher and discuss the reason for the assignment change.
- H. The Association shall be given the name and address of each newly hired full-time teacher.
- I. Fair Share: Except those who were non-members on November 1, 2004, and who do not subsequently join, each bargaining unit member as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.

In the event that the teacher does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the District Board shall deduct the fair share fee from the wages of the non-member. The District Board shall pay such fee to the Association no later than ten (10) days following deduction.

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

1. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
2. 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 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.

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

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association.

Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

- J. The superintendent shall email the official minutes of the District Board meetings or hearings to the Association President within five working days of their approval.

ARTICLE 3. EFFECT OF AGREEMENT

- A. This agreement shall not be modified in whole or in part except by an amendment in writing duly executed by both the Association and the District Board.
- B. The terms and conditions of this agreement shall be reflected in individual contracts.
- C. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in effect. Should any additional modification or change be made in this agreement it shall be necessary that the parties mutually agree in writing.

ARTICLE 4. NEGOTIATING PROCEDURES

- A. Upon demand of either party, collective bargaining between the employer and an exclusive bargaining representative must begin within 60 days of the date of certification of the representative by the Board, or in the case of an existing exclusive bargaining representative, within 60 days of the receipt by a party of a demand to bargain issued by the other party. Once commenced, collective bargaining must continue for at least a 60-day period, unless a contract is entered into. (As stated in the Law p. 7, Section XII, paragraph 2)
- B. Once an agreement is reached between representatives of the educational employees and the educational employer, and is ratified by both parties, the agreement shall be reduced to writing and signed by the parties. (As stated in the Law p. 6, Section X)
- C. If the parties engaged in collective bargaining have not reached an agreement by 90 days before the scheduled start of the forthcoming school year, the parties shall notify the Illinois Educational Labor Relations Board concerning the status of negotiations. (As stated in the Law p. 7, Section XII, paragraph 1)

Mediation/Fact-Finding (As stated in the Law p. 7, Section XII, paragraphs 3, 4, 5)

If after a reasonable period of negotiation and within 90 days of the scheduled start of the forthcoming school year the parties engaged in collective bargaining have reached an impasse, either party may petition the Board to initiate mediation during this period. However, the services of the mediators shall continuously be made available to the employer and to the exclusive bargaining representative for purposes of arbitration of grievances and mediation or arbitration of contract disputes. If mutually requested by the Association and the District Board, the mediator may perform fact-finding and in so doing conduct hearings and make written findings and recommendations for resolution of the dispute. Such mediation shall be provided by the Board and shall be held before qualified impartial individuals. Nothing prohibits the use of other individuals or organizations such as the Federal Mediation and Conciliation Service or the American Arbitration Association selected by both the exclusive bargaining representative and the employer.

If the parties engaged in collective bargaining fail to reach an agreement within 45 days of the scheduled start of the forthcoming school year and have not requested mediation, the Illinois Educational Labor Relations Board shall invoke mediation.

The costs of fact finding and mediation shall be shared equally between the District Board and the Association.

ARTICLE 5. GRIEVANCE PROCEDURE

DEFINITIONS

- A. A grievance shall be any claim by the Association or any employee that there has been a violation, misrepresentation, and misapplication of the terms of this Agreement as it relates to the employees' rights to fair treatment under the Agreement.
- B. 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 weekdays.

PROCEDURES

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the association, a grievance may be processed as follows:

- A. STEP I - The Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within two (2) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision. The Step I grievance must be filed within twenty (20) days of the occurrence giving rise to the grievance or the teacher or Association's reasonable knowledge of the alleged contract violation. The Step I grievance must include a summary of the factual basis for the grievance, cite the alleged contract sections violated, and identify any requested remedies.
- B. 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 fifteen (15) days after receipt of the Step I 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. 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, including the reasons for the decision.
- C. 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 through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step II answer, then the grievance shall be deemed withdrawn.
 1. Neither the District Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
 2. The arbitrator shall have no power to alter the terms of this agreement.

BYPASS TO SUPERINTENDENT

If the Association and superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

BYPASS TO ARBITRATION

If the superintendent and the Association agree, a grievance may be submitted directly to arbitration.

CLASS GRIEVANCE

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

ASSOCIATION PARTICIPATION - EMPLOYEE REPRESENTED

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

ASSOCIATION PARTICIPATION - EMPLOYEE NOT A MEMBER OF THE ASSOCIATION

When an employee is not a member of the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

BOARD - ADMINISTRATION COOPERATION

The Board and the administration shall cooperate with the Association in the investigation of any grievance.

NO REPRISALS CLAUSE

No reprisals shall be taken by the Board or the administration against any employee because of the employee's participation in a grievance.

RELEASED TIME

Should the investigation or processing of any grievance require that an employee or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.

FILING OF MATERIALS

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

GRIEVANCE WITHDRAWAL

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

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. If the Association fails to appeal the grievance in accordance with the time limits set forth in their grievance procedure, the grievance shall be waived and the Association precluded from further appeal of the grievance.

AAA RULES

At the request of either party, the Expedited Arbitration Rules of the American Arbitration Association shall be used.

The parties shall share the fees and the expenses of the arbitrator equally.

ARTICLE 6. NOTICE OF VACANCIES, PROMOTIONS, AND TRANSFERS

A. POSTING

In the event the District Board determines that a vacancy exists, notice will be posted of such opening in a teaching, administrative, or stipend schedule position for a period of ten (10) working days unless the superintendent determines the position must be filled more promptly due to critical staffing issues or other extenuating circumstances. The vacancy shall be posted on the District website, the mail room bulletin board in each of the District's educational buildings, and emailed to the Association President. Any District teacher who applies for a posted vacancy shall be given an interview unless the superintendent determines the position must be filled more promptly due to critical staffing issues or other extenuating circumstances.

B. VOLUNTARY TRANSFERS

A teacher who informs the superintendent in writing that he or she wishes to transfer to another posted position in the District shall be given an opportunity for an interview prior to the time that the position is filled, unless the superintendent determines that an emergency exists.

C. INVOLUNTARY TRANSFERS PROCEDURES

When the District Board determines that it is necessary to transfer a teacher involuntarily, the teacher so transferred involuntarily may resign without penalty. In the event of an involuntary transfer, the District will consider volunteers who have requested the position in writing; however, the final decision shall be made by the superintendent in accordance with his determination of the best interests of the District.

ARTICLE 7. PERSONNEL FILE

A. CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS

A teacher shall be given a copy of any material to be placed in the teacher's personnel file, excepting pre-employment recommendations, provided the teacher's written response is submitted within thirty (30) days of the receipt of such material.

B. PERSONNEL FILE RIGHTS

The Teacher shall have the right to respond to any material that is entered into their file and his/her response shall be attached to the file. A teacher shall have the right to examine his/her personnel file and to have a representative of the Association accompany him/her in such review. Upon request, the District Board will reproduce any materials in his/her personnel file without cost one time. Thereafter, each copy shall be made at the cost of \$.05 per page except as may be required by law.

ARTICLE 8. TEACHER EVALUATION

The evaluation plan of the District shall be developed with the Association and shall provide a rating system for teacher's performance, provide that a copy of the evaluation shall be placed in the teacher's personnel file, provide for a post evaluation conference, and provide for the opportunity for a teacher to sign the completed evaluation. The plan shall specify that the teacher's signature does not necessarily constitute agreement to the substance of the evaluation. The plan shall specify that a teacher may file a written response to the evaluation, that the evaluation and response shall be attached and placed in the teacher's personnel file, and that the supervisor will sign the response acknowledging receipt. Only regularly employed and qualified District administrators will evaluate teachers.

ARTICLE 9. SUSPENSION

The District Board may suspend a teacher with pay at its discretion. The District Board may suspend a teacher without pay for cause due to misconduct, violation of the rules of the Board or other failure to perform professional responsibilities. Prior to suspension without pay for cause, the teacher shall be given an opportunity to be heard by the Board on the suspension. In no case shall a disciplinary suspension without pay extend for more than ten (10) workdays. Nothing in this Article shall be construed to have any application to any procedure for dismissal and shall not restrict the ability to suspend a teacher without pay following adoption of a Board resolution and prior to hearing on the dismissal. The Association President will be notified the same day as the association member of a suspension.

ARTICLE 10. SENIORITY

A. SENIORITY

Seniority will be defined as the length of continuing service as a teacher in the District beginning with the first day on which full-time, probationary teaching duties are performed, provided, however, that less than full-time teaching service will be computed on a pro rata basis. Unpaid leaves of absence approved by the District Board will not constitute a break in teaching service provided, however, that unpaid leaves of absence of more than ninety (90) consecutive working days will not be counted in determining seniority.

B. SENIORITY TIEBREAKER

1. If total continuing service as a teacher with the District is equal between two or more teachers, then seniority will be determined by total service as a teacher with the District, whether or not continuous. (Such service will be computed as described in paragraph A above.)
2. If total service as a teacher with the District is equal between two or more teachers, then seniority will be determined by educational lane placement on the salary schedule and

the teacher with the more advanced lane placement (i.e., furthest horizontal lane advancement) will be considered the most senior.

3. If total service as a teacher with the District and educational lane placement are equal between two or more teachers, then seniority will be determined by total service as a teacher outside of the District.
4. If two or more teachers remain equal in seniority after application of the above-listed factors, the teacher with the greatest seniority will be decided by drawing lots.

C. LOSS OF SENIORITY

Seniority is lost upon resignation, dismissal for cause, retirement, failure to return within ten (10) days from a leave of absence, refusal of recall to a regular position or failure to respond within ten (10) days after the mailing of a written recall notice sent by certified mail. The Association President will be notified the same day as the teacher of the loss of seniority.

ARTICLE 11. REDUCTION IN FORCE AND RECALL

A. SEQUENCE OF HONORABLE DISMISSAL LIST PROCEDURES

At least 75 days before the end of each school term, the Superintendent shall distribute copies of a Sequence of Honorable Dismissal list ("SOD List"), categorized by teaching positions and the RIF groupings set forth in Section 5/24-12 of The School Code to the UEA President. The District may move teachers from RIF grouping one into another RIF grouping during the period of time from 75 days until 45 days before the end of the school term. Each teacher must be categorized into one or more positions for which the teacher is qualified to hold, based upon legal qualifications and any other qualifications established in a District job description. Legal qualifications, as used in this Article, shall include all statutory and regulatory prerequisites for teaching service in a specific position, including the certification requirements of Article 21 of The School Code, the academic experience requirements of the State Board of Education No. 1 (or its successor or supplementary regulations), and any additional job description requirements for the position established on or before May 10 prior to the school year during which the sequence of dismissal is determined.

B. REDUCTION-IN-FORCE AND RECALL PROCEDURES

If the Board's decision to decrease the number of teachers employed or to discontinue some type of teaching service requires the RIF dismissal of teachers, the Board shall dismiss teachers in the position(s) affected by the RIF in order of the teachers' RIF grouping, with teachers in RIF grouping one dismissed first and teachers in RIF grouping four dismissed last. The sequence of dismissal within RIF grouping one is at the District's discretion. Within RIF grouping two, teachers with the lowest average performance evaluation ratings based upon the teacher's previous two (2) performance evaluation ratings will be dismissed first. Within RIF groupings three and four, the teacher with the shortest length of continuing District service as defined by Article 10 shall be dismissed first. Teachers dismissed shall receive notices of honorable dismissal at least 45 days before the end of the school term in accordance with the requirements of Section 5/24-12 of The School Code.

If a vacancy occurs for the following school term or within one calendar year from the beginning of the school term following its reduction-in-force, the Board shall tender the vacant position to the honorably dismissed teachers in RIF groupings three or four who are legally qualified to hold the position in inverse order of RIF dismissal. Any recalled teacher shall retain his or her accrued

rights and all accumulated seniority; however, any period after the honorable dismissal during which the tenured teacher did not teach shall not be counted towards seniority. A teacher in RIF grouping two will be entitled to limited recall rights pursuant to Section 5/24-12(b) of the School Code, provided the teacher meets the qualifications for limited recall rights under the statute based upon their previous performance rating.

To be eligible for recall, an honorably dismissed teacher must provide the District Board in writing, prior to the last day of the school term of dismissal, with the address where the teacher may be reached. The teacher must also notify the District Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance of any vacant position tendered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. Any teacher who rejects an offer of a full-time vacant position shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

ARTICLE 12. CALENDAR -- WORK LOAD

A. LENGTH OF WORK DAY

The length of the instructional workday for all teachers shall be no less than 7 hours and 45 minutes broken down by building below. However, the principal may release a teacher after the last class in the afternoon upon being satisfied that a good cause exists.

UHS - 7:45 - 3:30

UJHS 7:45-3:30

UWE 8:00-3:45

UNE 8:00-3:45

1. LUNCH PERIODS

All full-time teachers shall have a duty free lunch period of not less than thirty (30) minutes per day.

2. PREPARATION TIME

Junior and Senior High School Teachers shall receive as a preparation time a period of time no less than a class period.

The Association reserves the right to bargain the impact of any change in the class schedule.

Elementary teachers shall receive as a preparation time a period of time during the school day of thirty (30) minutes but not less than twenty-five (25) continuous minutes during which students are involved in for recess, physical education, art or other such activities.

3. Subject to prearrangement with the building principal, athletic coaches/extracurricular sponsors will be released at the end of the teacher instruction time to enable them sufficient time to travel to practices. Sponsors/coaches will be released from all duties for contests.

Nothing in this section shall operate to deny any teacher a lunch period as otherwise provided in this Agreement. Nothing in this section shall operate to limit the ability of the administration to schedule additional preparation time.

B. CLASS SIZE

The parties recognize that class size is dependent upon the financial resources of the district and the District Board's determination of the best interests of the students. The District Board acknowledges as its goal suitable and appropriate class sizes and invites Association comment upon its efforts to achieve those goals.

C. THREAT TO TEACHERS

Any case of assault or telephone threats upon a teacher shall be promptly reported to the administration. The District Board shall provide all reasonable assistance to the teacher in handling the incident by law enforcement and judicial authorities.

D. EARLY DISMISSALS

The District Board shall designate seven (7) days in the school year for a two-hour early dismissal. This time is to be spent on building collaboration, grade level collaboration, subject area collaboration, student growth, AIMSWEB, PARCC, state mandated training, common core, ACT, and Aspire. There will be an early dismissal day at the end of each semester for the purpose of grade preparation.

E. PARENT-TEACHER CONFERENCES

On Thursday of all district parent-teacher conferences, the students shall be dismissed early, and parent-teacher conferences will be from 4:00 p.m. to 8:00 p.m. On Friday there will be no students, and conferences will be from 8:30 a.m. to 11:30 a.m. The two-hour early dismissal day in February of each year will be designated as an additional parent-teacher conference from 1-6:30 p.m. Each building's participation in this parent teacher conference will be optional and at the discretion of the building administrator. The teachers in the participating buildings will be compensated at the committee pay rate for any time in which conferences takes place beyond their contractual day.

F. SCHOOL YEAR

UEA will have seen the upcoming calendar before the school board approval.

ARTICLE 13. EMERGENCY SCHOOL CLOSING

A. NOTIFICATION PROCEDURE

When school is canceled due to inclement weather or other emergency, notifications of the closing of schools will be released for broadcast over Galesburg, Monmouth, and Aledo radio stations. The District shall develop and use a phone system to contact employees.

B. BOMB THREAT PROCEDURE

No Teacher shall be required to search for the bomb in the event school is evacuated due to a bomb threat.

ARTICLE 14: IN-SERVICE TRAINING AND SCHOOL IMPROVEMENT DAYS

The Association shall, at its discretion, provide the District Board with recommendations as to the content and scheduling of in-service training programs based upon teacher input.

One full school improvement day per school year shall be organized and used to integrate a district-wide vertical alignment of curriculum, unless deemed unnecessary by the District Professional Development Committee.

ARTICLE 15. DISSOLUTION AND ANNEXATION, COMBINATION, UNIT DISTRICT FORMATION, CONVERSION, DEACTIVATION, OR OTHER FORM OF REORGANIZATION OF THE DISTRICT

In the event the District Board votes to combine with another school district, or, in the event the Board receives notice from another school district of its petition to combine with this school district, the District Board shall notify the Association of the vote or petition and shall offer to enter into negotiations with the Association regarding the impact of such combination upon the faculty of this District.

ARTICLE 16. LEAVES

A. SICK LEAVE

The District Board will grant twelve (12) days of sick leave privileges with pay each year and such days may be accumulated without limitation. Upon accumulation of 100 sick days, the District Board will grant fifteen (15) sick days per year. If a teacher falls below 100 days, the teacher will return to twelve (12) sick days. Sick leave days will be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The use of sick leave will be determined by section 122-24-6 of the Illinois School Code. "Immediate family" includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition to the "immediate family" defined by section 122-24-6, this section shall include a son-in-law and daughter-in-law.

Teachers who work less than full-time shall receive prorated sick days equal to the amount of time worked each day. These days can accumulate for part-time teachers.

B. PERSONAL LEAVE

Each teacher will be allowed two (2) days personal leave per year. Teachers with fifteen (15) years of service in the District will be allowed three (3) days personal leave per year. Teachers with twenty-five (25) years of service in the District will be allowed four (4) day of personal leave per year. Teachers who work less than full-time shall receive prorated personal days equal to the amount of time worked each day. Unused personal leave days will be automatically added to the accumulated sick leave at the end of the year. On workdays immediately preceding or following a day of non-attendance (holiday), a limit of 10% of District teachers may utilize personal leave. Personal days on these dates will be granted by the superintendent on a first come, first served basis. Leave request forms must be filled out, dated, and turned into the Superintendent or his designee. The superintendent or his designee will respond to the request in fewer than 10 working days. The superintendent may grant additional leaves on these dates based on extenuating circumstances and substitute availability.

C. PROFESSIONAL LEAVE (PAID)

Teachers may request professional leave to attend conferences and other professional activities. Such requests shall be considered on a case by case basis by the District and may be granted as the District determines the needs of the District may warrant.

D. ASSOCIATION DAYS

The United Education Association will be allowed four days per school year of released time for the handling of Association business as deemed appropriate by the Association President(s). The Association will pay for the substitute for those days.

E. SABBATICAL LEAVE

The Board of Education will consider requests for Sabbatical leave for tenured teachers as provided in Section 24: 6-1 of the School Code.

F. BEREAVEMENT LEAVE (PAID)

Teachers shall be granted bereavement leave for leave connected with the attending of funerals of the immediate family as follows:

1. Each employee shall be granted up to one (1) bereavement day with pay per occurrence to be used in the event of the death of the teacher's grandfather-in-law, grandmother-in-law, aunt, uncle, niece, nephew, or cousin.
2. Each employee shall be granted up to two (2) bereavement days with pay per occurrence to be used in the event of the death of the teacher's brother, sister, legal guardian, children-in-law, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or foster child.
3. Each employee shall be granted up to three (3) bereavement days with pay per occurrence to be used in the event of the death of the teacher's spouse, child, stepchild, father or mother.
4. Bereavement leave shall not accumulate and is not transferable. Bereavement day(s) taken pursuant to this clause shall not be deducted from sick leave.
5. Additional leave for bereavement may be granted at the Superintendent, or his/her designee's discretion.

G. FAMILY LEAVE

The collective bargaining agreement is bound to the parameters established by state and federal law. Consequently, Family Leave is subject to the U.S. Department of Labor (Wage and hour Division) Family and Medical Leave Rights and Procedures. This reference is included in the addendum at the end of the master contract.

H. JURY SERVICE AND SUBPOENA (PAID)

There shall be no loss of pay due to jury service by a teacher or subpoena issued by the clerk of a court and served on the employee who attends a trial or gives a deposition in any matter arising from his/her employment as a teacher pending in a court, provided, however, that the amount received for jury service or per diem fees for the subpoena shall be given to the District by the teacher.

I. OTHER LEAVE OF ABSENCE (NON PAID)

The District Board, in its discretion, may grant non paid leaves of absence for study, child care, or other appropriate causes. Leaves shall be granted without loss of accrued sick leave, tenure, or seniority.

J. WORKERS COMPENSATION

If a teacher qualifies to receive benefits under the District's workers compensation insurance policy, the District will pay the balance of his/her regular contract salary for the duration of said eligible worker's compensation claim. If the teacher wishes to be paid directly by the District for his/her full regular contract salary during a workers compensation benefit period, the teacher shall sign over by endorsement or reimburse to the District any benefits paid to the employee by the District's insurance carrier.

ARTICLE 17. CONTINUING EDUCATION

A. COLLEGE CREDIT

Additional salary for increased graduate level college credit toward a Master's Degree will be granted for work completed by September 1 and December 31 of the contract year. Additional salary for graduate level work beyond the Master's Degree will be granted annually on September 1. In both cases, the teacher must meet the stated deadlines for approval of the credit. Teachers who have a Master's degree as a means to earn initial certification will be placed at the BA Level.

Teachers who have earned graduate credit, as a means to earn initial certification, will not be given credit for that coursework and movement on the salary schedule.

Coursework must be in an area to advance professional teaching proficiency or a certified graduate degree program and be pre-approved by the teacher's building principal and the superintendent.

All hours must be earned at an N.C.A.T.E. accredited college/university. Hours at a non-N.C.A.T.E. college/university must be pre-approved by the building principal and the superintendent.

A final grade of B or above must have been earned.

An official transcript from the college/university demonstrating successful completion must be on file in the District's administrative office.

The employee must be in active pay status.

Teachers taking such coursework must have completed the course prior to September 1 and December 31, if applicable, in order to receive credit for horizontal movement on the salary schedule for the current year. Transcripts must be filed in the Superintendent's office by September 1 in order to be reflected in the September 15 paycheck and by December 31 to be included in the January 15 paycheck. In no case will a transcript be accepted for this purpose after September 1 or December 31.

B. TUITION REIMBURSEMENT

The Board will reimburse teachers up to eighteen (18) graduate credit hours per year. The District Board will reimburse teachers up to \$200 per semester hour of the tuition cost. Proof of tuition payment amount must be provided to the superintendent. The District reimbursement amount is not to exceed the cost of the course tuition.

ARTICLE 18. INSURANCE

A. MEDICAL, DENTAL, VISION AND LIFE INSURANCE

The District Board shall pay up to 90% of the per month premium cost for individual health insurance coverage under the District's plan. The employee will be responsible for the first \$1000 deductible each policy year. The District Board will solicit input from the Association regarding the nature of the plan coverage and identity of the carrier prior to approval. The District Board will pay 100% of the per month premium cost for an individual dental and vision plan of the District's choice.

The District Board will also pay 100% of the premium of a life insurance policy provided at a maximum of \$25,000. The Association and/or the District Board shall retain the right to bargain the impact of any change in plan coverage.

Teachers may purchase dependent and/or family health, dental, or vision insurance subject to the District carrier's approval. If the health insurance is re-bid or changed by the District Board, all currently insured employees and dependents shall be included as part of the bid specifications.

The District Board will include one UEA officer and one member to represent the Association in matters pertaining to changes in the District's health insurance provider.

B. END OF EMPLOYMENT

Health insurance will terminate as soon as the District's insurance carrier's policy allows for teachers who have had their employment terminated by the District Board or who resign their position prior to the completion of their contract year. Teachers who tender their resignation or retirement following the end of their contract year shall receive health insurance through the end of the contract year, August 31st.

C. VOLUNTARY SICK LEAVE BANK

Any employee covered under the terms of this contract shall be eligible to participate in a VOLUNTARY sick leave bank. The intent is to provide extended sick leave benefits to those persons who incur a period of extended illness, injury, or hospitalization. A person will only be eligible for sick leave bank benefits after using all personally accumulated sick days, personal days, and subsequently one (1) day of pay deduction.

New participants in the voluntary sick leave bank shall submit written notice by August 30 of intent to participate on a form provided by the United Education Association. If a new employee is hired during the school year he/she may take part in the sick bank by submitting intent to participate form provided by the UEA. They will have two (2) weeks from the first day of employment to decide if he/she wants to take part in the sick bank.

Each employee electing to participate in the bank shall contribute one (1) sick day to the sick bank each year until the sick leave bank reaches the minimum capacity of one hundred (100) days. In case of depletion of the sick leave bank below one hundred (100) days all employees enrolled will automatically have one (1) sick day deducted and added to the sick bank. The UEA president will notify all members of the sick bank in writing of the depletion of sick bank days and that an automatic one (1) sick day will be taken out of their personal sick days on said date that it will occur.

Membership is automatically renewed each year unless a member submits written notice of cancellation by August 30 of the school year in which cancellation is desired. A participant may cancel membership by indicating in writing directed to the attention of the UEA president. Cancellation of sick leave bank membership, regardless of reason, shall mean forfeiture of any claim to their contributed days and benefits of membership.

The intent of the bank is to provide additional financial protection to those employees who incur a period of prolonged illness, injury, or hospitalization, as verified in writing by a physician. The bank is not applicable to any employee utilizing days for illness in the family except in emergency situations following approval of the Superintendent and UEA president. It remains the intent of both parties to strive to retain good attendance in the district. It is not the purpose of this bank to provide additional days to employees who have exhausted their accumulated sick leave and are applying for days because of colds, sore throats, flu, or some other temporary, commonplace illness.

Authorized withdrawals by participating employees of the sick leave bank shall be made only upon approval of the sick leave bank committee and their decision shall be final. No one shall draw from the bank until a doctor's certificate of illness is presented to the sick bank leave committee, certifying that the employee is unable to work due to a prolonged illness, injury, or hospitalization.

The sick leave bank committee will be composed of three (3) members elected by their union. They will act on all matters that concern the policies and decisions of the sick leave bank. The sick leave bank committee shall write its own regulations and make regulations available to all members of the bank, administration, and school board. These regulations shall be listed in this contract, and subsequent contracts, for so long as this bank remains in effect.

Any member of the UEA may donate his/her unused sick days to the sick bank.

Any member who is absent for illness or injury due to a work related accident (which is compensational under the Illinois Workers' Compensation Act) will not avail himself/herself to any benefits of the bank.

The voluntary sick leave bank shall not be subject to the grievance procedure contained in this Agreement.

This section of the contract shall not be an open issue for subsequent bargaining unless both parties agree.

ARTICLE 19. COMPENSATION

A. PAYROLL SCHEDULE

Each teacher shall be paid in twenty-four (24) equal installments on the 15th and 29th of the month. If a regular pay date falls on a day when the District is not in session, the teacher shall receive pay on the last workday preceding the scheduled pay date. All employees will have their installments paid via direct deposit.

B. ADDITIONAL LOAD COMPENSATION Any teacher, who fails to get a preparation period on a school day, as provided in Article 12, Section A, Number 2, shall be paid twenty-five dollars (\$25.00) for such day excepting on days when the school day is shortened.

Any required committee meeting beyond the contractual day shall be paid at the hourly rate of fifteen (\$15) dollars. Committee membership shall be at the discretion of district administration.

C. SALARY COMPUTATION

Salary shall be deducted or increased for a full workday by a factor of 1/180 of the full-time teacher's salary.

D. LONGEVITY INCREMENT

The longevity salary will begin after row 24 of the appropriate column. The employee will receive the average salary schedule increase of the term of the contract.

E. EXTRA-CURRICULAR

Subject to pre-approval of the UEA, Board of Education, and teachers performing extracurricular activity assignments, the contractual stipend for the assignment may be shared by participating teachers as appropriate based upon each teacher's role and participation in supervising the extra-curricular activity.

ARTICLE 20. OTHER PAY RATES

A. HOMEBOUND

Homebound teaching assignments will be paid at \$25 per hour, not to exceed 5 hours per week.

B. MILEAGE

Whenever possible a District owned vehicle should be used for District purposes. When a teacher is required to use a personal vehicle for daily/regular transportation between District buildings, the teacher shall be paid for one authorized direction of that trip at the IRS rate per mile as of July 1 of the current year. The one-way distance between facilities will be determined before the start of the school year in which the travel is required.

ARTICLE 21. RETIREMENT

A. ANNUAL LIMIT ON TRS CREDITABLE EARNINGS

1. A teacher who provides written notice of his/her intent to retire by January 1 shall receive annual increases in his/her TRS creditable earnings (including, but not limited to, vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives) of 6% for any years remaining before retirement that would be used to calculate the teacher's final average earnings salary ("FAS") for TRS retirement purposes, provided that the teacher retires without any Board penalty or contribution due or owing to TRS. Notwithstanding any contrary or other provision of this contract, including, but not limited to, vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives, in the event a teacher's TRS creditable earnings for any school year used to determine the teacher's FAS for TRS retirement purposes annually would increase by more than 6%, the teacher shall only receive the maximum 6% creditable earnings allowed under this provision.
2. If a teacher submits a notice of retirement and begins receiving FAS creditable earnings increases in accordance with this provision and subsequently rescinds his/her notice of intent to retire, the amount of FAS creditable earnings received in excess of the annual salary increase received by the teacher pursuant to the teacher salary schedule, will be deducted from the teacher's regular salary in equal installments for the same number of pay periods in which he/she received the FAS creditable earnings increases under this Article.
3. If a teacher submits a notice of retirement and incurs creditable earnings reductions which limit their annual salary to 6% in accordance with paragraph A.1. above, and subsequently rescinds his/her notice of intent to retire, an amount equal to the reduction in the teacher's creditable earnings will be added to the teacher's regular salary in equal installments for the same number of pay periods in which he/she received the FAS creditable earnings reductions under this Article provided that these additional creditable earnings payments shall not be paid in any school year which would be used to calculate the teacher's FAS for TRS retirement purposes as set forth in paragraph A.1. above.
4. If a teacher submits a notice of retirement and ceases to serve in an extra-curricular stipend paid position for any or all of the remaining years of their employment, the amount of said stipend (from the previous year) will be deducted from the previous year's TRS creditable earnings prior to figuring the 6% increase in accordance with paragraph A.1. above.
5. If legislation prohibits the stated increases from this article, the Board reserves the right to open Article 21 of the contract to negotiate the change in legislation.

B. UNUSED SICK DAYS

Upon retirement, unused sick days beyond 360 shall be paid to the retiree at \$50 per day after the last employment check to the retiree has been dispersed.

ARTICLE 22. NO STRIKE PROVISION

During the term of this agreement or any extension thereof, no teacher covered by this Agreement or the Association, nor any person acting on behalf of the Association shall ever engage in, authorize, or instigate a strike of the United District teachers.

ARTICLE 23. BOARD'S RIGHTS

The District Board retains all rights not restricted by the specific terms of this Agreement.

ARTICLE 24. DURATION

This contract becomes effective beginning July 1, 2018 and ends at 11:59 p.m. on the day prior to the beginning of the 2021-2022 school year.

Date: _____

Date: _____

President - U.E.A.
United Education Association

President - United C.U.S.D. 304
Board of Education

Bargaining Committee Member - U.E.A.
United Education Association

Secretary - United C.U.S.D. 304
Board of Education

ADDENDUM

References: The collective bargaining agreement is bound to the parameters established by state and federal law. Consequently, this addendum to the master contract lists resources that will super cede the language within this contract as legislation is enacted. The list is not all-inclusive.

TOPIC	Reference
Illinois School Code*	Illinois School Code (105 ILCS 5/) Illinois State Board of Education
Collective Bargaining Procedures	Illinois Education Labor Reform Act (115ILCS 5/) Illinois Education Labor Reform Board
Family and Medical Leave Rights and Procedures	U.S. Department of Labor (Wage and Hour Division)
Retirement and Pension Tier I and Tier II	Illinois Pension Code (40/ILCS 5/16-101) Illinois Teachers' Retirement System
Worker's Compensation	Illinois Worker's Compensation Act (820 ILCS 305/) Illinois Worker's Compensation Commission

*For a list of topics covered by Illinois School code, view the appendix at the following link:
<http://ilga.ov/legislation/ilcs/ilcs3.asp?ActID=1005&ChapterID=17>

2018-2019 Teachers Salary Schedule

	B	B+8	B+15	B+23	M	M+8	M+15	M+23	M+30
1	34,790	35,620	36,451	37,282	38,279	39,381	40,483	41,585	42,686
2	35,454	36,302	37,149	37,996	39,013	40,136	41,260	42,383	43,507
3	36,132	36,995	37,860	38,724	39,761	40,907	42,054	43,201	44,347
4	36,823	37,705	38,586	39,468	40,526	41,695	42,863	44,033	45,202
5	37,529	38,427	39,328	40,226	41,305	42,497	43,689	44,882	46,075
6	38,248	39,164	40,082	41,000	42,101	43,316	44,532	45,749	46,965
7	38,982	39,917	40,853	41,788	42,911	44,151	45,392	46,632	47,873
8	39,730	40,684	41,638	42,592	43,738	45,003	46,269	47,533	48,799
9	40,493	41,467	42,441	43,414	44,581	45,872	47,163	48,453	49,745
10	41,272	42,264	43,257	44,251	45,441	46,758	48,074	49,391	50,707
11	42,066	43,079	44,091	45,105	46,319	47,663	49,006	50,348	51,691
12	42,876	43,909	44,942	45,976	47,215	48,584	49,954	51,324	52,693
13	43,702	44,756	45,810	46,864	48,127	49,525	50,922	52,320	53,716
14	44,545	45,620	46,695	47,770	49,059	50,484	51,909	53,334	54,759
15	45,405	46,501	47,598	48,694	50,009	51,463	52,916	54,370	55,823
16	46,282	47,400	48,518	49,636	50,979	52,461	53,943	55,425	56,908
17	47,176	48,317	49,458	50,598	51,966	53,478	54,991	56,503	58,016
18	48,089	49,251	50,415	51,578	52,974	54,517	56,059	57,601	59,144
19	49,019	50,206	51,392	52,579	54,003	55,576	57,149	58,722	60,296
20	49,969	51,180	52,389	53,599	55,051	56,656	58,261	59,865	61,470
21	50,937	52,171	53,405	54,640	56,121	57,759	59,395	61,032	62,668
22	51,924	53,183	54,443	55,702	57,212	58,882	60,552	62,221	63,892
23	52,932	54,216	55,500	56,784	58,326	60,028	61,731	63,434	65,137
24	53,959	55,269	56,579	57,889	59,461	61,197	62,935	64,672	66,408
	1	2	3	4	5	6	7	8	9

Extended Contract Days

Voc Ag - 40 Days

HS Band - 25 Days

JH Tech - 20 Days

2nd Ag - 15 Days

HS Counselor - 14 Days

JH Counselor - 10 Days

HS Choir - 10 Days

Elementary Counselors - 5 Days

2019-2020 Teachers Salary Schedule

	B	B+8	B+15	B+23	M	M+8	M+15	M+23	M+30
1	35,033	35,870	36,706	37,543	38,547	39,657	40,766	41,876	42,984
2	35,703	36,556	37,409	38,262	39,286	40,417	41,549	42,680	43,812
3	36,384	37,254	38,125	38,995	40,040	41,194	42,348	43,503	44,657
4	37,081	37,969	38,856	39,744	40,809	41,987	43,163	44,341	45,518
5	37,791	38,696	39,603	40,508	41,594	42,794	43,995	45,196	46,397
6	38,516	39,439	40,362	41,287	42,395	43,619	44,844	46,069	47,294
7	39,255	40,196	41,139	42,081	43,212	44,460	45,709	46,959	48,208
8	40,009	40,969	41,929	42,891	44,044	45,318	46,593	47,866	49,140
9	40,777	41,757	42,738	43,717	44,893	46,193	47,493	48,792	50,093
10	41,560	42,560	43,560	44,561	45,759	47,085	48,411	49,737	51,062
11	42,361	43,381	44,400	45,421	46,644	47,996	49,349	50,700	52,053
12	43,176	44,217	45,257	46,298	47,545	48,924	50,304	51,683	53,062
13	44,008	45,069	46,131	47,192	48,464	49,872	51,278	52,686	54,092
14	44,857	45,939	47,022	48,105	49,402	50,838	52,272	53,708	55,143
15	45,723	46,826	47,931	49,034	50,359	51,823	53,286	54,750	56,214
16	46,606	47,732	48,857	49,984	51,336	52,828	54,320	55,813	57,306
17	47,506	48,656	49,805	50,952	52,330	53,853	55,376	56,898	58,422
18	48,425	49,596	50,768	51,939	53,345	54,898	56,452	58,004	59,558
19	49,362	50,557	51,752	52,947	54,381	55,965	57,549	59,134	60,718
20	50,319	51,538	52,756	53,974	55,437	57,053	58,668	60,284	61,901
21	51,294	52,536	53,779	55,023	56,514	58,163	59,811	61,459	63,107
22	52,288	53,556	54,824	56,091	57,613	59,295	60,976	62,657	64,339
23	53,302	54,595	55,889	57,182	58,734	60,449	62,163	63,878	65,593
24	54,337	55,656	56,975	58,294	59,877	61,626	63,376	65,125	66,873
	1	2	3	4	5	6	7	8	9

Extended Contract Days

Voc Ag - 40 Days

HS Band - 25 Days

JH Tech - 20 Days

2nd Ag - 15 Days

HS Counselor - 14 Days

JH Counselor - 10 Days

HS Choir - 10 Days

Elementary Counselors - 5 Days

2020-2021 Teachers Salary Schedule

	B	B+8	B+15	B+23	M	M+8	M+15	M+23	M+30
1	35,209	36,049	36,890	37,731	38,740	39,855	40,970	42,085	43,199
2	35,881	36,739	37,596	38,454	39,482	40,619	41,757	42,893	44,031
3	36,566	37,441	38,316	39,190	40,240	41,400	42,560	43,721	44,880
4	37,267	38,159	39,051	39,943	41,013	42,197	43,379	44,563	45,746
5	37,980	38,890	39,801	40,710	41,802	43,008	44,215	45,422	46,629
6	38,709	39,636	40,564	41,493	42,607	43,838	45,068	46,300	47,530
7	39,451	40,397	41,344	42,291	43,428	44,683	45,938	47,194	48,449
8	40,209	41,173	42,139	43,105	44,265	45,545	46,826	48,105	49,386
9	40,981	41,966	42,951	43,936	45,118	46,424	47,731	49,036	50,343
10	41,768	42,773	43,778	44,784	45,988	47,321	48,653	49,985	51,318
11	42,573	43,597	44,622	45,648	46,877	48,236	49,595	50,954	52,313
12	43,392	44,438	45,483	46,529	47,783	49,169	50,555	51,942	53,327
13	44,228	45,295	46,362	47,428	48,706	50,121	51,535	52,949	54,363
14	45,081	46,169	47,257	48,345	49,649	51,092	52,534	53,976	55,418
15	45,951	47,061	48,170	49,280	50,611	52,082	53,552	55,024	56,495
16	46,839	47,971	49,102	50,234	51,592	53,092	54,592	56,092	57,593
17	47,743	48,899	50,054	51,207	52,592	54,122	55,652	57,183	58,714
18	48,667	49,844	51,022	52,199	53,612	55,173	56,734	58,294	59,856
19	49,609	50,810	52,011	53,212	54,653	56,245	57,837	59,429	61,021
20	50,570	51,796	53,019	54,244	55,714	57,338	58,962	60,586	62,210
21	51,550	52,799	54,048	55,298	56,797	58,454	60,110	61,766	63,422
22	52,549	53,823	55,098	56,372	57,901	59,591	61,281	62,970	64,660
23	53,569	54,868	56,168	57,468	59,028	60,751	62,474	64,197	65,921
24	54,609	55,934	57,260	58,586	60,176	61,934	63,693	65,450	67,208
	1	2	3	4	5	6	7	8	9

Extended Contract Days

Voc Ag - 40 Days

HS Band - 25 Days

JH Tech - 20 Days

2nd Ag - 15 Days

HS Counselor - 14 Days

JH Counselor - 10 Days

HS Choir - 10 Days

Elementary Counselors - 5 Days

