

AGREEMENT BETWEEN

THE BOARD OF EDUCATION
OF EDGAR COUNTY COMMUNITY UNIT
SCHOOL DISTRICT #6

AND

THE CHRISMAN EDUCATION ASSOCIATION-
IEA-NEA

Three Year Contract

2022-2023

2023-2024

2024-2025

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ARTICLE I

RECOGNITION

- 1.1. The Board of Education of Edgar County Community Unit School District No. 6, hereinafter referred to as the "Board", hereby recognizes the Chrisman Education Association/IEA/NEA, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for all regularly employed full-time and part-time certified teaching personnel, including guidance counselors and librarians, hereinafter referred to as "Teachers", but except substitutes, Superintendent, Principal, and other supervisory and managerial personnel as defined by the Illinois Educational Labor Relations Act.
- 1.2. Part-time teachers are included in the bargaining unit, but their salaries and benefits shall be prorated on the basis of their fractionalized employment status, unless otherwise specifically provided to the contrary herein.

ARTICLE II

NEGOTIATION PROCEDURES

- 2.1 The parties agree to follow the Illinois Educational Labor Relations Act, to include the following:
 - 2.1.1 The parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be reduced to writing and signed by the parties at the meeting at which they are reached.
 - 2.1.2 Each party to negotiations shall select its negotiating representatives, provided that the Board shall not select a teacher as hereinabove defined as its representative.
 - 2.1.3 When the parties reach tentative agreement on all items being negotiated, the items will be submitted as a package to the membership of the Association for ratification and to the Board for ratification.
 - 2.1.4 Upon ratification of the Agreement by the parties, the Association shall cause the Agreement to be reproduced and assembled in sufficient number of copies so as to provide each teacher defined herein with a copy hereof. The cost of reproduction shall be borne equally by the parties, provided the cost to either party shall not exceed Twenty-Five (\$25.00) Dollars.
 - 2.1.5 If agreement is not reached in compliance with the time lines of the Illinois Education Labor Relations Association, either party has the right to request the services of a mediator. The Federal Mediation and Conciliation Services will be requested first. If the mediator of the Federal Mediation and Conciliation Services is unavailable, the parties may mutually agree to a third party to act as same. If there is no agreement on such a third party, the Illinois Education Labor Relations Board shall be notified of the same. A request for mediation by either party shall be joined by the other party.

ARTICLE III

GRIEVANCE PROCEDURES

3.1 Definition

- 3.1.1 A grievance shall be any claim by the Association or a teacher that there has been an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
- 3.1.2 The term "days" when used in this procedures, shall mean teacher work days, except that when a formal grievance is filed less than ten (10) days before the end of the current school term, the term "days" shall mean calendar days and all time limits shall double.

3.2 General Statements

- 3.2.1 No reprisals shall be taken by the Board or administration against a teacher because of the filing of a grievance.
- 3.2.2 The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 3.2.3 Any teacher has the right to be represented by the Association at any formal step in the grievance procedure. The failure of an Association representative to be present at any formal step shall not prevent an adjustment of the grievance.
- 3.2.4 Hearings and formal conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held insofar as possible, during not-teaching time of personnel involved. If the processing of a grievance at any of the formal steps requires that the grievant and/or Association representative be released from his/her duties, there shall be no loss of pay or benefits.
- 3.2.5 A grievance may be withdrawn at any level without establishing a precedent.
- 3.2.6 If the grievant and/or Association and the Principal (at Step One) or the Superintendent (at Step Two), as the case may be, agree, any level of the grievance procedure may be by-passed and the grievance brought directly to the next level.
- 3.2.7 All documents relating to a grievance shall be filed in a separate envelope in the grieving teacher's personnel file.

- 3.2.8 Both parties to a grievance shall be provided, upon reasonable request, and information or documents pertinent to a grievance.
- 3.2.9 The investigation and processing of a grievance by the grieving teacher and/or Association shall be done so as to result in no interference with the instructional program.
- 3.2.10 If a teacher/Association files any claim or complaint in any forum other than under the grievance procedure of this Agreement, the Administration/Board shall not be required to process the same claim or set of facts through the grievance procedure.

3.3 Procedures

3.3.1 Informal Step

The teacher should attempt to resolve a grievance by discussing the situation with his/her immediate supervisor through free and informal communications. If, however, the informal process fails to satisfy the teacher, a grievance may be processed as follows:

3.3.2 Step One

If the grievance is not resolved at the informal step, the teacher/Association may file the grievance in writing with the Principal. The written grievance shall state the nature of the grievance, shall note the specific sections(s) of the Agreement allegedly violated, and state the remedy requested. The filing of the written grievance must be within ten (10) days from the date of the occurrence of the grievable event or within ten (10) days of the date the teacher/Association has knowledge of the grievable event. The Principal shall meet with the grievant within ten (10) days after receipt of the grievance to discuss the grievance. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Principal's written decision, including the reasons for the decision.

3.3.3 Step Two

If the grievance is not satisfactorily resolved at Step One, the teacher/Association may file grievance in writing with the Superintendent. The filing of the written grievance must be within ten (10) days of receipt of the Principal's written decision. The Superintendent shall meet with the grievant within fifteen (15) days after receipt of the written grievance to discuss the grievance.

Within fifteen (15) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written decision, including the reasons for the decision.

3.3.4 Step Three

If the grievance is not resolved satisfactorily at Step Two, there shall be available a third step of impartial, binding arbitration. The Association and/or teacher may submit, in writing, a request on behalf of the Association and/or the grievant to the American Arbitration Association whose rules shall apply to the arbitration proceeding. Such request shall be made within thirty (30) days from receipt of the Step Two answer. The decision of the arbitrator shall be binding upon the parties provided that that arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association, and his/her decision must be based solely upon the arbitrator's interpretation or application of the express relevant language of the Agreement. Each party shall bear the full cost for its representation in arbitration. The cost of the arbitrator's services shall be borne equally by the parties.

ARTICLE IV

TEACHER/ASSOCIATION RIGHTS

4.1 Teacher Discipline

- 4.1.1 When a teacher is required to attend a formal conference with an administrator at which the administrator intends to discuss with the teacher the contents of a written notice of reprimand to be placed in the teacher's personnel file, the teacher shall have the right to have an Association representative present at such meeting. This section shall not be applicable to any conference conducted under Article VI, 6.1 of this Agreement.

Any potential dismissal of an employee for disciplinary reasons shall require the same "Just Cause" provision as delineated in the Illinois School Code.

- 4.1.2 When a teacher is required to appear before the Board for the Board's consideration of the dismissal of the teacher, the teacher shall be entitled to a representative at the teacher's expense. The teacher shall be given at least twenty-four (24) hours advance notice of the required appearance.

4.2 Use of Facilities

- 4.2.1 The Association shall have use of the bulletin boards located in the Teacher's High School workroom, the Junior High workroom and the Grade School workroom upon which it may post messages and Association announcements. The Association shall be permitted to use teacher mailboxes for communications.

- 4.2.2 The Association shall have the right to use school facilities, equipment, and buildings for Association purposes provided the use does not conflict with previously scheduled school activities or the normal operation of the District, and the use is coordinated in advance with the appropriate building principal. Any costs associated with such use shall be paid by the Association, including but not limited to, custodial costs (if incurred), costs of materials expended, damages, and other incidental costs.

4.3 Management Rights

It is expressly understood and agreed that all functions, right, powers, or authority of the administration of the School District and the Board of Education are retained by the Board of Education. More specifically, the Board is vested with management rights over all terms and conditions of employment, which are not embodied in the Agreement, as long as this does not violate the provisions of the law.

4.4 Information Rights

The Board shall provide the Association with specifically designated and requested public information, which is available to the Association under the Illinois Freedom of Information Act. The cost of reproduction shall be borne by the Association.

ARTICLE V

WORKING CONDITIONS

5.1 School Calendar

Teachers shall not be required to work more than the minimum number of teacher attendance days required by law (currently one hundred eighty (180) each school year) without extended contract or extra-duty pay. The Association may submit its recommendations concerning the school calendar to the Superintendent. The Board retains the right to establish the calendar.

5.2 Work Day

5.2.1 The teacher work day shall not exceed seven (7) hours and fifty five (55) minutes except that teachers shall be required to work beyond the regular work day to accommodate.

5.2.1.1 Parent/student/teacher conferences;

5.2.1.2 Special education staffings;

5.2.1.3 Faculty meetings;

5.2.1.4 Extra duties per Appendix II;

5.2.1.5 Other scheduled educational or school-related activities to include Open Houses; and

5.2.1.6 Emergencies.

5.2.2 Within the normal workday, teachers shall be entitled to a duty-free lunch period as required by Section 24-9 of the Illinois School Code. The time period for said lunch period shall be measured in consecutive minutes.

5.2.3 Teachers shall be allowed to leave after students are dismissed for holiday breaks. (Thanksgiving, Christmas, and Spring Break).

5.3 Teacher Assignments

All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than sixty (60) days preceding the first day of the new school term. In the event changes in such assignments are to be made, the teacher affected shall be notified and shall be permitted a conference with the appropriate administrator to discuss the change. If a teacher is not satisfied with the change in assignment after meeting with the appropriate administrator, the teacher may resign without penalty.

5.3.1 Extra Duty Pay

Employees shall be paid \$15.00 an hour plus mileage for extra-curricular activities. Mileage is to be approved by the Administration. The chain for covering activities must be followed: 1st responsibility is the Principal or Assistant Principal or Dean, 2nd the Athletic Director, 3rd a teacher can be assigned if the Principal and Athletic Director are covering another school event or have an approved absence.

5.4 Involuntary Transfers

When it is necessary to reassign a teacher during the school term within the District, all volunteers may be considered first. The teacher to be transferred shall have the right to request a conference with the building principal involved and/or Superintendent to discuss the transfer. The teacher shall have the right to resign without penalty if the transfer is not acceptable to him/her.

5.5 Vacancies

5.5.1 During the school term, the Superintendent shall post notice of all teaching vacancies on the bulletin boards in the teacher's workrooms. A vacancy is defined as a position to be filled as a result of a resignation, dismissal/nonrenewal, a retirement, a death, or a newly created position. During the summer, a notice of teacher vacancies, as same occur, shall be sent to the Association President.

5.5.2 Teachers may make timely application for transfers to another building, grade level, or subject area, provided teaching vacancies exist. Such applications shall be in writing and sent to the building principal where the vacancy exists. A teacher may request a conference to discuss the transfer with the building principal in whose building the vacancy exists.

5.6 Complaints

Any complaint specifically directed at a teacher by a citizen, other than an official of the District, deemed legitimate to justify an investigation by the administration, shall be brought to the attention of the teacher within five (5) working days of the determination that the complaint is legitimate. This paragraph is not applicable in situations where the complaint consists of alleged criminal misconduct on the part of the teacher involving a student.

ARTICLE VI

EVALUATION AND PERSONNEL FILE

6.1 Evaluation

- 6.1.1 Prior to any formal evaluation, an administrator will acquaint each teacher to be evaluated with the formal evaluation procedures and instruments to be used. Formal evaluation shall mean evaluation of classroom teaching performance. All formal classroom observations shall be conducted with the full knowledge of the teacher.
- 6.1.2 Each formal evaluation shall be in writing. The teacher shall receive a copy of each formal evaluation within ten (10) working days of each evaluation. If requested by the teacher, the teacher and administrator shall have a conference, at a mutually agreeable time, to discuss the evaluation. Each teacher shall be evaluated using the evaluation plan which was developed by the Joint PERA Committee.
- 6.1.3 Within five (5) days of the evaluation conference, the teacher may submit a written response to the evaluation.

6.2 Personnel File

- 6.2.1 Each teacher may review the contents of his/her personnel file not specifically exempt from teacher inspection by the Employee Records Act, provided such inspection does not interfere with the operations of the unit office. The teacher shall submit a written request for such review.
- 6.2.2 Each teacher has the right to attach a written response to any formal written evaluation and place same in his/her personnel file.

ARTICLE VII

LEAVES

7.1 Sick Leave

7.1.1 Sick leave without loss of pay shall be credited each school year to each full-time teacher on the first day of the school term. The number of sick leave days credited annually shall be as follows, cumulative to three hundred-forty credited days.

<u>Years in District</u>	<u>Days Per Year</u>
0-6	12 Days
7-14	14 Days
15+	16 Days

7.1.2 Part-time teachers will be credited sick leave days on a pro-rated basis (i.e. ½ time teacher = 12 – ½ days or 6 days total).

7.1.3 The Board shall notify in writing each teacher no later than September 15 of the number of sick days said teacher has accumulated to date.

7.1.4 Sick leave shall be defined as an authorized absence with pay from assigned regular, or usual duties which are to be performed in the course of one's employment in and for the District as a result of personal illness, quarantine at the home, death or serious illness in one's immediate family or household, or birth, adoption, or placement for adoption.

7.1.5 Immediate family shall be defined as parents, stepparents, spouse, domestic partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, cousins, aunts, uncles and legal guardians. Employees may use one sick day each school year in order to attend a funeral for a person not defined as immediate family member.

7.1.6 Each full-time teacher (and part-time teacher on a pro-rated basis) shall be entitled to use a maximum of three (3) sick leave days per year as approved personal leave days subject to the following. If at all possible for approval, personal leave should not be taken the last day before, or the first day after, a holiday or period of school intermission. Personal leave will be taken in increments of at least one-half (1/2) days. Notification of use of personal leave shall be made in writing to the building principal at least twenty-four (24) hours prior to the date of the absence. In case of emergency, the building principal may waive the notification requirement. Teachers who are unable to report for work because of inclement weather or Act of God will be allowed to use personal leave days, if those days have not already been used. If a

teacher does not use all personal leave days in a given school year, one (1) personal day shall be carried over as a personal leave day to be used the next year. Any remaining personal leave days shall revert to sick leave days. Four (4) days are the maximum number of personal days that can be accumulated.

7.1.7 A teacher has the option of transferring no more than five (5) days per year of his/her accumulated sick leave to a designated fellow teacher who has exhausted his/her accumulated sick leave due to a period of prolonged illness or disability. The donor involved shall send written notification to the Unit #6 office at the time of the transfer.

7.2 Leave of Absence

Teachers who have been granted a leave of absence by the Board may continue participation in the District's group insurance plan during such leave, provided that the District is fully reimbursed on a monthly basis for all costs of premiums incurred to continue such coverage and provided the carrier permits continuation of coverage.

7.3 Jury Duty and Court Subpoena

Any teacher summoned to jury duty or issued a court subpoena shall be paid full salary for each working day of absence, provided that the teacher pays the District the jury fee or witness fee, minus mileage and meals. This provision is not applicable if the teacher is a witness against the School District, the Board of Education, or its representative as the result of any legal actions commenced by or on behalf of the teacher, the teacher's representative association(s), its agents or members.

7.4 Professional Leave

The Board and/or an administrator may grant teachers professional leave with pay to be used to attend conferences, conventions, workshops or administration approved programs within the particular teacher's discipline. Requests shall be made in writing. The Board, annually, will establish maximums for per diem meal and lodging expenses as well as the maximum rate for mileage reimbursement for such functions.

7.4.1 Fund Request for Professional Development

District educators may request funds from the Board of Education for professional development, classes, seminars, and conferences by presenting completed form to the building administrator. The request form shall show that the PD is content specific, and show any expected membership fees, registration fees, and travel expenses. All requests are subject to Board approval and availability of funds.

ARTICLE VIII

SALARY AND FRINGE BENEFITS

8.1 Salary Schedule

The salary schedules for the 2022-2023, 2023-2024 and 2024-2025 school years shall be set forth in Appendix 1 which is attached to and made part of this Agreement. Teacher salaries for the 2022-2023 school year will increase via movement on the salary schedule for longevity step and where applicable, completion of additional college course work with an increase in the previous 2021-2022 base salary of 3.25 %. Teacher salaries for the 2023-2024 school year will increase via movement on the salary schedule for longevity step and where applicable, completion of additional college course work with an increase in the previous 2022-2023 base salary of 3.50 %. Teacher salaries for the 2024-2025 school year will increase via movement on the salary schedule for longevity step and where applicable, completion of additional college course work with an increase in the previous 2023-2024 base salary of 3.75 %.

8.2 Pay Period

Paychecks will be issued twice per month on the 5th and 20th of each month as required direct deposits to an account designated by the employee. A paycheck stub indicating income and withholdings shall be provided with each payday. If the fifth (5th) or twentieth (20th) day of the month is not an employee workday, paychecks will be issued on the last teacher workday prior to the 5th and 20th. In the summer months, paychecks will still be direct deposited no later than the respective 5th and 20th days of each month. Direct deposit for 12 months is required for all teachers as ten (10) months will no longer be options except for the individual's final retirement year if selected. Direct deposit by all is required.

8.3 Illinois Teacher Retirement System

8.3.1. The Board shall pay on behalf of each teacher the benefit limit sum of 9.4 (salary add on factor used 1.098901) percent of the teacher's IRS taxable income directly to the Illinois Teacher Retirement System as a direct Board contribution to the TRS. Said amount shall be paid on behalf of the teacher to the TRS for the purpose of providing the teacher with a tax-sheltered pension contribution consistent with Internal Revenue Service (IRS) tax ruling 414-H(2), 81-35 and 81-36. The teachers shall hold the Board harmless against liability or penalty arising out of a subsequent opinion or action by a

body of competent jurisdiction that finds the above improper. In such case, the amount of said retirement benefit paid by the Board shall become gross income to the teacher.

8.3.2 Teacher Health Insurance Security

The Board shall agree to pay on behalf of each teacher the benefit limit sum of 1.4% (total amount) of the teacher's TRS creditable earnings directly to the Teacher Health Insurance Security as a direct Board contribution to the T.H.I.S. Said amount is subject to Federal tax by the teacher and is not a tax-sheltered pension contribution.

8.4 Benefits

8.4.1 Health Insurance Benefits

The Board will contribute up to \$500 per month for each eligible full-time employee covered by this Agreement towards a Board approved insurance plan for the 2022-2023 school year. The Board will contribute up to \$525.00 per month for each eligible full-time employee covered by this Agreement towards a Board approved insurance plan for the 2023-2024 school year. The Board will contribute up to \$550.00 per month for each eligible full-time employee covered by this Agreement towards a Board approved insurance plan for the 2024-2025 school year. Refer to insurance plan document for criteria on eligibility.

The remaining premium costs of coverage for employee, employee + child(ren), employee + spouse, and family coverage's will be paid for by the employee through payroll deduction.

8.5 Extra Pay Schedule

The extra pay schedules for the 2022-2023, 2023-2024 and 2024-2025 school years shall be as set forth in Appendix II, which is attached to and made a part of this agreement. Several adjustments were agreed upon for the 2022-2023 Extra Duty Pay Schedule.

8.6 Covering Another Teacher's Class

Teachers throughout the system will receive \$25.00 per full class period for covering another teacher's class when asked to do so during their free period. Covering another teacher's class will be authorized in advance by the building principal or his/her liaison.

8.7 Reimbursement for Continuing Education

The Board shall reimburse each teacher that is enrolled in approved accredited Continuing Education Courses. The form attached as Appendix IV must be used for administrative and school board approval. The reimbursement shall be \$65 per approved credit hour up to the salary schedule limit of MA + 16. Proof of coursework completion must be provided before the reimbursement amount is distributed.

8.8 Retirement Stipend

Retirement Incentive Plan

- A. The Board shall recognize the service of any full-time teacher who is eligible to receive regular retirement pension benefits, through the Teacher Retirement System of the State of Illinois.
- B. Eligibility – to be eligible, the teacher:
 - 1. Must be at least sixty (60) years at the time of retirement; or
 - 2. Must be at least fifty-five (55) years of age at the time of retirement with thirty-five (35) years of creditable service with the Illinois Teacher Retirement System; and
 - 3. Must have been employed by Chrisman for a minimum of ten (10) years preceding retirement.
- C. Retirement Incentive
 - 1. To be eligible for any of the following Plans, an employee must meet the following requirements:
 - 1. Be at least sixty (60) years of age by the last day of service in the District; or
 - 2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

2. Definitions:

The Board shall recognize the service of any full-time teacher who is eligible to receive regular retirement pension benefits, through the Teacher Retirement System of the State of Illinois. Any teacher who qualifies under the above eligibility may choose from the following incentive table:

3. Plans

Years of Service in District	Plans
10	A, B, or C
20	A, B, C, or D

a. One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: The employee's prior year TRS creditable earnings were \$40,000. The employee's final year TRS creditable earnings will be \$42,400.00 (i.e., $\$40,000 \times 1.06 = \$42,400.00$)

b. Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2014, stating he/she will retire on June 30, 2016. The employee's TRS creditable earnings for the 2013-2014 school year was \$40,000.00. The employee's TRS creditable earnings for the 2014-2015 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2015-2016 school year will be \$44,944.00 (i.e., $\$42,400.00 \times 1.06 = \$44,944.00$).

c. Three Year Plan

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

percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2014, stating he/she will retire on June 30, 2017. The employee's TRS creditable earnings for the 2013-2014 school year was \$40,000.00. The employee's TRS creditable earnings for the 2014-2015 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2015-2016 school year will be \$44,944.00 (i.e., $42,400.00 \times 1.06 = 44.944.00$). The employee's TRS creditable earnings for the 2016-2017 school year will be 47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

d. Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to May 1, 2014, stating he/she will retire on June 30, 2018. The employee's TRS creditable earnings for the 2013-2014 school year was \$40,000.00. The employee's TRS creditable earnings for the 2014-2015 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The employee's TRS creditable earnings for the 2015-2016 school year will be \$44,944.00 (i.e., $42,400.00 \times 1.06 = 44.944.00$). The employee's TRS creditable earnings for the 2016-2017 school year will be 47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$50,498.82 (i.e., $\$47,640.64 \times 1.06 = \$50,498.82$).

4. Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule B extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2013-2014 school year were \$43,000.00, of which \$3,000.00 was compensation from coaching basketball in 2013-2014. Under the employee's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2014-2015 school year (i.e., $\$43,000 \times 1.06 = \$45,580.00$). However, the employee resigns from his/her coaching position before the start of the 2014-2015 school years. The employee's TRS creditable earnings for the 2014-2015 school years will be \$42,400.00 (i.e., $\$40,000 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

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

If an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements due to resignation or termination, the Board, in its sole discretion, will require the employee to pay back any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year (s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of the agreement that results in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

8.9 Mileage

Approved mileage reimbursement shall correspond to the IRS rate with increases or decreases initiated at appropriate intervals.

8.10 Signing Bonus

Teachers newly hired to the district are eligible for a \$4000.00 signing bonus, spread out over three years.

ARTICLE IX

EFFECT OF AGREEMENT

- 9.1 The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the mutual consent of the parties in a written amendment executed according to the provisions of the Agreement.
- 9.2 Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this agreement.
- 9.3 Should any article, section, or clause of this Agreement be declared illegal by anybody of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, section, and clauses shall remain in full force and effect.
- 9.4 Neither the Association nor any teacher individually or collectively shall engage in or encourage any work stoppage, slowdown, or any other interruption in or interference with the delivery of educational services during the term of this Agreement.

This Agreement shall be effective September 1, 2022 and shall continue in effect until August 31st, 2025.

This Agreement is signed this 31 day of August 2022 CEA
31 day of August, 2022 Board of Education

In Witness Whereof:

For the Chrisman Education Association,
IEA/NEA

For the Edgar County CUSD#6,
Board of Education

Shen Ross
Diana Roman
Susan Wyatt

Karen Wehler
Wody Smith
