

AGREEMENT

BETWEEN

OBLONG COMMUNITY UNIT SCHOOL  
DISTRICT NO. 4

AND

COMMUNITY UNIT FOUR EDUCATION  
ASSOCIATION

2018-2021

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ARTICLE I  
RECOGNITION

1.1 Recognition

The Board of Education of Oblong Community Unit School District No. 4, Crawford County, Oblong, Illinois, hereinafter referred to as the “Board,” recognizes Community Unit Four Education Association, an affiliate of the Illinois Education Association and the National Education Association, hereinafter referred to as the “Association,” as the sole and exclusive negotiating agent for all regularly employed non-temporary certificated teaching personnel, including guidance counselors, librarians and nurse, hereinafter referred to as “employees,” except for the Superintendent, Principals, and other supervisory and managerial personnel as defined in the Illinois Educational Labor Relations Act. All salaries and benefits for part-time employees shall be calculated on a prorated basis except where specifically provided to the contrary elsewhere herein.

1.2 Sole Agent

The Board agrees not to negotiate or to consult with any other employees’ organization with regard to items contained in this Agreement, unless an election (pursuant to the IELRA) results in the certification of a different negotiating representative.

## ARTICLE II

### EMPLOYEE AND ASSOCIATION RIGHTS

#### 2.1 Right of Representation

When an employee is required to appear before the Board concerning any matter which could adversely affect the employee's employment, the employee shall be entitled to have a representative of the Association present. Further, in the absence of an emergency, the employee shall be advised at least twenty-four (24) hours in advance of the reasons for the requirement. When an employee is required to attend a formal conference with the Superintendent solely for the purpose of imposing discipline or obtaining facts to be used as the basis for imposition of discipline, the employee may have a representative of the Association present if he/she desires.

#### 2.2 Personnel File

Each employee may review the contents of his/her personnel file not specifically exempt from employee inspection by the Employee Records Act during normal business hours, provided such inspection does not interfere with the operations of the unit office. The administration may have a representative present for such review. The employee shall submit a written request for such review at least twenty-four (24) hours before such review. Employees may not remove any material from the premises, but may cause nonclassified materials to be copied and be charged the then prevailing rate for same.

Administrative or Board reprimands or other disciplinary materials shall be placed in the employee's personnel file in the Unit office within a reasonable period of time. The employee shall receive a copy of any such materials at or about the same time as the material is placed in the employee's unit office file. If any employee feels that material in his/her personnel file is inaccurate, incomplete or unjust, the employee may put any objections or clarifications in writing and have them become part of the file. Any bargaining unit member who has a reprimand or Board approved notice to remedy in his/her personnel file may request the administration to draft a letter for that employee's personnel file. The Administration shall write a response in a reasonable period of time, reviewing the employee's actions or conduct since the reprimand or letter or remediation.

Materials in respect to matters in process need not be placed in the Unit office file. Memoranda, notes or other materials which the administration determines need not result in formal discipline need not be placed in the formal Unit file. If a principal leaves the district at the end of a fiscal or school year, and the principal has not taken action to effectuate discipline, the principal's file will be purged. This will not effect work-in-progress, or matters under investigation which the principal has not finished.

### 2.3 Meetings, Notices and General Information

The Association may have reasonable use of:

- A. School buildings if it does not interfere with normal educational activities and prior approval is granted by the Building Principal.
- B. Employee mailboxes and interschool mail for the purpose of internal communication to employees eligible for the bargaining unit. A bulletin board will be provided for the Association in each lounge area.
- C. School equipment, e.g., duplicating machines, if it does not interfere with educational or office processes. The Association shall reimburse the Board for all materials and supplies.

### 2.4 Board Meetings - Notification

The President of the Association or the President's designee shall be given a written copy of the agenda or statement of purposes of each meeting at the same time the agenda is provided to Board members.

### 2.5 Board Minutes - Association Copies

The Association President or the President's designee shall be given a copy of the minutes of all open meetings after their approval by the Board.

### 2.6 Contract - Distribution

Within thirty (30) days of ratification of this Agreement, the Board shall have sufficient copies of the Agreement prepared and delivered to the Association for its distribution to each employee in the District. The cost of materials of reproduction shall be borne equally by the parties.

### 2.7 Parent and Citizen Complaint

Any complaint by a person other than an official of the District, deemed legitimate to justify investigation and/or subsequent action by the administration shall be brought to the attention of the employee within three (3) working days of the determination that the complaint is legitimate, or investigation completed, whichever is later. The administrator shall relate the complaint(s) to that employee either in written or oral form. When deemed appropriate by all parties involved, teacher-parent or teacher-parent-administrator conferences may be scheduled. Unless the administration determines that educational or privacy reasons require otherwise, the person complaining of a particular teacher shall be referred to the teacher. The right of the administration to discipline a teacher for misconduct shall not be affected should a complaining person fail or refuse to discuss the matter with a particular teacher.

## 2.8 Dues Deductions

Any member of the Association may sign and deliver to the Board an authorization for continual dues deduction. The appropriate authorization forms shall be provided by the Association. A continual authorization shall remain in effect unless the employee revokes said authorization in writing between September 1 and September 15 of any year. Should a teacher leave the District or drop his/her membership, the Board shall deduct the balance of the year's dues from the next available paycheck. Should the final paycheck not contain sufficient funds, the Board shall deduct only the amount available. With a dues deduction authorization, the Board shall deduct one-tenth (1/10) of such dues from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year. If the employee commences service after the start of the school year, the dues will be deducted on a pro-rata basis in equal amounts over the remaining pay periods of that teacher's employment for the school year. The prorating will be based upon a twelve-month dues calendar commencing in September (e.g. an individual hired in December will have a 9/12ths of the dues remaining because three months of the membership year have passed. This 9/12ths will be divided among and deducted from the remaining paychecks of this employee.) The Board shall remit deducted dues to the Association within ten (10) days following the pay period. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand or suit, resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this section.

## 2.9 Impasse Procedure

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares that the use of a mediator would be helpful to resolving remaining issues during the negotiations of a successor agreement. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree on a replacement, the Illinois Educational Labor Relations Board shall be notified.

## 2.10 Student Discipline Committee

At least one representative from the teachers' association from each building shall be a member of the school's student discipline committee that meets a minimum of once per year for the purpose of improving and defining school discipline and/or consequences policies as required in 105 ILCS 5/10-20.14.

## ARTICLE III

### FORMAL EMPLOYEE EVALUATION

#### 3.1 Employee Evaluation

Nontenured employees shall be formally evaluated at least once each school year. Tenured employees will be evaluated at least once every two years. Formal evaluation shall mean evaluation of teaching performance.

#### 3.2 Procedure

The administrator shall formally evaluate each employee in writing, using an evaluation instrument designed by the administration. At least two (2) weeks prior to any evaluation, the employee shall receive a copy of the instrument to be used. All formal evaluations will be preceded by an in-class observation of the employee's classroom performance of not less than twenty (20) minutes. (The Administration may observe other activities for employees whose duties do not involve a classroom, such as guidance counselors or librarians). Advance notice is not required for a formal evaluation; however, all formal evaluations shall be conducted openly and with full and complete knowledge of the employee. The evaluator shall provide the employee a written copy of the evaluation.

#### 3.3 Evaluation Review

At the request of either party, the evaluator shall have a meeting with the employee following the in-class observation to discuss the evaluation.

#### 3.4 Employee Right to Comment

The employee shall have the right to attach a written explanation to any adverse formal evaluations.

#### 3.5 Informal Observation

Agreeing to the procedures delineated in sections 1-4 above does not limit the right of management to utilize informal observations, or other evaluative criteria for considering competency of an employee. If any of these evaluations are to be used in evaluating the employment status of a tenured employee, a written statement will be placed in the employee's file; and the employee will be allowed to place a response in his/her file.



## ARTICLE IV

### REDUCTION IN FORCE AND RECALL

#### 4.1 Joint Committee for Honorable Dismissal and Reduction in Force

A joint committee composed of equal representation selected by the Board and Association shall meet no later than December 1st annually, for the purposes set forth in the School Code. The joint committee must reach agreement on a change in the criteria for inclusion in a grouping on or before February 1st of a school year in order for the agreement of the joint committee to apply to the sequence of dismissal determined during that school year.

#### 4.2 Vacancies

A vacancy shall be defined to have been created by any of the following events:

- A. Death;
- B. Resignation;
- C. Dismissal/nonrenewal;
- D. Retirement; and
- E. Newly created position

which results in a position the Board has determined to fill.

The Superintendent shall have posted in all school buildings and shall send to the Association President a notice of all vacancies to be filled. The Superintendent shall post vacancies using the district's electronic mail system. All vacancies shall be posted for a period of ten (10) workdays.

Any tenured teacher who receives an honorable dismissal, due to a reduction in the number of tenured teachers, who is not recalled to a teaching position will have first right of refusal for any teacher aide vacancy. Accepting a position as an aide does not waive recall rights to a teaching vacancy during the recall period set forth in section 4.1. Seniority shall prevail if more than one (1) tenured teacher is in the recall pool.

## ARTICLE V

### CONDITIONS OF EMPLOYMENT

#### 5.1 Duty-Free Lunch

- A. Every employee whose duties require attendance at school four (4) or more clock hours in a school day shall be entitled to and be allowed a duty-free lunch period equal to regular, local school lunch periods, but not less than thirty (30) consecutive minutes in each school day as required in Section 24-9 of the School Code.

#### 5.2 School Calendar

Teachers shall not be required to work more than the minimum number of teacher attendance days required by law (currently 180 days) each school year without extended contract or extra-duty pay. Extended contract pay shall be calculated at the rate of one-one hundred eightieth (1/180) of the teacher's yearly gross pay from the approved salary schedule per day. The Association may submit its recommendations concerning the school calendar no later than February 1. The Board retains the right to establish the calendar.

Early 2:00 PM dismissal schedule shall be in force for each of the three (3) major holidays; i.e., Thanksgiving, Christmas, Easter, First, and Last Day of student attendance.

Beginning with the 2007-2008 school year, there shall be one (1) 11:30 a.m. early release day per quarter for the school improvement purposes.

The Monday following Easter will not be scheduled as a teacher work day if the majority of districts in the County do not have that day as a student attendance day.

Starting in the 2000-2001 school year the school calendar shall include Presidents' Day as a school holiday, assuming the school district is granted a waiver for Lincoln's birthday.

#### 5.3 Employee Work Day

On normal student attendance days, the employee workday will be from 8:00 a.m. until 3:25 p.m. However, to accommodate early supervision of elementary students, the administration may require one (1) or two (2) teachers to arrive fifteen (15) minutes early, and be released fifteen (15) minutes early at the end of the day. Volunteers will be sought for this early supervision. Teachers may be required to attend one (1) faculty meeting per month, as scheduled by administration from 7:40 a.m. – 8:00 a.m.. Meetings scheduled will be posted at the beginning of each semester. Teachers will remain later for extra curricular activities, teacher meetings, scheduled parent teacher conferences, special education meetings and staffings, teacher required detention, and unforeseen emergencies. Supervisory duties will be equitably distributed among faculty,

however, this shall not mean exactly equal distribution of supervision assignments.

#### 5.4 Preparation Periods

Every certified staff member will have unassigned preparation time of no less than thirty (30) consecutive minutes plus ten (10) consecutive minutes, totaling no less than forty (40) minutes per day.

Teacher assigned by administration to substitute for another teacher during their preparation period shall be compensated at a rate of \$20/prep hour.

## ARTICLE VI

### LEAVES

#### 6.1 Sick Leave

The Board shall grant each employee fourteen (14) sick leave days per school year without loss of pay. Unused sick leave days shall accumulate to a maximum of three hundred forty (340) days. Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household or birth, adoption or placement for adoption. The immediate family, for purposes of this section, shall include: parents, spouse, brothers, sisters, children, grandchildren, parents-in-law, brothers/sisters-in-law, grandparents, grandparents-in-law and legal guardians, aunts and uncles.

Each employee with 0-5 years of service to the district will be granted a one-time allotment of 14 additional sick days. For the life of the contract any new employee will be granted a one-time allotment of 14 additional sick days.

If TRS should at any time have objections, or advises that the District will incur penalties or payments not contemplated by the Board at the time this provision was adopted by the Board and it is possible to revise the provision to avoid such penalties or payments, then this provision shall be so revised so as to avoid all penalties, costs or payments that are inconsistent with the terms of this provision.

#### 6.2 Personal Business Leave

Each employee shall be granted two (2) personal business leave days with pay per school year. Unused business leave shall accumulate up to four (4) days as personal business leave. Any additional days shall accumulate as sick leave. Personal business leave shall be requested for those matters of personal business which the employee deems necessary. Personal business leave shall not be granted the day before or day after holidays or vacation periods. The superintendent may waive any restriction for circumstances beyond the control of the teacher. An employee requesting personal business leave shall do so in writing not less than two (2) days before the leave is to be taken, except in emergency situations. The written request shall be submitted to the Building Principal.

No more than two (2) employees will be absent from any one (1) building on any given day for such leave except in case of emergencies.

The superintendent may waive any of the restrictions of this section 6.2 for circumstances beyond the control of the teacher.

### 6.3 Leaves of Absence

Leaves of absence without pay may be granted to tenured employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board;
- B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- C. Leaves of less than one (1) month, if acceptable to and approved by the administration, will not require Board approval nor three (3) months' notice.
- D. Leaves may be granted for:
  - 1. Advanced study leading to a degree in an approved university;
  - 2. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
  - 3. Military service;
  - 4. Maternity, paternity or child care; or
  - 5. Other reasons acceptable to the Board which will improve the educational program in the District.
- E. Employees on such leave may continue insurance benefits if they reimburse the District for any pro rata costs of premiums for which they apply.
- F. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred (100) days in any given school year in which a leave is effective. However, FMLA leave will not be counted as a non-working day in making this calculation.

#### 6.4 Sabbatical Leave

Sabbatical leaves may be granted as per section 24-6.1 of the Illinois School Code.

#### 6.5 Association Leave

The Association shall be entitled to a total of four (4) released days district-wide per school year, for members to attend Association conventions, seminars or meetings; e.g. a total in one (1) year of one (1) person for four (4) days, or two (2) persons, two (2) days each. The use shall be at the discretion of the Association president. The Association shall reimburse the District for the cost of substitutes if they are used.

#### 6.6 Professional Leave

This section shall encompass all professional education association conferences, conventions and workshops; university/college-sponsored educational conference/workshops; vendor-sponsored workshops (publishers, testing services, etc.); and school visitations. This section does not encompass activities that are associated with the Community Unit Four Education Association, IEA/NEA, or its subdivisions or counterparts.

A teacher making a request under this section shall do so in writing stating the purpose of the meeting, attaching a copy of the conference agenda indicating those sessions he/she will attend, and estimated conference expenses. The Superintendent shall have the discretion as to whether or not to grant requests under this section.

Only under circumstances deemed appropriate by the Superintendent will more than one (1) teacher be permitted to attend the same conference at the same time.

The Board annually shall establish maximums for a per diem meal allowance. The Board will pay all registration fees and lodging approved by the Board. Materials purchased with Board funds remain the property of the Board. If deemed necessary by the administration, the teacher shall present an oral and/or written report to other members of the staff in order to disseminate information learned at the conference.

#### 6.7 Family Medical Leave Act

Neither the rights of the employer nor the rights of any employees under the Family Medical Leave Act (FMLA) are reduced by the other provisions of this agreement regarding leaves. For FMLA purposes, the “year” shall be the period between July 1 and June 30, annually. Employees will not be required to use more than ten (10) paid leave days in conjunction with Family Medical Leave.

## 6.8 Emergency Sick Leave

At the beginning of each fiscal year, the Board of Education shall contribute 10 sick leave days to a pool of Emergency Additional Sick Leave days (ESL days) to be available to members of the bargaining unit (teacher). If the ESL days are not used from this pool by teachers, as described below, the ESL days shall accumulate in subsequent fiscal years to a maximum of 20 days.

To be eligible to use ESL days from the ESL pool, the teacher must make application in writing. If a teacher is unable to apply personally, for example, due to injury or illness, a member of the employee's family, or Association president may do so on the teacher's behalf.

The teacher must meet the following conditions:

1. Have been employed full time by the district for at least 1 full year.
2. Have exhausted all other available paid leave.
3. Have a serious personal illness or injury which makes it impossible for the employee to return to work, or
  - (a) have a spouse, or
  - (b) a child under the age of 18 years who resides in the home of the employee,  
  
who has a serious personal illness or injury, and which requires the personal care of the employee.
4. Have incurred at least 5 days' loss of pay as a result of the serious personal illness or injury.

Any illness or injury, and its seriousness, must, at the request of the Administration, be verified by a physician.

No employee shall be entitled to use more than 20 ESL days for the same serious illness or injury.

In addition to the foregoing, the Board will contribute up to 20 additional sick leave days per school year to the ESL pool, one such day for each earned, accrued and available personal day waived by a member of the bargaining unit for that purpose. (Personal days which have been converted to sick leave are not personal days). The ESL days shall be used alternately, one from those provided by the Board and then one from personal days waived by employees.

Days from the additional sick leave pool shall be granted on a first-to-apply basis, until the additional sick leave pool is exhausted.

## ARTICLE VII

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

#### 7.1 Tuition Reimbursement

Upon submission of both grades and proof of paid tuition to the district office by the following respective dates (or the last business day prior in the event that the date falls on a weekend, holiday, or vacation day):

December 21 for the Fall semester

May 21 for the Spring semester

August 21 for the Summer school

Reimbursement will be made in no more than five (5) working days from each of the applicable above dates.

The District shall reimburse employees up to One Hundred Fifty and No/100 Dollars (\$150.00) per semester hour toward the tuition cost of courses pre-approved by the Superintendent in writing for advanced degrees (masters, doctorate or other generally recognized degree of graduate education) taken at an accredited institution and showing an earned grade of A or B. All classes included in a pre-approved advanced degree program shall be considered approved for reimbursement. With the approval of the Superintendent in advance, teachers may be reimbursed for non-degree classes. Employees will submit requests for approval in writing.

The total annual reimbursement amount per contract year shall be limited to a maximum of Fourteen Thousand Dollars (\$14,000.00) and subdivided to a maximum of Four Thousand Six Hundred Sixty-seven (\$4,667.00) per semester. The semesters shall be Fall, Spring, and Summer School. The semester allotment shall be distributed per credit hour among the employees approved each semester for such reimbursement. Any amount unused per semester shall roll over to the following semester in the same contract year. An employee may receive reimbursement for a maximum of seven (7) semester hours per semester.

#### 7.2 Schedules

A. The salary schedule and extra-curricular/athletic schedule for the year 2018-2019, 2019-2020, 2020-2021 are found in the Appendix.

B. Salary Schedule Advancement.

Horizontal salary schedule advancement shall be recognized twice each year. Teachers shall be advanced on the salary schedule for the first semester in any year if all required steps are completed and all required paperwork is properly filed on or before September 10 of any year, and shall be advanced on the salary schedule for the second semester in any year if all required paperwork is properly filed on or before January 10 of any year.



### 7.3 Pay Period Options

Employees will receive salary installments by direct deposit into an employee designated bank account in twelve (12) monthly pay installments or twenty-four (24) semi-monthly pay installments.

Employees receiving their salaries in twelve (12) monthly installments will be issued paychecks on the 25th of September, and every month thereafter until the last payment is received no later than August 25th of the following year.

Employees receiving their salaries in twenty-four semi-monthly installments will be issued paychecks on the 10th and 25th of September, and semi-monthly paychecks thereafter on the 10th and 25th until the last payment is received no later than August 25th of the following year.

The employee shall inform the Superintendent in writing of his/her preferred salary payment option.

In the event that an employee has not selected a payment option before the first scheduled working day of the new school term, the employee will automatically be placed on a twenty-four (24) installment pay schedule.

An employee commencing employment in the District after the school term begins shall automatically be placed on a prorated twenty-four (24) installment pay schedule.

### 7.4 Employee Insurance

The Board shall make a contribution per month for each full-time employee who elects individual major medical/health and life insurance coverage through the group plan provided by the Board. For the 2018-2019 school year, the Board shall contribute up to \$705.50 toward the single coverage cost toward Employee, Employee/Spouse and Employee/Child major medical coverage with an additional contribution of \$75.00 per month toward the cost of family coverage. Married full-time employees shall be allowed to apply two individual plan amounts toward a family plan. Any married couple of which both persons are full-time employees shall be entitled to only one \$75.00 per month payment toward the cost of Family coverage. The employer and employee will respectively split the cost of the single coverage insurance increase 60/40 for the 2019-2020 school year. The employer and employee will split the cost of the single coverage insurance increase 60/40 for the 2020-2021 school year. The employer pays 60% and the employee pays 40% of the increase.

## 7.5 Travel Expenses

Any employee who is required by the administration to use his/her own automobile for school business shall be reimbursed for approved travel expenses based upon the present I.R.S. rate.

## 7.6 Employee Retirement Contribution

From the salary schedule amounts, listed in Appendices A and B, the Board shall “pick up” and pay the required employee contribution to the Teacher Retirement System on behalf of each teacher as a Board-paid teacher retirement contribution. The purpose of such contribution shall be to shelter such payment from federal income tax consistent with tax rulings 414(h)(2), 81-35 and 81-36. Should such shelter be subsequently declared illegal by a court of competent jurisdiction or superseded by a later tax ruling, such payment shall become gross income to the employee.

## 7.7 Retirement Incentive

An employee tendering an irrevocable letter of resignation and retirement into a Teacher Retirement System (TRS) Retirement program on a date certain in the future in conformance with the following conditions shall be eligible for a retirement incentive in up to each of his or her final four years of teaching service subject to the following conditions:

- 1) The teacher shall have a minimum of fifteen (15) years of continuous full-time service in the Oblong C.U.S.D. #4 on the intended date of retirement.
- 2) The teacher shall be at least sixty (60) years of age on or before December 31 of the year of retirement or will be at least fifty-five (55) years of age and will have at least thirty-five (35) years of creditable service and will not retire under the statutory Early Retirement Option.
- 3) The teacher shall have tendered to the Board a binding, irrevocable resignation for a date certain in the future, to retire at his or her first three years of eligibility for full TRS retirement. The teacher’s notice may be given up to four (4) years prior to retirement or by September 1<sup>st</sup> during the year up to and including the school year of retirement. The pre-retirement period may be from one (1) to four (4) years in length depending upon the date the letter of resignation is received by the Board and the specified date of retirement.

“TRS creditable earnings,” wherever that phrase is used in the entirety of this provision (Retirement Incentive Award Payment), shall mean total TRS creditable earnings including pension payment.

This agreement presumes the teacher will fully perform all his or her duties during the term of this agreement. Any reduction in teaching performance (dock days or leave of absence without pay, for example) during the term of this agreement shall result in a corresponding reduction in salary and benefit amount.

In exchange for the teacher's binding, irrevocable resignation on a date certain, the District agrees to remove the teacher from the salary schedule and for each year of eligibility, the teacher's TRS creditable earnings will be increased by three percent (3%) over the teacher's TRS creditable earnings for the prior year of employment except as otherwise provided herein. In further consideration for the teacher's binding, irrevocable resignation on a date certain in the future under this incentive, and subject to the teacher's full completion of his or her service identified in that resignation, the teacher shall be eligible for the post-retirement bonus identified hereinbelow section 7.8.

Examples:

A teacher applies for the award one year before retirement. The teacher's TRS creditable earnings for 2017-2018 were \$40,000. The teacher's final year TRS creditable earnings (2018-2019) will be \$41,200 ( $\$40,000 \times 1.03 = \$41,200$ ).

A teacher applies for the award three years before retirement. The teacher's TRS creditable earnings for the 2017-2018 school year were \$40,000. The teacher's first year TRS creditable earning will be \$41,200 ( $\$40,000 \times 1.03 = \$41,200$ ). The teacher's second year TRS creditable earnings will be \$42,436 ( $\$41,200 \times 1.03 = \$42,436$ ). The teacher's final year TRS creditable earnings will be \$43,709 ( $\$42,436 \times 1.03 = \$43,709$ ).

If a teacher has an extra duty obligation at the commencement of the retirement incentive program and voluntarily ceases to perform those services during the retirement incentive program period, the calculation of the teacher's three percent (3%) increase shall be reduced by the amount of the extra duty compensation.

Example:

A teacher applies for the award three years before retirement. The teacher's creditable earnings for the 2017-2018 school year were \$40,000. The teacher's first year creditable earnings will be \$41,200 ( $\$40,000 \times 1.03 = \$41,200$ ). The teacher's second year TRS creditable earnings will be \$42,436 ( $\$41,200 \times 1.03 = \$42,436$ ). The teacher ceases to perform an extra duty assignment in his or her final year of employment for which he or she would have been paid \$2,000 (TRS creditable earnings). The teacher's final year creditable earnings will be \$41,709 ( $\$42,436 \times 1.03 = \$43,709 - \$2,000 = \$41,709$ ).

Once an irrevocable letter of retirement is submitted, the employee will not be assigned, nor may an employee apply for or assume any additional duty (extra duty or additional work hours, days, weeks or months) that would increase the employee's TRS gross income above the three percent (3%) provided for herein.

If a teacher fails to complete the pre-retirement period, leaves the District prior to the designated retirement date or otherwise retires under the statutory Early Retirement Option causing the District to have to pay a penalty or other monies not contemplated herein to TRS, the District shall be entitled to damages for breach of contract against the teacher in an amount equal to the retirement award payment received by the teacher, including tax and retirement withholdings. Upon complete reimbursement of such amount to the District, the teacher shall be entitled to any general wage increase that would have been applicable during the pre-retirement period.

In no event will a teacher subject to this provision receive an increase in any year covered by this provision of TRS creditable earnings in excess of three percent (3%) of the prior

year's TRS creditable earnings.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS) and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9% of creditable earnings up to 103% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

The Board may due to unforeseen circumstances allow a teacher to rescind her/his letter of resignation, but shall be under no requirement to do so.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

If, during the term of this provision, any law is enacted which *increases* the limit which serves as the basis upon which TRS implements a penalty or excess payment, or changes in any way Board payments to the Illinois Teacher Retirement System which were required of the Board when this provision was agreed upon by the parties, then this provision shall be immediately open to bargaining between the parties upon written request of either, notwithstanding the term of the agreement. The parties agree that *status quo* in the event of a change in the law which increases the threshold for year-over-year increases below which penalties are issued for any classification of employees (which is presently at 3%) shall be interpreted to be an incentive amount increase to that threshold, up to and including the amount of a 6% retirement incentive (but not more, no matter how high such threshold goes), together with an attendant and equivalent decrease in the amount of the post-retirement bonus set forth in 7.8 below. The intent of the parties is that this incentive will increase to 6% (or the maximum amount allowable without penalty by law up to 6%) only in the event that the incentive can increase to that amount without penalty, cost, tax, or increased payment due and owing by the Board in the event of such an increase.

## 7.8 Post-Retirement Bonus

An employee who first tenders an irrevocable letter of resignation and retirement pursuant to the rules and qualifications established and set forth in 7.7 above shall become eligible for a post-retirement bonus. The bonus amount shall be in the amount of the difference between the employee's retirement incentive years' salary had those years been elected with a six percent (6%) increase rather than the three percent (3%) so-elected. No employee shall be eligible for this post-retirement bonus if he or she retires after he or she is in the first three years eligibility for full TRS retirement, or if he or she does not fully perform services to the employer through the retirement incentive period. No employee shall be eligible for this post-retirement bonus if he or she does not first qualify for the retirement incentive set forth in 7.7 above.

For example:

If an employee retires after electing a 4 year incentive with 35 years of service, making \$50,000 in gross total creditable earnings in his or her 31<sup>st</sup> year of service, she will be paid post-retirement a lump sum total bonus of \$16,399.00:

Years of TRS Service	Salary at 3%	Salary at 6%	Difference
31	\$50,000		
32	\$51,500	\$53,000	\$1,500
33	\$53,045	\$56,180	\$3,135
34	\$54,636	\$59,551	\$4,915
35	\$56,275	\$63,124	\$6,849

Total Bonus: \$16,399

The post-retirement bonus shall be paid and become due and owing in a single lump sum less taxes and other standard and applicable deductions not less than thirty (30) days following the issuance of the final paycheck for the employee, nor more than sixty (60) days following the issuance of the final paycheck for the employee. The purpose of this post-retirement bonus is to avoid TRS penalty, contribution, and payment. There shall be no deduction for pension payment to TRS.

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained.

## 7.9 Saturday School

Saturday School duty shall be strictly voluntary. One week prior to the beginning of each quarter, a sign-up sheet listing the dates of scheduled Saturday

Schools will be posted for teachers to sign up for one (1) Saturday. After the first week of the quarter (date designated on the sign-up sheet), teachers may select any additional open Saturdays. Any Saturdays not covered by the high school teachers may be offered to the grade school teachers. The final schedule will be distributed to the teachers by the end of the second week of the quarter. If a schedule change is necessary, it is the responsibility of the assigned teacher to find their replacement. The Principal will provide a list of students, their contact information, and class assignments to the teacher on the Friday prior to Saturday School. The Principal will monitor Saturday School attendance and assign a second teacher when necessary. Compensation for the four hours of Saturday School will be set at \$25.00 per hour. If no student is present at 8:00 AM, the teacher will receive compensation for two hours. No compensation will be made to the teacher if there are no students assigned to a particular Saturday School.

## ARTICLE VIII

### FORMAL GRIEVANCE PROCEDURE

#### 8.1 Procedure

Any claim by the Association or any employee that there has been a violation or misapplication of any of the provisions of this Agreement shall be cause for a grievance. A formal grievance must be filed within thirty (30) working days of the event giving rise to the grievance or thirty (30) working days from the time the grievant should have become aware of the event, whichever is later.

Should a grievance arise, the following formal procedure shall be placed in operation:

**Step 1.** The grievant shall present the grievance in writing, specifying the article and clause alleged to have been violated and stating the remedy sought, to the Principal immediately involved, who will arrange for a meeting to take place with the grievant within ten (10) days after the receipt of the grievance. The Principal shall provide a written answer to the grievant within fifteen (15) days of the meeting with the employee.

**Step 2.** If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may refer the grievance in writing to the Superintendent within ten (10) days after the receipt of the Step 1 answer. The Superintendent will arrange for a meeting to take place with the grievant within ten (10) days after his/her receipt of the grievance. The Superintendent shall provide a written answer to the grievance within fifteen (15) days after the meeting.

**Step 3.** If the grievant is not satisfied with the disposition of the grievance at Step 2, the Association may refer the grievance in writing to the Board of Education within ten (10) days after the receipt of the Step 2 answer. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal or at the next regularly scheduled Board of Education meeting. Within fifteen (15) days of the meeting, the Association shall be provided with the Board's written response, including the reasons for the decision.

**Step 4.** Should a grievance not be settled at Step 3, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of 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 3 answer, then the grievance shall be deemed withdrawn.

A. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issues presented to him/her in writing by the Board and the Association, and his/her decision must be based only

upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

- B. Each party shall bear the full costs for its representation in the grievance procedure.
- C. If either party requests a transcript of the proceedings, that party shall bear full cost for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.
- D. Each party shall share equally the cost of the arbitrator and the A.A.A.

## 8.2 Other Provisions

- A. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits of less than thirty (30) days shall double; and all time limits shall consist of weekdays.
- B. A grievance may be withdrawn at any level without establishing precedent.
- C. Time Bar.  
  
Failure of a teacher or the Association to act on any grievance within the prescribed time limits shall bar any further appeal.
- D. Class Grievance.  
  
A class grievance involving more than one (1) teacher and/or one (1) or more supervisors shall be initially filed by the Association at Step 2.
- E. Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2 if mutually agreed upon by the grievant and the immediately involved Principal.
- F. No reprisals will be taken against any employee for participating in the processing of a grievance.
- G. Materials concerning any grievance will be filed separately from an employee's personnel file.



## ARTICLE IX

### DURATION AND EFFECT OF AGREEMENT

#### 9.1 Terms and Conditions

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 this Agreement.

#### 9.2 Individual Contracts

Individual contracts or employment agreements shall not be inconsistent with the terms and conditions of this Agreement.

#### 9.3 Savings Clause

Should any article, section or clause of this Agreement be declared illegal by any body 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, sections and clauses shall remain in full force and effect.

#### 9.4 No Strike

During the term of this Agreement and any extension thereof, no teacher covered by this Agreement, nor the Association, shall at any time engage in, authorize or instigate any strike, slowdown, or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner, in whole or in part, the operation of the District.

#### 9.5 Complete Understanding

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically set forth in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

9.6 Authority

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District and the Board of Education which are not specifically limited by express language of this Agreement are retained by the Board of Education, provided however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

9.7 Duration

This Agreement shall be effective from the first day of the 2018-2019 school term, and shall continue in effect until the day preceding the first day of the 2021-2022 school year term and shall expire at 11:59 p.m. on said date.

In witness thereof:

FOR THE COMMUNITY UNIT FOUR  
EDUCATION ASSOCIATION

FOR THE BOARD OF  
EDUCATION,  
OBLONG COMMUNITY UNIT  
SCHOOL DISTRICT NO. 4

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

Salary Schedule 2018-2019

Step	B.S.	B.S. +16	M.S.	M.S. +16
1	33463	33890	34746	35013
2	33881	34314	35181	35451
3	34299	34739	35615	35888
4	34722	35167	36055	36332
5	35152	35602	36500	36781
6	35587	36041	36950	37235
7	36011	36623	37387	37664
8	36505	37114	37907	38204
9	36998	37606	38425	38744
10	37488	38099	38945	39285
11	37981	38590	39468	39825
12	38474	39083	39987	40364
13	38967	39575	40511	40902
14	39462	40069	41033	41444
15	39954	40562	41557	41983
16	40444	41060	42080	42527
17	40934	41554	42603	43070
18	41425	42051	43126	43611
19	42228	42867	43963	44459
20	43048	43700	44819	45323
21	44145	44794	46001	46590
22	45263	45913	47206	47882
23	46384	47031	48417	49172
24	47506	48155	49622	50462
25	48623	49272	50829	51749
26	49750	50395	52031	53041
27	50869	51514	53242	54337
28	51986	52633	54452	55624
29	53106	54279	55655	56916
30	54226	55400	56863	58206
31	55349	56584	58072	59497
32	56455	57716	59280	60791
33	57587	58861	60483	62080
34	58728	60002	61693	63371
35	59883	61147	62921	64664
36		62289	64157	65957
37			65403	67272
38				68591

Salary Schedule 2019-2020

Step	B.S.	B.S. +16	M.S.	M.S. +16
1	34036	34470	35341	35612
2	34467	34907	35788	36063
3	34897	35344	36236	36514
4	35328	35781	36684	36965
5	35764	36222	37137	37422
6	36206	36670	37595	37885
7	36654	37122	38059	38352
8	37091	37721	38509	38794
9	37600	38227	39044	39350
10	38108	38735	39578	39907
11	38613	39242	40114	40464
12	39121	39748	40652	41020
13	39628	40256	41186	41575
14	40136	40762	41726	42129
15	40646	41271	42264	42687
16	41152	41779	42804	43242
17	41657	42292	43342	43802
18	42162	42801	43881	44363
19	42667	43312	44420	44920
20	43495	44153	45282	45793
21	44339	45011	46164	46683
22	45469	46137	47381	47988
23	46621	47291	48622	49318
24	47776	48442	49870	50647
25	48931	49599	51111	51976
26	50082	50750	52354	53302
27	51243	51907	53592	54632
28	52395	53060	54839	55967
29	53546	54212	56086	57293
30	54699	55907	57325	58623
31	55853	57062	58569	59953
32	57010	58282	59815	61282
33	58149	59448	61058	62614
34	59315	60627	62297	63943
35	60489	61802	63544	65272
36	61680	62981	64808	66604
37	0	64158	66081	67936
38	0	0	67365	69291

Salary Schedule 2020-2021

Step	B.S.	B.S. +16	M.S.	M.S. +16
1	34613	35054	35940	36612
2	35057	35504	36401	36681
3	35501	35954	36862	37145
4	35944	36404	37323	37609
5	36388	36854	37784	38074
6	36837	37309	38251	38545
7	37293	37770	38723	39021
8	37754	38236	39200	39502
9	38204	38853	39664	39958
10	38728	39374	40216	40530
11	39251	39897	40765	41104
12	39771	40419	41317	41678
13	40294	40940	41871	42250
14	40817	41464	42422	42822
15	41340	41985	42978	43393
16	41866	42509	43532	43968
17	42387	43033	44088	44540
18	42907	43560	44642	45117
19	43427	44085	45197	45693
20	43947	44612	45752	46267
21	44800	45477	46641	47166
22	45669	46361	47549	48083
23	46833	47522	48802	49427
24	48020	48709	50081	50798
25	49209	49895	51366	52167
26	50399	51087	52644	53535
27	51584	52273	53925	54901
28	52780	53464	55200	56271
29	53967	54652	56484	57646
30	55152	55838	57768	59012
31	56340	57585	59044	60382
32	57529	58773	60326	61751
33	58720	60030	61609	63120
34	59893	61231	62890	64493
35	61094	62446	64166	65861
36	62304	63656	65450	67230
37	63530	64871	66753	68602
38		66083	68064	69974

Extra Duty 2018-2019	
Annual Staff	\$2,905
Music Instrumental	\$3,955
Student Council	\$1,696
Fresh/Soph Sponsor	\$483
Jr/Sr Sponsor	\$848
Annual GS	\$1,696
Gate Admission and Pep Bus	\$48
8th Grade Sponsor	\$483
FFA	\$4,986
FHA and FBLA	\$3,955
Organization upon Request	\$483
Music 1/2 Time Vocal	\$1,935
Math Team	\$2,958
Scholastic Bowl- Varsity	\$3,631
Scholastic Bowl-JV	\$2,421
Scholastic Bowl-Jr. High	\$1,789
Scholastic Bowl Asst-Jr High	\$1,119
National Teacher Certification	\$988
HS Vocal	\$2,872
Tech Director	\$4,488
Special Ed Director	\$4,488
HS Athletic Director	\$2,693
GS Athletic Director	\$2,075
National Honor Society	\$964
Summer Band	\$1,237
Beta Club	\$999
Extra-Curricular Supervisor	\$81
Dean of Students Supervisor	\$135
Mandated Committee	\$87
Summer School	\$84
General Duty Stipend	
A.	\$81
B.	\$135
C.	\$216
D.	\$483

Extra Duty 2019-2020	
Annual Staff	\$2,992
Music Instrumental	\$4,074
Student Council	\$1,747
Fresh/Soph Sponsor	\$498
Jr/Sr Sponsor	\$873
Annual GS	\$1,747
Gate Admission and Pep Bus	\$50
8th Grade Sponsor	\$498
FFA	\$5,136
FHA and FBLA	\$4,074
Organization upon Request	\$498
Music 1/2 Time Vocal	\$1,993
Math Team	\$3,047
Scholastic Bowl- Varsity	\$3,740
Scholastic Bowl-JV	\$2,493
Scholastic Bowl-Jr. High	\$1,843
Scholastic Bowl Asst-Jr High	\$1,152
National Teacher Certification	\$1,017
HS Vocal	\$2,958
Tech Director	\$4,622
Special Ed Director	\$4,622
HS Athletic Director	\$2,774
GS Athletic Director	\$2,138
National Honor Society	\$993
Summer Band	\$1,274
Beta Club	\$1,029
Extra-Curricular Supervisor	\$84
Dean of Students Supervisor	\$139
Mandated Committee	\$89
Summer School	\$87
General Duty Stipend	
A.	\$84
B.	\$139
C.	\$223
D.	\$498

Extra Duty 2020-2021	
Annual Staff	\$3,081
Music Instrumental	\$4,196
Student Council	\$1,800
Fresh/Soph Sponsor	\$512
Jr/Sr Sponsor	\$899
Annual GS	\$1,800
Gate Admission and Pep Bus	\$51
8th Grade Sponsor	\$512
FFA	\$5,290
FHA and FBLA	\$4,196
Organization upon Request	\$512
Music 1/2 Time Vocal	\$2,053
Math Team	\$3,138
Scholastic Bowl- Varsity	\$3,852
Scholastic Bowl-JV	\$2,568
Scholastic Bowl-Jr. High	\$1,898
Scholastic Bowl Asst-Jr High	\$1,187
National Teacher Certification	\$1,048
HS Vocal	\$3,047
Tech Director	\$4,761
Special Ed Director	\$4,761
HS Athletic Director	\$2,857
GS Athletic Director	\$2,202
National Honor Society	\$1,023
Summer Band	\$1,312
Beta Club	\$1,060
Extra-Curricular Supervisor	\$86
Dean of Students Supervisor	\$143
Mandated Committee	\$92
Summer School	\$90
General Duty Stipend	
A.	\$87
B.	\$143
C.	\$229
D.	\$513



2018-2019 Coaching Schedule

Years	V Football V B & G Basketball V Volleyball	Asst Football Asst Basketball Asst Volleyball	Track Softball Baseball Cheer Golf	Asst Track Asst Softball Asst Baseball Asst Cheer	
1 to 5	8.10%	4.20%	5%	2.60%	\$33,463
6 to 10	10%	4.80%	6%	3.60%	
11 to 15	12.40%	5.80%	7.70%	5.20%	
16 +	15%	7%	10%	6.80%	
	JH B & G Basketball	Asst Basketball Volleyball Cheer	Softball Baseball Track	Asst Volleyball Asst Cheer	Asst Track Asst Baseball Asst Track
1 to 5	4.40%	3.60%	3.20%	2.60%	2.10%
6 to 10	5%	4%	3.60%	3%	2.50%
11 to 15	5.50%	4.60%	4.20%	3.70%	3%
16 +	6%	5.40%	5.20%	4.50%	3.70%

2019-2020 Coaching Schedule

Years	V Football	Asst Football	Track	Asst Track	
	V B & G Basketball	Asst Basketball	Softball	Asst Softball	
	V Volleyball	Asst Volleyball	Baseball	Asst Baseball	
			Cheer	Asst Cheer	
			Golf		
1 to 5	8.10%	4.20%	5%	2.60%	\$34,036
6 to 10	10%	4.80%	6%	3.60%	
11 to 15	12.40%	5.80%	7.70%	5.20%	
16 +	15%	7%	10%	6.80%	
	JH B & G Basketball	Asst Basketball	Softball	Asst Volleyball	Asst Track
		Volleyball	Baseball	Asst Cheer	Asst Baseball
		Cheer	Track		Asst Track
1 to 5	4.40%	3.60%	3.20%	2.60%	2.10%
6 to 10	5%	4%	3.60%	3%	2.50%
11 to 15	5.50%	4.60%	4.20%	3.70%	3%
16 +	6%	5.40%	5.20%	4.50%	3.70%

2019-2020 Coaching Schedule

Years	V Football V B & G Basketball V Volleyball	Asst Football Asst Basketball Asst Volleyball	Track Softball Baseball Cheer Golf	Asst Track Asst Softball Asst Baseball Asst Cheer		
1 to 5	8.10%	4.20%	5%	2.60%		\$34,613
6 to 10	10%	4.80%	6%	3.60%		
11 to 15	12.40%	5.80%	7.70%	5.20%		
16 +	15%	7%	10%	6.80%		
	JH B & G Basketball	Asst Basketball Volleyball Cheer	Softball Baseball Track	Asst Volleyball Asst Cheer	Asst Track Asst Baseball Asst Track	
1 to 5	4.40%	3.60%	3.20%	2.60%	2.10%	
6 to 10	5%	4%	3.60%	3%	2.50%	
11 to 15	5.50%	4.60%	4.20%	3.70%	3%	
16 +	6%	5.40%	5.20%	4.50%	3.70%	