

Collective Bargaining Agreement

Entered Into By and Between

Board of Education of

Midland Community Unit School District No. 7,

Marshall County, Illinois

and

Midland Education Association – IEA NEA

For the 2017 – 2018 through 2020 -2021 School Years

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ARTICLE I

Recognition

- 1.1 The Board of Education of Midland Community Unit School District No. 7, Marshall County, Illinois (hereinafter referred to as the "Board") recognizes the Midland Education Association — Illinois Education Association — National Education Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all full-time and regularly employed part-time licensed employees, including teachers and guidance counselors (hereinafter referred to as "teachers"), specifically excluding the Superintendent, Principals, Assistant Principals, short-term employees, Teacher Aides, non-licensed employees, and all licensed employees employed as short-term employees, teachers' aides and non-licensed employees.

ARTICLE II

Teacher Compensation and Fringe Benefits

- 2.1 Salary increases will be as follows:

For the 2017-18 school year, each returning full time teacher shall receive a salary increase of \$630.00, inclusive of Board paid retirement, to their base salary from 2016-17.

For the 2018-19 school year, each returning full time teacher shall receive a salary increase of \$630.00, inclusive of Board paid retirement, to their base salary from 2017-18.

For the 2019-20 school year, each returning full time teacher shall receive a salary increase of \$630.00, inclusive of Board paid retirement, to their base salary from 2018-19.

For the 2020-21 school year, each returning full time teacher shall receive a salary increase of \$630.00, inclusive of Board paid retirement, to their base salary from 2019-20.

A teacher qualifying for additional compensation due to additional college course work will receive an additional salary increase of \$750.00 for every 16 hours earned as long as they are employed as a licensed teacher.

All of the above compensation is compounded for each year of the contract.

In no event shall a newly hired teacher's salary exceed that of a current employee with the same level of educational achievement and same years of recognized experience. A newly hired teacher will receive the same salary as a current employee with the same level of educational achievement and same years of recognized experience. In the event there is no current teacher with the same level of experience and same years of recognized experience, the lowest salary in the next highest increment shall be subtracted from the lowest salary in the next lowest increment. The difference will be divided by the number of increments in between plus one (1) to obtain the increment amount. The increment amount will then be added to the lowest year of experience in the lowest increment and each consecutive higher increment until reaching the increment where the newly hired teacher is to be placed. The parties have prior to execution of this agreement agreed upon examples. Once the initial salary of a teacher has been determined, the teacher shall in future years receive the general increases set forth above at the beginning of this section.

Prior to the beginning of each new school year, the District and 2 (two) union representatives will meet to review salaries. This meeting will be held two (2) weeks prior to the first new pay cycle of a school year. For example: The first pay check is Aug. 28; this meeting will be held at a minimum 2 weeks prior to Aug. 28 so that if there are problems they can be corrected before issuing the Aug. 28 payroll.

Additionally, these union members (as referenced above) will review any offered salaries to new employees PRIOR to offering said employee the salary.

Beginning salaries, without TRS, for employees who receive no credit for prior experience, shall be as follows:

	2017-2018	2018-2019	2019-2020	2020-2021
BS	\$33,560.00	\$34,190.00	\$34,820.00	\$35,450.00
BS +16	\$34,402.00	\$35,032.00	\$35,662.00	\$36,392.00
MA	\$35,244.00	\$35,874.00	\$36,504.00	\$37,134.00
MA +16	\$36,086.00	\$36,716.00	\$37,346.00	\$37,976.00

Instructors who teach a dual credit course and are not receiving recognition on the salary schedule for the master's degree that is required to teach said course, will receive a \$1,000.00 stipend.

Teacher salaries shall be determined based on the combination of acceptable years of experience and education.

Official transcripts that indicate that the teacher owned approved credit for the course are due by August 28 in order for said credit to apply to the upcoming school year. Any credit received after August 28 will be applied to the subsequent school year.

Coaches shall be allowed to advance one horizontal step each school year of this Agreement; provided, however, coaches that reach Step 16 shall be frozen on that step. Coaches shall be compensated based on the Stipend Schedule, attached as Appendix B to this Agreement.

Additionally, any person hired for a coaching position will only receive credit for prior experience in coaching if that experience was accrued in the similar sport that is recognized by an accredited organization. For example: IHSA experience will be counted; coaching city programs would not.

Credit will be calculated as follows:

1:1 years credited for coaching in a prior position that is IESA or IHSA or the equivalency of a recognized sport. The experience must be in a similar sport to receive credit on the compensation schedule. (i.e. girls

to boys; cross country to track, etc.)

2:1 years of experience credit when moving from a lower level to a higher level. In cases where there is an odd number of years of experience, the District will round up when calculating this ratio. (i.e. 3 yrs. of coaching Jr. High basketball equals 2 yrs. of coaching high school basketball.)

Extra Duty Stipends shall be based on the Extra Duty Schedule attached as Appendix C to this Agreement.

Teachers will receive their salary sheets with their number of sick days on the first Institute Day of the school year.

2.2 Pay Days — Specified. Pay days shall be paid every 14th and 28th day of each month. If the 14th or 28th falls on a Saturday or Sunday, paychecks will be dated and issued to employees on the preceding Friday. As a cost savings, all employees will be required to participate in direct deposit with electronic pay stubs.

2.3 Payroll Installments. Each employee shall be paid on the basis of 24 equal payments.

A record of sick and personal days will be kept in each school office to allow employees to check their record.

2.4 Pay Days. During the summer or extended school vacations, checks shall be mailed at least two (2) days before pay day, as set forth in Section 2.2.

2.5 Supplemental Jobs — Payroll Procedures. Supplemental pay shall be added to the teacher's salary and shall be paid in the paycheck each pay period, so long as the teacher in question is able to perform the supplemental job to which he or she is assigned. Supplemental pay for activities not completed shall be reimbursed by reducing the remaining paychecks due to the particular employee for the remainder of the school year pay period by the amount of the salary of the supplemental job not completed.

2.6 Teacher Retirement Contributions. According to the authority granted by the Pension Reform Act of 1974, Section 414(b)(2) of the Internal Revenue Code, the Board of Education will pay, on behalf of each teacher, his or her required contribution to the

Illinois Teachers' Retirement System ("TRS").

The Board will also pay, on behalf of each teacher, his or her required contribution to the Illinois Teachers' Health Insurance Security Fund ("THIS").

The teacher shall be responsible for any legislatively imposed increase in the employee's required contributions to TRS and/or THIS passed after July 1, 2014.

It is the intent of the parties by this Agreement to qualify the payments under this Section 2.6 as "picked-up" contributions within the meaning of Section 414(h)(2) of the Internal Revenue Code so as to be excludable from the gross income of all teachers. The teachers shall have no right or claim to the funds so remitted except as they may subsequently become available upon retirement or resignation from the TRS.

- 2.7 Salary Deductions. Salary deductions for unpaid absences will be calculated at 1/180th of the teacher's annually scheduled salary.
- 2.8 Health Insurance. The Board shall select an appropriate group health insurance policy and offer group health insurance to all regularly employed teachers who work a minimum of one-half of the full-time equivalency for teachers in the School District. Eligible teachers may elect to participate in any of the following insurance plans: 1) Single; 2) Employee & Spouse; 3) Employee & Child; or 4) Family during each year of the contract, the Board agrees to contribute 59% of the cost of the monthly insurance premium with the individual teacher paying 41% of the cost for the monthly premium.

The Board also agrees to pay the following:

1. The full premium for individual term life insurance required for the group health insurance program.
2. The full premium for dependent term life insurance required for the group health insurance program.

All employees who currently receive the grandfathered stipend of \$1920 outlined in the 1998 contract, will continue to receive such stipend.

2.9 Sick Leave. Each teacher shall be entitled to 13 sick leave days per school year without loss of pay. Teachers who work 10-month contracts shall be entitled to 16 days each school year. This change from past practice is pursuant to the "sunset" provision from paragraph 2.9 of a previous contract between the parties.

Unused sick leave days shall accumulate from year to year to a maximum of 340 days. Teachers who have accumulated 340 days of sick leave will, at the beginning of each school year after having accumulated 340 sick leave days, be granted additional, non-accumulating sick leave days in the amount set forth above (i.e. a maximum of 353 sick leave days for a teacher with 10 years of District Service or a maximum of 365 sick leave days for a teacher with 25 years of District Service) for use during that year. At the end of each school year, any sick leave days beyond 340 days will be forfeited.

Sick leave shall be interpreted pursuant to Section 24-6 of the Illinois School Code.

Part-time staff who work at least 4 or more hours on a daily basis will be given sick leave on a pro rata share of the full-time amount of sick leave days. Teachers eligible to leave under the Family and Medical Leave Act ("FMLA") shall be granted leave pursuant to the provisions of the Act; provided, however, the parties agree that the Board retains all rights to determine the conditions of the leave as granted to it by the Act.

Employees may use sick days outside the scope of Section 24-6 of the Illinois School Code, for bereavement days and/or for funerals at the approval of the Principal or Superintendent.

Employees on a full school year leave of absence will not be entitled to and will not accumulate sick leave. Those employees granted a partial year leave of absence will be provided sick leave on a pro rata basis on the days worked.

Employees shall not call their own substitutes.

2.10 Personal Business Leave. The Board shall grant three (3) days of annual personal leave. However, a request for use of these days must be made to the principal at least two (2) days in advance. In the case of an emergency, the two-day period may be waived if approved by the

Principal. The intent of the personal leave is to provide added protection for the employee so that the employee will not suffer salary loss for conducting necessary personal affairs, the time and occurrence of which are not within the employee's control, and which require the employee's absence from work.

When schools and school offices are officially closed by the Superintendent, due to emergency, no leave days previously arranged by the employee will be deducted for such emergency days.

Personal leave is also subject to the following conditions:

1. Personal leave days may not be used in increments of less than one-half day.
2. Employees will not be permitted to take a personal day on the day preceding or the day immediately following a scheduled school vacation period without prior approval of the Superintendent or building Principal.
3. Personal leave days may not be used during the first five days or the last five days of the school year without prior approval of the Superintendent or building Principal.
4. Personal leave days may not be used on in-service, workshop, or institute days without prior approval of the Superintendent or building Principal.
5. Unused personal leave days shall not accumulate from year to year but rather two of three personal leave days may be converted to sick days at the end of each year, as set forth in Section 2.9 herein.
6. No more than five (5) teachers from the District shall be permitted to utilize a personal leave day on the same calendar date, without prior approval of the Superintendent.

2.11 Sabbatical Leave. The School Board may in its sole discretion grant a sabbatical leave to a tenured teacher. Such leave is subject to the provisions of the Illinois School Code, Section 24-6.1.

2.12 Leave of Absence Without Pay. The School Board may grant a leave of absence without pay to tenured employees who have rendered satisfactory service and desire to return to employment in a similar capacity at a time mutually consistent with the District's needs as

determined by the School Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the leave's purpose, consistent with a reasonable continuity of instruction for students.

Teachers on Board-approved leaves of absence will retain seniority. Seniority will not accrue during any leave of absence without pay, except during approved FMLA leave.

2.13 Workshop/Conventions Each full-time teacher shall be entitled to reimbursement for usual and customary expenses incurred in attending workshops and conventions are subject to the following conditions:

1. Reimbursement is not to exceed \$450.00 per person for a period not to exceed two (2) days. (Mileage is included in this annual reimbursement.)
2. Prior written approval for the workshop/convention must be given by the Principal or Superintendent.
3. Upon request of the employee, with sufficient prior notice, the District will pay registration fees and hotel rooms in advance of the workshop/convention, which fees are included in the maximum reimbursement amount set forth in this Section 2.13.1. Upon return from the workshop/convention, employees will submit actual receipts to the District Office.
4. Employees will not be required to share a hotel room with more than 1 person.
5. Receipts must be submitted for reimbursement stating the items and charges incurred.
6. Teachers will be reimbursed before four pay periods have passed.

2.14 Professional Development. There will be at least 24 (twenty-four) clock hours of Professional Development provided by the District during each year of the contract.

2.15 Tuition Reimbursement. A full-time teacher shall be reimbursed the cost of tuition for college level courses, subject to the following

conditions and limitations:

1. Prior written approval for tuition reimbursement from their building Principal and the Superintendent is required.
2. The teacher must be in good standing with the District and not on leave.
3. Requests shall be in writing and on a form made available by the building Principal. Said form shall include, at a minimum, the course name and number, summary of the course, name of college offering the course, number of semester hours of credit, an indication of the NCATE accreditation, an explanation of how the course promotes professional development and will enhance student achievement.
4. Courses must be taken at an NCATE accredited college or university or North Central Association. Any course offered from another college or university must receive the approval of the Superintendent.
5. The course must be successfully completed with a grade of "C" or better.
6. The course must either: 1) lead to an advanced degree in the field of education; 2) be within a subject matter area regularly taught at the District; 3) be within the teacher's area of certification or highly qualified status; 4) be within an additional endorsement area of emphasis within the District; or 5) contribute in a meaningful way toward professional development and enhance student achievement. The Superintendent (or his/her designee), in the exercise of his/her sole discretion, will determine whether the proposed course meets any of the above requirements.
7. The Superintendent may deny approval for compressed courses, on-line delivery, CD-ROM, video or correspondence courses if the Superintendent determines that the course has insufficient rigor to warrant approval.
8. Participation in the course may not interfere with performance of the teacher's regular school duties.
9. Undergraduate courses will be approved only if taken at the

request of the District or the Superintendent if, in the exercise of his/her discretion, he/she determines that the class will serve the best interests of the District.

10. Teachers may not receive any tuition reimbursement for more than nine semester hours of credit in any given school year. For purposes of this paragraph only, the school year shall run from July 1 through June 30. Courses for which the teacher receives no tuition reimbursement may, however, at the discretion of the Superintendent, be approved for horizontal lane advancement, so long as approval is obtained prior to the teacher taking the course and all the criteria set forth in this section are met. Notwithstanding the foregoing, the Superintendent expressly reserves the right to limit horizontal advancement to one column per year.
11. The amount of reimbursement for tuition will be based on the ACTUAL cost, but shall not exceed the average tuition charge of the Illinois State University and Northern Illinois University per semester hour.

Approval or disapproval of tuition reimbursement requests shall be in writing.

Reimbursements to teachers for prior approved classes shall be paid within sixty (60) calendar days after all required documentation has been received by the Superintendent. Documentation shall include, but is not limited to, an official transcript from the institution where the course work was completed.

Approval of an undergraduate course for one individual shall not constitute a precedent.

- 2.16 Hours and Days of Employment. The contractual day for the entire District will be from 8:00 a.m. to 4:00 p.m. Each teacher shall work not less than an eight-hour day at school, excluding extra-curricular hours in the school building. Teachers assigned bus duty outside of these times shall be allowed to leave 5 minutes after the students leave school on the day when they serve morning bus duty.

Teachers assigned detention hall duty after school and after their eight-hour day is complete, will be paid per Appendix D.

The Superintendent and building Principal shall have the right, however, to call one (1) before or after-school faculty meeting per month. Subject to the eight-hour work day requirement above, on faculty meeting days that occur before the student day, teachers shall be allowed to leave five (5) minutes after final student dismissal unless assigned an after-school duty on that day. On faculty meeting days that occur after the student day, teachers shall be allowed to leave five (5) minutes after final student dismissal on the following day, unless assigned an after-school duty on that day.

Additionally, on Fridays and on the day before school holidays, teachers shall be allowed to leave five (5) minutes after student dismissal, unless assigned an after-school duty on that day.

Each teacher shall work no more than 180 days per school year which shall include the following (Except as noted on Appendix E):

1. Minimum state pupil attendance days.
2. No more than 4 institute days.
3. No more than 2 parent-teacher conference days.

Teachers shall have the right to review and comment on the school calendar prior to its adoption.

Teachers shall be dismissed each year for winter break no later than December 22nd.

All teachers will be required to attend in-service and institute time unless they are ill at the time or upon the request of the Superintendent or Principal. No teacher will be excused for the purpose of extracurricular activities or practice.

A heat schedule will be in effect through Labor Day or at the Superintendent's discretion, as needed.

The District will schedule 2 full weeks for Christmas break and 1 full week for Easter break in addition to Good Friday.

- 2.17 Duty-Free Lunch. Teachers will be entitled to a duty-free uninterrupted lunch period each day as required in Section 24-9 of the Illinois School Code, except those teachers who elect to do lunch supervision for pay.

One adult will be assigned to supervise students during lunch in the cafeteria and two adults assigned to supervise students on the playgrounds during noon recess.

2.18 Schools Closed. When all the District's schools are closed to students due to acts of God or inclement weather, teachers shall not be required to report for duty. When the start of school is delayed, teachers shall make a reasonable attempt to arrive at the work site at the start of the contract day. When school is closed early for heat or other legitimate reason, teachers shall be released as soon as students have safely vacated the premises.

2.19 Mileage Reimbursement. Teachers shall be reimbursed for use of personal vehicles while conducting school district related business; provided, however, they have received prior approval from the Principal or Superintendent to conduct said business. The rate as set by the IRS on January 1st shall be the annual rate for the year.

2.20 Regularly Employed Part-time Teachers. Regularly employed part-time teachers shall receive a pro rata share of the compensation and benefits set forth in this Article 2 in direct proportion to the amount of time which they work relative to a full-time teacher. Regularly employed part-time teachers shall move one experience year on the salary schedule for each full year of work on this part-time status.

2.21 Pay for Internal Substitute Teachers. If a regularly employed teacher is requested, required, or approved by a principal to teach, perform a duty, and/or attend to students during their prep time, he/she will be compensated at a rate listed in Appendix D:

Elementary prep time is defined as normal PE/Music times. For Special Teachers (those who do not have music or PE) prep time is defined as their regular scheduled prep time identified on their schedules submitted to the building principal.

2.22 Section 125 Flexible Spending Plan. The Board agrees to offer an optional employee Section 125 Flexible Spending Plan.

Employees will be responsible for:

1. Signing up annually to coincide with health insurance.
2. Selecting the annual/monthly amounts to be withheld.

3. Tracking their own costs and receipts.
4. Employees who terminate employment before the end of the plan will be responsible for the costs associated with their benefits and withdrawals as provided by law.

The Board will be responsible for:

1. Paying the one time startup cost for the program.
 2. Deducting and remitting the premium monthly to the Flex Plan provider. The Flex Plan will begin annually to coincide with health insurance.
- 2.23 Reductions in Force. The Board agrees to follow and not waive the requirements for reduction in force and reinstatement of licensed staff as provided by the Illinois School Code.
- 2.24 Supervision of Activities. If a teacher has been asked and agrees to supervise an extracurricular event, the Board has agreed to pay the per-event stipends listed on attached Appendix D.
- 2.25 PERA and Senate Bill 7. The Board agrees to follow the requirements as provided by the Illinois School Code in reference to PERA and Senate Bill 7 committees.

ARTICLE III

Association Rights

- 3.1 Board Meetings — Notification. The President of the Association, or his/her designee, shall be given a copy of the Agenda or Statement of Purpose of any regular or special meeting of the Board of Education. The copy may be mailed, e-mailed or placed in the school mailbox, or hand-delivered at least twenty-four (24) hours prior to the scheduled time of such meeting.
- 3.2 Board Minutes. One (1) copy of all approved Board Minutes will be mailed, e-mailed, or placed in the mailbox of the President of the Association within five (5) working days of approval.
- 3.3 Pertinent Information. Upon request the Board shall provide the Association with a copy of the Budget; annual financial reports; names and addresses of licensed personnel; Treasurer's Report; fall housing

data; names and addresses of newly-hired employees; compensation paid to licensed personnel for salary and extra-duty pay, if any; and/or any information which may be necessary for the Association to process any grievance; provided, however, that the Board shall not be required to provide or otherwise disclose any documents or information that is not required to be disclosed under the Freedom of Information Act.

- 3.4 Mailbox Use. The Association shall have the right to use the teacher's mailboxes for communications to teachers and will advise the Principal when such distribution occurs.
- 3.5 Representative Access to Buildings. Duly authorized representatives of the Midland Education Association shall have the right to transact official Association business on school property at reasonable times, provided such times do not affect the normal school schedule or operation thereof. For purposes of this paragraph, reasonable times shall be deemed to mean either before or after the scheduled student day and during the teachers' duty-free lunch period.
- 3.6 Association Use of Buildings. The Association and its representatives shall have the right to use school buildings for meetings of the Midland Education Association, so long as the Association secures prior approval from the Superintendent or his designee through submission of a building usage request and so long as the requested usage does not interfere with previously scheduled activities in said school buildings. The Association will be provided the proper building usage request forms for this purpose.
- 3.7 Professional Dues. The Midland Education Association will, 15 calendar days prior to the first pay day, submit continuing authorization for dues deductions for those members requesting such deductions. The Association will annually specify the total dues amount per member.

The administration will, within ten (10) days of each payday, remit deductions of employees to the Association. A list of teachers from whom deductions have been made will be included with the October remittance.

Those employees who leave the District prior to the beginning of the second semester may, within forty (40) days prior notice, authorize a withdrawal of authorization for dues deductions.

Continuing members must sign a withdrawal 15 calendar days prior to the

first pay date to revoke a continuing authorization.

- 3.8 Employee Discipline/Reprimand/Personnel Files. An employee shall be entitled to have an Association representative present at disciplinary conferences when a written reprimand or record is issued.

Personnel files shall be maintained in the District's administrative office. Each employee shall have the right, upon written request, to review the contents of his or her own personnel file and to place therein a written response to its contents. Such review shall be at a mutually convenient time during normal business hours at the District's main office and in the presence of a designated representative of the Board. The right to review does not extend to confidential letters, statements of recommendation and applications which are protected from inspection by the Family Education Rights and Privacy Act of 1974 or by the employee's signed waiver of his or her right to access.

The employer may not permanently remove records from an employee's personnel file without notification to the employee in writing; however, files of former employees may be destroyed when authorized by the local records commission. The employer may not add records to the employee's personnel file unless notice is given or a copy is presented to the employee. The employee will be given the opportunity to initial records added.

- 3.9 Association Leave. In the event that the Association desires to send one or more representatives to local, state, or national conferences or on other business pertinent to Association affairs, the representative(s) shall be excused without loss of salary, personal days or sick days, for a collective total of two (2) days; provided, however, the Association shall reimburse the Board for the cost of a substitute, at the rate established by the Board, for any time missed pursuant to this paragraph. Said payment shall be submitted to the Superintendent, or a designee, within thirty (30) days after the leave is utilized.

ARTICLE IV

Grievance Procedures

4.1 Definitions.

1. Any claim by the Association or any teacher that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
2. All time limits contained herein shall consist of calendar days and shall be computed by excluding the first day and including the last, unless that last day is Saturday, Sunday or a legal holiday, and then it shall also be excluded.

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

1. The teacher or the Association may present the grievance in writing within twenty-one (21) days of the date of the event giving rise to the grievance, to the immediately involved supervisor, which grievance shall state the article, section and clause of this Agreement alleged to be violated, misrepresented, or misapplied, and which grievance shall further state the remedy which is sought. The immediately involved supervisor shall arrange for a meeting to take place within seven (7) days after receipt of the grievance. The grievant, the immediately involved supervisor and, if requested, the Association's representative shall be present for the meeting. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the supervisor's written decision and reason therefore.
2. If the grievance is not resolved at Step 4.2.1, then the grievant or the Association may appeal the grievance in writing to the Superintendent or his officially designated representative within seven (7) days after receipt of the Step 4.2.1 answer or within

fourteen (14) days after the Step 4.2.1 meeting, whichever is later. The Superintendent shall arrange with the grievant and, if requested, the Association representative for a meeting to take place within seven (7) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary. Within seven (7) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written decision and reasons therefore.

3. If the Association is not satisfied with the disposition of the grievance of Step 4.2.2 or the time limits expire without the issuance of the Superintendent's written reply, the grievance may be submitted 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 Step 4.2.2 answer, then the grievance shall be deemed withdrawn.
 - a. The Association shall not be permitted to assert any grounds or evidence before the Arbitrator, which were not previously disclosed to the immediately involved supervisor and the Superintendent. Similarly, neither the Board nor its Superintendent shall be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the grievant or the Association.
 - b. The Arbitrator shall have no power to alter the terms of this Agreement.
 - c. Each party will pay its own costs of representation and the cost of a transcript of the arbitration proceedings, if requested.
 - d. The cost of the American Arbitration Association is to be shared equally by the parties.
- 4.3 Bypass to Superintendent. If the Association and the Superintendent agree, Step 4.2.1 of the grievance procedure may be bypassed and the grievance brought directly to Step 4.2.2.
- 4.4 Bypass to Arbitration. If the Superintendent and the Association agree, a

grievance may be submitted directly to arbitration.

- 4.5 Class Grievance. Class grievances involving one or more teachers or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step 4.2.2.
- 4.6 Association Participation. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present. When a teacher declines to be represented by the Association in the grievance procedure, the Association shall have the right to have its representative present to state its views at any stage where the grievance is to be adjusted.
- 4.7 Time Limits. 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 administrator's failure to give a decision within the time limits will permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- 4.8 Release Time. Should the processing of any grievance require that the grievant or the Association representative be released from his or her regular assignment, then he or she shall be released without loss of pay or benefits.
- 4.9 Filing of Materials. All records related to a grievance shall be filed separately from the personnel files of the participant.
- 4.10 Grievance Withdrawn. A grievance may be withdrawn at any level without establishing precedent.

ARTICLE V

Effect of Agreement

- 5.1 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, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions contained herein may be modified only through the written mutual consent of the parties.

5.2 Savings Clause. Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then said article, section or clause shall be deleted here from, but the remaining article, sections and clauses shall remain in full force and effect.

5.3 No-Strike Provision. During the term of this Agreement, no teacher or employee, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any strike, slow down, or other refusal to render full and complete services to the Board, or any activity which would intentionally disrupt in any manner in whole or in part the operation of the School District.

The Board and the Association will follow the rules and regulations of the IELRA.

5.4 Management Rights. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the United States and the State of Illinois. The exercise by the Board of any or all powers, rights, authority, duties and responsibilities and the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement to the extent such terms are consistent with law.

1. General Supervision that is required outside of extra-pay positions shall be assigned on a rotational basis by each building principal.
2. Supervision at recess shall require one (1) supervisor for two (2) or less classes. When more than two (2) classes are at recess, at least two (2) supervisors must be present.

- 5.5 Ratification of Agreement. This Agreement will not be considered binding until such time as the Association has formally notified the Board in writing of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.
- 5.6 Terms of Agreement. This Agreement shall be effective July 1, 2017 and shall continue in effect through June 30, 2021.
- 5.7 Successor Agreement. The successor Agreement will be bargained pursuant to the provisions of the Illinois Educational Labor Relations Act. However bargaining shall begin on or before March 15 or the year this agreement expires except by mutual agreement. Notice to reopen negotiations must be given in writing prior to February 1 of the year in which this current Agreement expires.

ARTICLE VI

Assignments, Vacancies, and Transfers

- 6.1 Notification of Assignment. All employees shall be given written notice of their tentative teaching assignments for the forthcoming year no later than May 1st. If it becomes necessary to reassign personnel after the May 1 deadline, the employee shall be immediately notified.
- 6.2 Voluntary Transfer of Staff Members. Teachers may request a transfer by submitting their request to the Principal and Superintendent in writing. When requests are made, a conference shall be held with the Principal. It is agreed that priority consideration will be given to current employee applications with the understanding the current employees are not guaranteed the position. The teacher may appeal the decision of the Principal to the Superintendent; provided, however, the Superintendent's decision shall be deemed final. Notwithstanding the foregoing, it is expressly understood by the parties that all positions will be filled with the person(s) that the Board or its designee determines to best meet the overall District needs and pursuant to Section 24-1.5 of the Illinois School Code, as amended.
- 6.3 Involuntary Transfer of Staff Members. If an involuntary transfer is necessary, volunteers shall be sought and considered prior to any involuntary action. When involuntary transfers are necessary, lists of positions in other schools shall be made available to all

teachers being transferred. In filling such positions, consideration shall be given to presently employed teachers. Notwithstanding the foregoing, it is expressly understood by the parties that all positions will be filled with the person(s) that the Board or its designee determines to best meet the overall District needs and pursuant to Section 24-1.5 of the Illinois School Code, as amended.

- 6.4 Vacancy. A vacancy is an instructional position for which the Board deems necessary to hire a replacement. Instructional positions include, but are not limited to, classroom teachers, special teachers, counselors, and librarians for the purpose of this Agreement.

The Administration shall place in the Association mailbox and in each building's teacher's lounge notice of any vacancy, as defined above, as they occur, and for the following school term. Interested applicants should apply immediately to the Superintendent to be considered. Qualified District No. 7 applicants will be given careful consideration before anyone outside the District may be hired to fill the vacancy.

Teachers returning from a leave of absence will be given consideration as candidates for vacancies.

No vacancy, except in the case of emergency, will be filled until seven (7) days after the vacancy notice has been posted in the main office and in each building during the school year. During the summer, the vacancy notice will be posted in the main office with a copy mailed to district employees through payroll. Individuals interested in immediate notification of summer vacancies may submit 10 self-addressed stamped envelopes to the Unit Office.

When a stipend position becomes open due to resignations or retirements, the Administration will post positions and give consideration to all qualified applicants.

All positions on Appendix D will be offered to qualified Midland employees 7 (seven) days before posting the positions outside of the District.

Notwithstanding the foregoing, all positions will be filled with the person(s) that the Board and Administration determines to best meet the overall District needs and pursuant to Section 24-1.5 of the Illinois School Code, as amended.

ARTICLE VII

Seniority

7.1 Seniority. Teacher seniority shall be based on current School Code requirements. Unless the School Code requires otherwise, in the event seniority is equal between teachers, the most senior teacher will be determined by lot. A "first draft" seniority list shall be posted by November 30 of each year which will reflect length of service, areas of certification and tiebreakers.

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2017.

BOARD OF EDUCATION
MIDLAND CUSD #7

By _____ Date_ _____.
(Its President)

Attest _____ Date _____
(Its Secretary)

MIDLAND EDUCATION ASSOCIATION
IEA – NEA

By _____ Date _____
(Its President)

Attest _____ Date _____
(Its Secretary)

Appendix B: Coaching Stipends 2017-2018 / 2018-2019 / 2019-2020 / 2020-2021

Group	Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1	JHS Cheer	\$1,215	\$1,255	\$1,295	\$1,335	\$1,375	\$1,415	\$1,455	\$1,495	\$1,535	\$1,575	\$1,615	\$1,655	\$1,695	\$1,735	\$1,775	\$1,815
1	5/6 Basketball	\$1,215	\$1,255	\$1,295	\$1,335	\$1,375	\$1,415	\$1,455	\$1,495	\$1,535	\$1,575	\$1,615	\$1,655	\$1,695	\$1,735	\$1,775	\$1,815
1	* 5/6 Volleyball	\$1,215	\$1,255	\$1,295	\$1,335	\$1,375	\$1,415	\$1,455	\$1,495	\$1,535	\$1,575	\$1,615	\$1,655	\$1,695	\$1,735	\$1,775	\$1,815
	* if 5/6 Volleyball Intramurals																
	Split Stipend	\$1,215	\$1,255	\$1,295	\$1,335	\$1,375	\$1,415	\$1,455	\$1,495	\$1,535	\$1,575	\$1,615	\$1,655	\$1,695	\$1,735	\$1,775	\$1,815
2	JHS Softball	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	JHS Volleyball	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	JHS Track	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	HS Cheerleading	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	HS Asst Golf	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	JHS Baseball	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	JHS Asst Girls Basketball	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	JHS Asst Boys Basketball	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
2	HS Freshman Volleyball	\$1,803	\$1,843	\$1,883	\$1,923	\$1,963	\$2,003	\$2,043	\$2,083	\$2,123	\$2,163	\$2,203	\$2,243	\$2,283	\$2,323	\$2,363	\$2,403
3	JHS Boys Basketball	\$2,421	\$2,461	\$2,501	\$2,541	\$2,581	\$2,621	\$2,661	\$2,701	\$2,741	\$2,781	\$2,821	\$2,861	\$2,901	\$2,941	\$2,981	\$3,021
3	HS Freshman Basketball	\$2,421	\$2,461	\$2,501	\$2,541	\$2,581	\$2,621	\$2,661	\$2,701	\$2,741	\$2,781	\$2,821	\$2,861	\$2,901	\$2,941	\$2,981	\$3,021
3	Golf	\$2,421	\$2,461	\$2,501	\$2,541	\$2,581	\$2,621	\$2,661	\$2,701	\$2,741	\$2,781	\$2,821	\$2,861	\$2,901	\$2,941	\$2,981	\$3,021
3	JHS Head Girls Basketball	\$2,421	\$2,461	\$2,501	\$2,541	\$2,581	\$2,621	\$2,661	\$2,701	\$2,741	\$2,781	\$2,821	\$2,861	\$2,901	\$2,941	\$2,981	\$3,021
3	JHS Athletic Director	\$2,730	\$2,770	\$2,810	\$2,850	\$2,890	\$2,930	\$2,970	\$3,010	\$3,050	\$3,090	\$3,130	\$3,170	\$3,210	\$3,250	\$3,290	\$3,330
4	HS Baseball	\$3,142	\$3,182	\$3,222	\$3,262	\$3,302	\$3,342	\$3,382	\$3,422	\$3,462	\$3,502	\$3,542	\$3,582	\$3,622	\$3,662	\$3,702	\$3,742
4	HS Softball	\$3,142	\$3,182	\$3,222	\$3,262	\$3,302	\$3,342	\$3,382	\$3,422	\$3,462	\$3,502	\$3,542	\$3,582	\$3,622	\$3,662	\$3,702	\$3,742
4	HS Wrestling	\$3,142	\$3,182	\$3,222	\$3,262	\$3,302	\$3,342	\$3,382	\$3,422	\$3,462	\$3,502	\$3,542	\$3,582	\$3,622	\$3,662	\$3,702	\$3,742
4	HS Bass Fishing	\$3,142	\$3,182	\$3,222	\$3,262	\$3,302	\$3,342	\$3,382	\$3,422	\$3,462	\$3,502	\$3,542	\$3,582	\$3,622	\$3,662	\$3,702	\$3,742
4	HS Volleyball	\$3,142	\$3,182	\$3,222	\$3,262	\$3,302	\$3,342	\$3,382	\$3,422	\$3,462	\$3,502	\$3,542	\$3,582	\$3,622	\$3,662	\$3,702	\$3,742
5	HS Asst Girls Basketball	\$2,936	\$2,976	\$3,016	\$3,056	\$3,096	\$3,136	\$3,176	\$3,216	\$3,256	\$3,296	\$3,336	\$3,376	\$3,416	\$3,456	\$3,496	\$3,536
5	HS JV Basketball	\$2,936	\$2,976	\$3,016	\$3,056	\$3,096	\$3,136	\$3,176	\$3,216	\$3,256	\$3,296	\$3,336	\$3,376	\$3,416	\$3,456	\$3,496	\$3,536
6	HS Varsity Basketball	\$4,172	\$4,212	\$4,252	\$4,292	\$4,332	\$4,372	\$4,412	\$4,452	\$4,492	\$4,532	\$4,572	\$4,612	\$4,652	\$4,692	\$4,732	\$4,772
6	HS Athletic Director	\$3,966	\$4,006	\$4,046	\$4,086	\$4,126	\$4,166	\$4,206	\$4,246	\$4,286	\$4,326	\$4,366	\$4,406	\$4,446	\$4,486	\$4,526	\$4,566
7	HS Asst Softball	\$2,318	\$2,358	\$2,398	\$2,438	\$2,478	\$2,518	\$2,558	\$2,598	\$2,638	\$2,678	\$2,718	\$2,758	\$2,798	\$2,838	\$2,878	\$2,918
7	HS Asst Baseball	\$2,318	\$2,358	\$2,398	\$2,438	\$2,478	\$2,518	\$2,558	\$2,598	\$2,638	\$2,678	\$2,718	\$2,758	\$2,798	\$2,838	\$2,878	\$2,918
7	HS Asst Volleyball	\$2,318	\$2,358	\$2,398	\$2,438	\$2,478	\$2,518	\$2,558	\$2,598	\$2,638	\$2,678	\$2,718	\$2,758	\$2,798	\$2,838	\$2,878	\$2,918
8	Pom-Pom	\$1,597	\$1,637	\$1,677	\$1,717	\$1,757	\$1,797	\$1,837	\$1,877	\$1,917	\$1,957	\$1,997	\$2,037	\$2,077	\$2,117	\$2,157	\$2,197
8	JHS Asst Volleyball	\$1,550	\$1,590	\$1,630	\$1,670	\$1,710	\$1,750	\$1,790	\$1,830	\$1,870	\$1,910	\$1,950	\$1,990	\$2,030	\$2,070	\$2,110	\$2,150
8	JHS Asst Softball	\$1,550	\$1,590	\$1,630	\$1,670	\$1,710	\$1,750	\$1,790	\$1,830	\$1,870	\$1,910	\$1,950	\$1,990	\$2,030	\$2,070	\$2,110	\$2,150
8	JHS Asst Baseball	\$1,550	\$1,590	\$1,630	\$1,670	\$1,710	\$1,750	\$1,790	\$1,830	\$1,870	\$1,910	\$1,950	\$1,990	\$2,030	\$2,070	\$2,110	\$2,150
8	JHS Asst Track	\$1,550	\$1,590	\$1,630	\$1,670	\$1,710	\$1,750	\$1,790	\$1,830	\$1,870	\$1,910	\$1,950	\$1,990	\$2,030	\$2,070	\$2,110	\$2,150
9	HS Asst Football	Set by Co-op															

Appendix C Extra Duty Schedule

FY17 - FY18

AM Bus Duty	17-18	18-19	19-20	20-21
Middle School	\$1,121.10	\$1,132.31	\$1,143.63	\$1,155.07
Elementary #1 40 min.	\$2,270.48	\$2,293.18	\$2,316.12	\$2,339.28
Elementary #2 20 min.	\$1,008.99	\$1,019.08	\$1,029.27	\$1,039.56
Lunch Duty				
All Buildings	\$1,409.96	\$1,424.06	\$1,438.30	\$1,452.68
Other Stipends				
Fresh. Class Sponsor	\$409.05	\$413.14	\$417.27	\$421.44
Soph. Class Sponsor	\$409.05	\$413.14	\$417.27	\$421.44
Jr. Class Sponsor	\$660.54	\$667.15	\$673.82	\$680.56
Sr. Class Sponsor	\$589.84	\$595.74	\$601.70	\$607.71
Class Sponsor Jr. High	\$441.37	\$445.78	\$450.24	\$454.74
Student Council HS	\$1,177.66	\$1,189.44	\$1,201.33	\$1,213.34
Student Council J.H.	\$821.13	\$829.34	\$837.63	\$846.01
Pack HS	\$509.04	\$514.13	\$519.27	\$524.46
Pack Middle School	\$615.09	\$621.24	\$627.45	\$633.73
YearBook H.S.	\$1,374.61	\$1,388.36	\$1,402.24	\$1,416.26
YearBook J.H.	\$613.07	\$619.20	\$625.39	\$631.65
YearBook Elem.	\$613.07	\$619.20	\$625.39	\$631.65
Schol. Bowl H.S.	\$1,289.77	\$1,302.67	\$1,315.69	\$1,328.85
Schol. Bowl J.H.	\$1,264.52	\$1,277.17	\$1,289.94	\$1,302.84
Speech Lit. @ MS	\$952.43	\$961.95	\$971.57	\$981.29
Elem/MS Fair	\$565.60	\$571.26	\$576.97	\$582.74
Musical/Play H.S.	\$1,177.66	\$1,189.44	\$1,201.33	\$1,213.34
Musical/Play J.H.	\$952.43	\$961.95	\$971.57	\$981.29
FFA	\$5,926.68	\$5,985.95	\$6,045.81	\$6,106.26
FHA	\$565.60	\$571.26	\$576.97	\$582.74
History Club	\$509.04	\$514.13	\$519.27	\$524.46
Jazz/Pep Band	\$565.60	\$571.26	\$576.97	\$582.74
NHS	\$675.69	\$682.45	\$689.27	\$696.16
Newspaper	\$675.69	\$682.45	\$689.27	\$696.16
Rivers	\$509.04	\$514.13	\$519.27	\$524.46
Science Club	\$509.04	\$514.13	\$519.27	\$524.46
Spanish Club	\$509.04	\$514.13	\$519.27	\$524.46
Teams	\$491.87	\$496.79	\$501.76	\$506.77
Special Olympics	\$575.70	\$581.46	\$587.27	\$593.14
Dean Students	\$2,867.39	\$2,896.06	\$2,925.02	\$2,954.27
Vocational Director	\$1,150.39	\$1,161.89	\$1,173.51	\$1,185.25
WYSE	\$491.87	\$496.79	\$501.76	\$506.78

Appendix D – Extra Stipends Per Event FY17 – FY21

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Official Book (home meets/games only/libero)	\$30.00	\$30.30	\$30.60	\$30.91	\$31.22
Scorekeeper/Timekeeper	\$30.00	\$30.30	\$30.60	\$30.91	\$31.22
Gates/Tickets	\$30.00	\$30.30	\$30.60	\$30.91	\$31.22
Moderator	\$30.00	\$30.30	\$30.60	\$30.91	\$31.22
Supervision –non athletic extra curricular events	\$30.00	\$30.30	\$30.60	\$30.91	\$31.22
Supervision – athletic events, except football games	\$35.00	\$35.35	\$35.70	\$36.06	\$36.42
Supervision of football games and any other high demand crowd control event	\$40.00	\$40.40	\$40.80	\$41.21	\$41.62
Supervision of detention, homework room, loss of prep & internal sub (31-60 min.)	\$17.51	\$17.69	\$17.86	\$18.04	\$18.22
Supervision of detention, homework room, loss of prep & internal sub (30 min. or less)	\$14.42	\$14.56	\$14.71	\$14.86	\$15.01

Appendix E	
Compensation for Additional Days Worked	
Pre-K Grant Writer up to 10 additional days worked	1/180 of contract salary for days worked
Title I Grant Writer – 10 additional days	1/180 of contract salary
FFA -- 25 additional days	1/180 of contract salary
Band – 5 additional days	1/180 of contract salary
HS Guidance Counselor – 20 additional days	1/180 of contract salary
MS Guidance Counselor – 10 additional days	1/180 of contract salary