

2023-2028

AGREEMENT

between

THE BOARD OF EDUCATION

DISTRICT NO. 126

Alsip, Hazelgreen, Oak Lawn, Illinois

and the

DISTRICT NO. 126

FEDERATION OF TEACHERS COUNCIL

LOCAL 943

AFT

AFL-CIO

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AGREEMENT

**between THE BOARD OF EDUCATION, DISTRICT NO. 126
Alsip, Hazelgreen, Oak Lawn, Illinois
and the DISTRICT NO. 126 COUNCIL OF TEACHERS, LOCAL 943,
American Federation of Teachers, AFL-CIO**

This Agreement is made and entered as of this 14th day of December, 2022, by and between the Board of Education of District No. 126, Cook County, the Alsip, Hazelgreen and Oak Lawn elementary schools, hereinafter referred to as the “Board,” and the District No. 126 Council of Teachers Local 943, American Federation of Teachers, AFL-CIO, hereinafter referred to as the “Union.”

PREAMBLE

The UNION and BOARD enter into this Agreement for the purpose of (1) setting wages and working conditions of the bargaining unit defined herein; (2) establishing a democratic atmosphere from which will develop procedures and policies which the Board agrees are conducive to a progressive educational milieu; (3) enabling the Board to retain competent and well-qualified teachers; and (4) promoting stability in teacher-student-community-administration relationships to the advantage of the entire community.

ARTICLE 1.
RECOGNITION, SCOPE, JURISDICTION

1.1 Recognition

The Board recognizes the Union as the sole bargaining agent for all full-time and regular part-time certified personnel with regard to salaries and working conditions, excluding all of the following: central office personnel, principals, deans, assistant principals, psychologists, substitute teachers, teacher aides and other non-certified personnel employed by the Board.

1.2 Changes

The Board will give prior notice to and, upon request, negotiate fully and completely with the Union before any changes it makes in salaries, wages or working conditions which have not been negotiated in this Agreement. Negotiations as used herein shall not mean mutual agreement.

1.3 Savings

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or the legislature, said articles, sections, or clauses, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law and at that time the Union and Board shall negotiate salaries, wages and/or working conditions for State/Federal mandated changes. The remaining articles, sections, or clauses shall remain in full force and effect for the duration of this Agreement.

ARTICLE 2.
WORKING CONDITIONS

2.1 Building Policies.

Teachers may make recommendations to the principal concerning building policies. Building policies shall not contravene the terms of this Agreement.

2.2 Teacher Facilities

Each teacher shall have an assigned room or area, the use of a desk, and locked filing space. Upon a teacher's request, materials and equipment (except desks) infrequently used by a teacher will be stored by the Administration so that other teachers may have access to and use of such materials and equipment. The principal of each building will promulgate applicable procedures for use and accountability of such materials and equipment. The principal will remove excess unused desks from the classroom, depending on unreasonable custodial costs, space limitations both for storage and in the classroom, and fluctuating class enrollments. Prior to making final room assignments for the following year, the principal shall seek faculty input as to teachers who do not have an assigned room in order for the principal to determine whether there is any space to assign a room to such teachers.

2.3 Classroom Security

The Administration shall not remove any articles from the teacher's classroom without prior notice to the teacher, provided the teacher is available to receive such notice. If the teacher is not available, a note shall be put in their mailbox.

2.4 Health and Safety

2.4(a) Teachers shall not be required to conduct classes in any room where there are grossly unsafe or unhealthy conditions dangerous to teachers or students. Teachers shall not be utilized to search for suspected bombs during bomb scares, except in evacuating students from their rooms, when they shall observe the presence of objects not normally in their rooms and report their observance to the proper authorities.

2.4(b) In the event a teacher suffers property damage to a vehicle on school property at a time when the teacher is participating in District activities, and such damage is solely caused by vandalism, the District will, when requested, continue its practice to assist the teacher in obtaining financial restitution from the perpetrator for the unreimbursed portion of the property damage.

2.5 Teacher Aides

The District shall provide at least .6 hours per day of teacher and instructional aide employment multiplied by the number of FEE teachers for the term of this Agreement. The primary function of teacher and instructional aides is to render a direct service to teachers and students and their regular duties shall be determined by the building principal pursuant to this primary function after consultation with the teachers of that school. The principal shall audit that the teacher and instructional aides substantially perform said duties.

The number and hours of employment of instructional aides who assist special education teachers shall not be reduced for the duration of this Agreement, except as a result of a drop in special education enrollment, or a reduction of the number of special education classes. If a special education teacher's aide is absent, a substitute will be provided, if possible.

The Administration shall not routinely assign any instructional duties to a non-instructional aide without direct teacher supervision. Supervision of students shall not be considered as instructional duties. In the event a person is hired to supervise a student lunch period, the instructional aides affected shall be made available for classroom or learning center duties during such time.

2.6 Lesson Plans

Teachers shall prepare lesson plans. Lesson plans may be reviewed and the Administration may offer feedback. Additionally, lesson plans will be reviewed by the Administration for evaluation purposes in accordance with Article 5.

2.7 Professional Courtesy

No administrator shall criticize any teacher nor shall any teacher criticize any administrator in the presence of students or others, except in the professional evaluation of teachers or in reports to the Board. Administrators at all times shall treat teachers with courtesy and respect. Teachers shall at all times treat administrators with courtesy and respect.

2.8 Classroom Interruptions

There shall be only scheduled classroom interruptions including the use of the intercom, except in cases of emergency.

2.9 Class Composition

To assure optimum learning conditions and educational benefits the teacher shall have the right to recommend altering the composition of their classes, recommendations to be through staffing and with the approval of the teachers concerned. The principal shall have the discretion to determine the composition of all classes.

2.10 Special Teachers

Special education teachers and student personnel staff often serve different needs of the same children. Communication among the student personnel service is in the best interest of their students. Student personnel staff, therefore, shall have the necessary time needed for the purpose of staffing and conferences. Time and place for such staffing shall be arranged by those involved, subject to the approval of the Administration. Teachers who so desire may be present at the formal school staffing.

2.11 School Year and Calendar

Effective beginning the 1991-1992 school year, the school year for all teachers shall be increased from 180 to 181 pupil attendance and institute days, provided that the additional day shall be used only for non-teaching purposes.

The Superintendent will meet with a representative of the Union prior to the March Board meeting to consider the suggestions of the Union as to the moving up of the closing day of school or the declaring of holidays to insure that the 181 pupil attendance and institute days will not be exceeded. Prior to the adoption of the official District calendar for the following year, the School Board, Superintendent and the Union shall meet to discuss the various options and the ramifications and advantages of each. Once the school calendar has been agreed upon, the Superintendent will discuss with the Union any contemplated changes.

2.12 School Day

The practice for the 1989-1990 school year with regard to the length of pupil attendance day will be continued. Teachers will not be required to be in their buildings for classroom teaching more than 10 minutes before or 5 minutes after the pupil attendance hours. The school day shall include at least a 40-minute duty-free lunch for all teachers.

Effective the 2013-2014 school year, teachers will report for an additional 45 minutes per week for planning and collaboration. Each school will develop their own options for scheduling the additional 45 minutes per week. The parameters at each K-6 building shall include either one 45 minute time or two days of not less than 20 minutes prior to the 8:15 start time. The junior high parameters shall include one, two, or three days of not less than 10 minutes and shall not occur on Monday or Friday.

For the 2013-2014 school year, or thereafter, by March 15th either party may request a re-evaluation of the current schedule. Parameters can be changed if both parties are in agreement.

Agenda items for discussion at these meetings may be contributed by teachers or the administration. These meetings may be used to articulate about such topics as curriculum, instructional practices, student data, or other items mutually agreed upon by teachers and administrators.

2.13 Planning Periods

2.13(a) Subject to Section 2.13(b) below, teachers will receive a minimum of 220 minutes of planning time per week. Teacher planning time shall be scheduled in blocks of not less than 15 minutes. If the Board shall reduce or eliminate auxiliary classes and/or programs, the teachers' minimum planning time may be changed, provided the Board meets the obligations of Section 1.2 of this Agreement. Teachers who work in more than one building shall be allowed input in formulating their schedules.

2.13(b) The principal with the permission of the Superintendent may, within their discretion, give teachers additional planning time. Such discretion shall not be exercised arbitrarily.

Teachers will not be expected to forfeit their planning time, but should they choose to do so, the Administration does not need to make arrangements to make up the time.

2.13(c) Upon approval of the Superintendent, a teacher may voluntarily teach a portion of their planning time for the entire school year. A teacher shall be compensated on a pro rata hourly basis of their per diem salary.

2.13(d) If a meeting in which a teacher is scheduled to attend occurs during the teacher's plan time, the teacher shall be compensated at the internal substitution pay in accordance with Section 9.3(a).

2.14 Lounges and Work Space

The District shall provide clean and comfortable lounges for use of the teachers. Also, work space, computers and telephones shall be provided for teachers' professional use.

2.15 Use of Facilities

Any teacher may make satisfactory arrangements with the Administration to use the building, assigned room, library or lounge for professional reasons incidental to their teaching responsibilities.

2.16 Student Teachers

Student teachers shall only be assigned to teachers who agree in writing to accept them. Teachers who are assigned student teachers shall be given whatever relevant information the Administration has concerning the student teacher.

2.17 Assault

If a teacher is charged with assaulting a pupil, the Board shall notify the proper authorities on behalf of the teacher. The Board shall provide the legal assistance necessary by a qualified attorney. If the teacher is found by a court(s) of competent jurisdiction to be innocent of the charge, the Board shall pay the cost of legal assistance. However, if the teacher is found to be guilty of the charge, the teacher shall pay for the cost of legal assistance. In the event a Union attorney is provided, the Board shall not be relieved of the responsibilities of this Section. In any event, the Board's responsibility under this Section shall be limited to the terms and conditions of any insurance policies it may have hereunder.

Teachers shall be responsible for immediately reporting, in writing, to their immediate supervisor any injury, assault, or battery, suffered in connection with their employment.

2.18 Supplemental Classroom Materials and Activities

Each individual teacher will have a minimum of \$200.00 per year to spend for supplementary classroom materials and activities. Teachers who service students in more than one building may request reimbursement for their second classroom at the discretion of the superintendent. Procedures for administrative control and accountability may be promulgated by the principal. The building principal, upon written request of the teacher, may make available additional funds from the building school budget for supplementary classroom materials and activities as the principal deems necessary.

2.19 Workshops, Institute Days and Parent-Teacher Conferences

All mandatory workshops shall be scheduled within the school day. Additional workshops beyond the school day shall be voluntary.

Institute Days shall not be longer than the length of the school day.

In accordance with current practices, individual conferences between parents and teachers shall be scheduled during the school day, except as mutually agreed upon between the teacher and parent, provided that if parent and teacher cannot reach mutual agreement, the principal shall schedule the time of said conference, and further provided, that, in such cases, upon request of a teacher who meets with a parent after 6:30 p.m., an administrator shall be present on the building premises. The current practice with regard to teacher attendance beyond the student attendance day shall be continued except that the Administration may require teachers to attend up to a maximum of 3 group general parent-teacher conferences per year scheduled after the student's attendance day, provided teachers shall be given compensable time off for such meetings, except for just cause shown by the Board and subject to Section 1.2 of this Agreement.

Early dismissal parent conferences scheduled for the evening shall not extend beyond 7:30 p.m. and classes on those days shall not exceed 3 hours and shall end at 3:00 p.m. Teacher attendance time required shall not exceed 5½ hours.

School day in the Agreement shall be defined as in Section 2.12.

2.20 Travel Time

Teachers required to travel between buildings shall be allowed duty-free time to travel, between 10 and 15 minutes, in addition to said teacher's preparation and/or lunch period. Before scheduling for the following year is finalized, upon request, the principals shall meet with any itinerant teacher to determine whether or not an additional amount of time is needed for clean-up and set-up.

ARTICLE 3.
EDUCATIONAL POLICY

3.1 Building Individuality

Each building in the District, within the objectives of the total educational program of the District, shall be encouraged to develop a program of studies in keeping with the unique needs of the students and specific talents of its own staff, provided such programs do not violate this Agreement or Board Policies.

3.2 Teacher Autonomy

Teachers shall be free to develop instructional materials, establish examination and grading policies independently but in keeping with general building and Board objectives, policies and procedures, provided that the development of same shall not be in violation of this Agreement.

3.3 Children with Special Needs

3.3(a) The Administration shall provide, as required by law, special education services for students who are determined eligible for special education.

3.3(b) Prior to establishing an inclusion program for children with disabilities who are not currently included in regular classrooms, the Superintendent shall seek input from a Union-appointed committee.

3.4 Supplies

Teachers shall advise the building principals in writing as to any type and amount of instructional supplies needed so that when supplies are ordered the teacher's needs can be considered. At the beginning of the school year each school shall make available in the school office an inventory of supplies for review by the teachers.

3.5 Tuition Reimbursement

For teachers who have a regular (limited) State Teaching Certificate, the District will pay tuition costs up to a maximum of \$353 per semester hour, not to exceed a total of \$6,000 per year, provided the teacher submits to the Superintendent proof of personal tuition payment to the college/university and the official transcript indicating a grade of 3.0 or higher. Where the Superintendent determines that a teacher's program requires the teacher to take courses over a shorter period than what the teacher likely would otherwise take, the Board will permit the teacher to be reimbursed for the excess tuition paid by the teacher over the above annual maximum in successive subsequent years, subject to the annual and lifetime maximums set forth above. If so approved, one credit will be given for a sixteen (16) hour course or workshop, except that if a college or university confers one credit for a District pre-approved course or workshop consisting of less than sixteen (16) hours, the District will confer one credit for such course or workshop. Reimbursement will be made within 30 days of the teacher complying with the requirements of Section 9.9, provided that the teacher has agreed to repay the District for such reimbursement should the teacher not return to District employment the following school year. Only teachers who are teaching in the District in

September will be eligible for reimbursement for the preceding year (September to August). No teacher will receive more than a total of \$20,000 in reimbursement. Reimbursement shall be made in accordance with and based upon past practice and procedures, provided that tuition reimbursement will be given hereunder for teachers at the +24 lane (and less than the masters lane) only where the course is (1) in the subject area of the junior high teacher, or the applicable primary or intermediate level for the K-6 teacher, or (2) part of a university approved master's program.

3.6 Summer Work Contracts

Teachers working in the summer will enter into a contract for said work prior to the close of the school year. Teachers will be notified as to summer employment prior to June 1, or earlier, if possible. Teachers will be notified by May 15 as to the subject areas anticipated to be taught in summer school. Application for such positions shall be in writing to the Superintendent or their designee. The Administration shall determine the qualifications of teachers; provided, however, the Administration shall not be arbitrary and capricious. Selection shall be made on the basis of qualifications of the applicants as determined by the Administration. In cases where applicant's qualifications are equal, years of experience teaching in the School District will be determinative. Summer school shall be paid at school year hourly rate in Appendix B.

3.7 Learning/Media Center

Each school will provide learning media center facilities available for approved student use throughout the school day, serviced by qualified librarians or library clerks other than classroom teachers. Learning/media center time may vary between schools. It is agreed that the Board's current practice complies with the obligations of this Section.

3.8 Committees

3.8(a) District

Service on District level committees shall be voluntary. Committee members shall be paid at the school year hourly rate in Appendix B.

3.8(b) Building

A principal may establish not more than 6 Building-level committees/functions in which, where there are insufficient volunteers, such committees/functions shall be assigned by the principal on a least senior basis among the group of teachers in the Building who are qualified to work on said committees/functions. Service on all other Building-level committees/functions shall be voluntary. No teacher shall be assigned by the principal to more than one committee/function per year. The principal may set the qualifications of committee members, other than years of service. No committee shall be required to meet beyond the school day except where agreed upon by the committee, provided that during the school day a teacher shall be subject to all obligations under this Agreement, notwithstanding this Section.

3.9 National Board Certification.

The District shall pay all fees necessary for a teacher to achieve National Board Certification. Teachers are encouraged to apply for the annual National Board for Professional Teaching Standards Candidate Fee Subsidy to help defray the costs of the program to the District. After completing the program, the National Board Certified Teacher shall receive an annual stipend of \$1000 for the first five years after certification is attained. This stipend is capped at a total of \$5,000 per teacher. Should the teacher wish to maintain their National Board Certified standing, the District shall pay the fees necessary for renewal, but no additional certification stipend shall be awarded.

3.10 Teacher Mentoring

Mentoring supports the success of teachers new to District 126. The District will announce when mentors are needed. Mentors are selected by the District's administrative staff, and shall be required to track and submit a time log of the hours spent mentoring on a monthly basis to the Superintendent, or their designee. Time spent mentoring shall be paid for up to twenty (20) hours at the school year hourly rate in Appendix B.

ARTICLE 4.
ACADEMIC FREEDOM

4.1 Teachers shall be free to explore controversial issues. Teachers are responsible for implementing such exploration in as factual, open-minded and objective a manner as possible, and in keeping with their own sense of personal integrity as well as their respect for the professional nature of their responsibilities. Teachers shall have the right to use learning materials within the instructional program according to their best judgment. This Section shall be subject to 4.2 below and 3.2 (Teacher Autonomy).

4.2 In the event of adverse criticism by third persons of teaching methods or material used by the teacher, such objections and complaints regarding the use of any instructional method or materials must be in writing. Such complaints shall be given to the teacher by the principal. If the principal cannot handle the complaint to the satisfaction of the teacher and the third party, it shall be referred to the Superintendent. If the Superintendent is unable to handle the complaint satisfactorily between the teacher and the third party, the following procedure shall apply:

1. The written objections and complaints will be reviewed within 5 school days by a committee composed of 3 teachers, appointed by the Union president, one administrator and one parent appointed by the PTA president or her designee. Where possible, members of this committee shall be knowledgeable in the field of study to which the method, book or other instructional materials pertains.

2. The committee shall within 10 school days make a careful investigation and written report, which shall be sent immediately to the Board for a decision by the Board. Any decision by the Board shall be final so long as it is not arbitrary and capricious. The Board shall not make its decision before considering the committee's report.

4.3 School days in this article shall include all days during the summer vacation in which the District office is open.

ARTICLE 5.
TEACHER EVALUATION

5.1. This Article shall provide procedures for the evaluation of teachers. The Administration shall be free to evaluate teachers more often or in excess of that provided for herein.

5.2 Administrators shall assist teachers in fulfilling and improving their instructional program and wherever deficiencies are identified, the administrators shall recommend and provide appropriate remedial assistance.

5.3 Wherever possible, teachers shall be evaluated by their building principal. A teacher may request an additional evaluation be performed by an administrator other than the principal. Building principals may have an administrator who has been certified by the State conduct teacher evaluations. Upon the request of a teacher, any non-principal administrator's evaluation shall be approved in writing, by the principal. When requested, a teacher may have a principal's evaluation at least every other year.

5.4 The Administration will determine the techniques and instruments to be used for evaluation, after receiving suggestions and recommendations from the teachers. In September all teachers will be informed of the techniques and instruments to be used.

5.5 A formal classroom visitation, as provided in Section 5.11 below, shall only be made after prior notice the day before to the teacher. This Section shall not prevent other classroom visits without notice as part of the overall evaluation process. If a matter observed in a classroom visitation is going to be discussed in the overall evaluation conference provided for in Section 5.11 below, said matter shall be brought to the teacher's attention in writing within 7 school days of the classroom visitation, unless the overall evaluation conference is held within said 7 school days.

5.6 If the principal determines that a serious charge or criticism is made against a teacher, a conference between (1) the person making the charge or criticism (at the request of either the teacher or the administrator) (2) the principal and (3) the teacher will be held within 7 school days thereafter. The teacher shall have the right to reasonable notice of and to be accompanied by a Union representative at the conference. The teacher shall receive a written summary of the conference within 7 school days thereafter.

However, if a parent or guardian brings a criticism about a teacher to the principal, the principal will suggest the parent or guardian bring that concern directly to the teacher, or may offer to bring both the parent and teacher together to discuss the issue. In the event the parent refuses to do so, the principal may inform the teacher about the criticism without identifying the parent.

5.7 If the Superintendent recommends to the Board that a non-tenure teacher be dismissed or their contract not be renewed, the non-tenure teacher shall be advised in writing 45 days prior to the end of the school year of the Superintendent's recommendation with reasons therefore, except for serious infractions (that is, reasons which would warrant dismissal for just cause) which require prompt action, or where the non-tenure teacher's performance seriously declines in the last 3 months, whereupon the Administration shall identify the non-tenure teacher's deficiencies and recommend and provide appropriate remedial assistance, if possible, and have 2 classroom visits followed by

conferences as provided for in Section 5.11.

5.8 In the evaluation process, the Administration shall not, by photographic or other mechanical means, observe, listen to or record classroom proceedings or other activities conducted with students or other persons, unless the teacher has given written permission to do so.

5.9 Substitute teachers shall not evaluate the absent teacher's class organization or instructional work as part of the formal written evaluation process.

5.10 For teachers working in more than one building, each principal shall be responsible for planning the formal evaluations of that teacher and coordinating such evaluations with the other principal(s) involved as they relate to teaching duties. With regard to voluntary activities of the teacher, the principal of the building where the teacher spends the greatest amount of time shall be responsible for planning this aspect of the formal evaluation; provided, however, other principals may give input to the principal responsible for this aspect of the evaluation. Teachers working in more than one building shall be evaluated jointly by the evaluators from each building where the teacher works.

5.11 Although teachers are generally evaluated on a continual basis through classroom visits, observations and other data, there shall be at least 2 formal classroom visits and at least 1 informal classroom visit prior to March for non-tenure teachers and at least 1 formal classroom visit and at least 1 informal classroom visit prior to May 15 for tenure teachers. Formal observations shall be preceded by a preconference meeting with the teacher and evaluator. A formal conference shall be held by the principal with the teacher within 7 school days of the formal classroom visitation to discuss the overall evaluation of the teacher at that time. At this conference the principal will make specific recommendations to correct any identified deficiencies. The written evaluation shall be submitted to the teacher, signed by both the principal and the teacher at a time after conferences and all observations are complete and a copy shall be given to the teacher. The signature of the teacher does not imply agreement or disagreement with the written evaluation but indicates only that the teacher has read the evaluation. The principal may within their discretion evaluate tenure teachers once in two years upon notice to the teacher.

5.12 If a written evaluation shows a strong tendency to be negative (overall) the evaluator in consultation with the Superintendent or designees shall review all the data in support of the evaluation before a final evaluation rating the teacher as unsatisfactory or needs improvement is issued to the teacher. This review shall be followed within one week by a conference between the Superintendent or designee(s) and the teacher involved.

5.13 It is the Board's intention to make every effort to follow substantially the evaluation procedures herein before refusing tenure status to a non-tenure teacher.

5.14 Informal Peer Assistance

A teacher may request assistance and advice from a peer for any reason related to teaching duties. The principal will expedite this assistance by providing sufficient release time for the helping teacher to observe, plan action, implement and evaluate results. The helping teacher will request

release time in writing, specifying dates and times. To facilitate release time, the principal may offer other dates and times if necessary, so long as the purpose of the assistance can be addressed promptly.

The Administration may suggest that a teacher use this service, but participation by either teacher is optional. No mention will be made in any written evaluation of a teacher using or refusing peer assistance. This program will not preclude any remediation as otherwise provided in this contract. Any teacher may serve as a peer assistant, providing he/she has five (5) years' teaching experience, experience relevant to the situation, and excellent or superior ratings on their last evaluation.

5.15 Student Performance

By the implementation date for the District as provided for in Article 24A of the School Code, data and indicators of student growth shall be utilized as a significant factor in rating teacher performance.

To incorporate in the evaluation plan the use of data and indicators of student growth as a significant factor in rating teacher performance, a joint committee composed of equal representation for the District and the Teachers' Union for the teachers shall be established. In the event that the committee does not reach agreement on the plan within 180 calendar days prior to the implementation date, the District shall with respect to the use of data and indicators on student growth as a significant factor in rating teacher performance, implement the model plan for doing so established by the State Board of Education under Section 24A-7 of the School Code.

ARTICLE 6.
PERSONNEL RECORDS

6.1 Upon request, a teacher may review their official personnel files, except for confidential documents, and if their request is reasonable as to the amount of reproduction, he/she may reproduce any items in their files. All material used in the evaluation of a teacher shall be kept in one file at the teacher's school. Confidential documents shall mean school or job references.

6.2 Material relative to the teacher's performance or matters of discipline placed in the teacher's official files must be initialed and dated by the teacher. The initials indicate that the teacher has read the materials; however, this does not imply agreement with its content. No anonymous letters will be placed in a teacher's file.

6.3 A teacher shall have the right to insert materials relevant to their service in the school District or their qualifications in general. A teacher shall also have the right to attach dissenting materials to any items in their file. Such material must be initialed and dated by the principal. The initials indicate that the principal has read the materials; however, this does not imply agreement with its content.

6.4 Nothing is to be deleted from the teacher's personnel files without prior notification to the teacher.

ARTICLE 7.
TEACHER ASSIGNMENTS, TRANSFER AND SENIORITY

7.1 Teacher Assignments

Teachers shall be notified in writing no later than May 30 as to their tentative assignments at that time for the following school term as to grade level, school and/or subject area. It is understood that such schedules may subsequently be changed by the Administration as necessitated by staffing, enrollment or other changes in conditions. However, if a teacher's assignment is changed, the teacher shall be notified in writing.

7.2 Involuntary Transfers

7.2(a) Tenured teachers who have taught at least 3 years in a building shall not be transferred to another building without their written consent. Tenured teachers who have taught in the same category of grade level for at least 3 years shall not be transferred to a different category of grade level without their written consent. Categories of grade levels shall be Primary (K-3), Intermediate (4-6) and Upper (7-8). However, any involuntary transfer may be made where the number of classes in the grade level is increased or reduced; where the assigned grade level or subject is eliminated; where the building is no longer operating; or for other just cause, such as constructive discipline where the teacher's performance has not been satisfactory, unless the teacher has taught in the grade level for 3 years. Further, in the event a need arises, a fourth grade teacher may be involuntarily transferred to teach third grade or a third grade teacher may be involuntarily transferred to teach fourth grade provided any further transfers of such teacher shall be made in the teacher's original category of grade level.

7.2(b) Although teachers not covered in 7.2(a) above may be involuntarily transferred to another building, grade level or subject, the Administration will attempt to avoid such transfers without the teacher's consent. Teachers who object to being transferred shall so notify the Superintendent or designee in writing. Prior to making an involuntary transfer, the Administration shall post notice of the vacancy in each building. The vacancy notice shall contain a statement of the required job-related qualifications and/or experience and shall be posted for at least five (5) calendar days. A qualified teacher applicant shall be selected to fill the vacancy. If there is more than one qualified teacher applicant, the vacancy shall be filled by the teacher with more District seniority. A teacher applicant shall be qualified if the principal determines that the applicant has the necessary job-related qualifications and experience. If the principal determines that there is no qualified applicant or if no teacher applies for the vacancy, then a teacher may be involuntarily transferred.

7.3 Teacher's Right to Transfer

The Superintendent or designees must approve all teacher requests for transfer to another building or reassignment to teach a different grade level or subject at another building. Such transfers, when approved, shall be granted the next school year the requested position becomes available. The Administration shall determine the qualifications of teachers, provided, however, the Administration shall not be arbitrary or capricious. Where the teacher's qualifications are substantially equal, District seniority shall be the determining factor in making the transfer or reassignment. Requests for transfers

or reassignment for the following school year shall be submitted in writing to the Superintendent no later than May 1.

7.4 Seniority

7.4(a) District seniority is defined as the continuous length of service as teachers in the District. Building seniority is defined as the length of service as teachers in a specific building, whether or not continuous. By way of illustration, if a teacher serves in Building A for four years, then transfers to Building B for two years, then transfers back to Building A for three years, then transfers back to Building B, such teacher will be considered to have seven years of seniority in Building A, two years of Building seniority in Building B and nine years of District seniority. Auxiliary seniority shall be defined as the continuous length of service as auxiliary personnel in the District. Building and auxiliary seniority shall be superseded by District seniority in all cases except where otherwise expressly indicated in this Agreement. Teachers required to make an involuntary transfer to another building will have their building seniority transferred to their new building.

7.4(b) Teachers transferring into District 126 from any other district, county or state shall be placed at the bottom of the District, building and/or auxiliary seniority lists.

7.4(c) Should a conflict arise concerning two teachers with identical seniority, the determining factor as to which teacher has the greatest seniority shall be decided as follows:

1. Starting date in District.
2. Where not determinative, date of Board approval of teacher's contract.
3. Where not determinative, date of application for a position in District 126.
4. Where not determinative, earliest date of previous employment in the District.

7.4(d) Notification

Within 30 days after the start of the school year, the Administration shall furnish District, building and auxiliary seniority lists to the Union.

7.4(e) Application of Seniority

The Administration shall determine the qualifications of teachers, provided, however, the Administration shall not be arbitrary or capricious. Where the teachers' qualifications are substantially equal, building or auxiliary seniority, whichever may be applicable, shall be the determining factor in making assignments to fill vacancies within a particular building. In filling vacancies, where a teacher's and an applicant's qualifications are substantially equal the teacher in the District shall receive preference over the non-employee applicant.

7.5 Notification of Vacancies

All teaching position vacancies in the District shall be announced through District e-mails to all staff members, along with qualifications of said position. If a vacancy occurs during the school year, it will be filled in a manner least disruptive to the educational process. Any teacher interested in filling this position at the beginning of the next school year will have five (5) calendar days to apply for this position. The position will be filled according to the applicable provisions of the Agreement. The transferring teacher may change their mind and withdraw the transfer application up to March 1 of the current school year. If no one applies during the five (5) calendar day period, the Administration is free to retain or release the replacement teacher. This procedure does not abridge the right of a teacher from a leave of absence as described in Article 10 of the Agreement.

Prior to the end of the school year, any teacher interested in another position for the next school year shall in writing notify the Superintendent as to such specific interest so that the Superintendent during the summer may notify such teachers of such vacancies by sending a letter to them at their last known or designated address. Teachers interested in such positions shall submit their application in writing to the Superintendent or their authorized agent. Such vacancies must still be posted for five (5) calendar days, but teachers having notified the Superintendent of an interest in such a position need not reapply. Applicants shall be informed in writing of acceptance or rejection for the position. Upon request, an applicant who is rejected shall be advised why he was rejected for the position. The Administration does not have to put such advice in writing, unless requested in writing by the applicant who was rejected. Notification of vacancies shall not restrict or obligate the Board to hire any person(s); however if the Board fills any such vacancy it must be done subject to applicable provisions of this Agreement.

7.6 Reduction in Force and Recall

In the event it becomes necessary to make staff reductions, the Board shall remove or dismiss teachers within the District pursuant to the provisions of the Illinois School Code.

Recall rights shall be in compliance with the provisions of the Illinois School Code. Additionally, if vacant positions tendered to Group 3 and 4 teachers for recall purposes exceeds the number of Group 3 and Group 4 teachers on the recall list or who accept positions, Group 2 and then Group 1 teachers may be considered for recall prior to new hires outside the District.

ARTICLE 8.
GRIEVANCE PROCEDURE

8.1 Definitions

8.1(a) A “grievance” is any alleged violation, misinterpretation or misapplication of this Agreement.

8.1(b) An “aggrieved person” is the person or persons filing the claim.

8.1(c) The term “person” or “persons” includes individuals or groups of certified personnel covered by this Agreement.

8.1(d) “Days” referred to will be construed to mean actual school days for purposes of this Agreement.

8.2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to claims of the aggrieved person. Both parties agree that these proceedings shall be kept confidential at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceed independently as described in Level 1 of these procedures.

8.3 Structure

The Union shall be recognized as the official representative of the teachers in the grievance procedure. A representative of the Union may attend any of the conferences and/or hearings at Level 1 through 4.

8.4 Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be regarded as a maximum to expedite the process. No grievance shall be entertained or processed unless it is submitted within 10 school days after the grievant had knowledge or should have had knowledge of the last asserted violation of the Agreement giving rise to the grievance. Time is of the essence to this Agreement. Time limits may be extended only by mutual agreement.

1. Level 1

An aggrieved person shall file their grievance in writing with their building principal, or designee, within 10 days after receiving an answer at Level 1. The building principal, or designee, shall confer with the grievant and appropriate persons in an attempt to resolve the grievance. A decision, in writing, shall be rendered to the aggrieved within 5 days.

2. **Level 2**

If a satisfactory agreement is not reached at Level 1, the aggrieved may appeal to the Superintendent, or their designee, in writing, within 10 school days after they have received the decision of the building principal, or their designee. The Superintendent, or their designee, shall hold a conference within 10 school days after the filing of the appeal and a written decision shall be rendered by him/her, or their designee, within 5 school days after holding the said conference.

3. **Level 3**

If the grievant is not satisfied with the decision in Level 2, the aggrieved may appeal to the Board within 5 school days after having received the written decision of the Superintendent. The appeal shall be in writing, citing all of the pertinent information, with 10 copies sent to the Board through the Superintendent, and copies thereof shall be furnished to the building principal and the Superintendent. The Board shall set a hearing date at its next regular Board meeting and will hear the grievance within 10 school days following said Board meeting. The Board shall hear the grievance and it shall then render its decision within 5 school days after the hearing of the grievance and shall communicate it in writing through the Superintendent's Office to the aggrieved and the Union.

4. **Level 4**

In the event the aggrieved person is not satisfied with the disposition of their grievance at Level 3, the grievance may be submitted by the Union (but not a teacher) to arbitration within 10 school days after receipt of the Board's answer in Level 3. The parties shall attempt to agree upon an arbitrator within 5 school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said 5-day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of 5 arbitrators. Both the Board and the Union shall have the right to strike 2 names from the panel. The party requesting arbitration shall strike the first 2 names; the other party shall then strike 2 names. The remaining person shall be arbitrator. The arbitrator shall be notified of their selection by a joint letter from representatives of the Board and the Union requesting that he/she set a time and place, subject to the availability of the Board and Union representatives. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing their decision within 30 days following close of the hearing or submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon their interpretation of the meaning or application or the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties and faculty members and shall be immediately implemented. The fees of the arbitrator shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

8.5 Right to Representation

No teacher may be represented by any organization other than the Union in any grievance procedure initiated pursuant to this Agreement.

8.6 Miscellaneous

8.6(a) A grievance may be withdrawn by written notification to concerned parties at any level without prejudice or record. However, if in the judgment of the Union, the grievance affects a group of teachers, the Union may process the grievances at the appropriate level.

8.6(b) Written copies of all decisions concerning processed grievances shall be sent to all parties involved.

8.6(c) All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

8.6(d) Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

8.6(e) The failure of the teacher to act within the time limits will act as a bar to further appeals.

8.6(f) The administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step.

8.6(g) A teacher who participates in the grievance procedure shall be free from disciplinary action, reprisal or recrimination because of such participation.

8.6(h) The Union or the Board shall have the right to use the grievance and arbitration procedure starting at the appropriate level.

ARTICLE 9.
SALARY AND FRINGE BENEFITS

9.1 Payroll

Each teacher shall have the option of receiving their salary in either 21 or 26 pay periods. If a teacher chooses to have 26 paychecks, the last 5 paychecks shall be issued to the teacher on the last day of the school year. Teachers shall be paid every other Friday. Salary payments will begin on the first payday that occurs on the regular fiscal year salary cycle. The last payday will always be the last day of the school year. If a payday or paydays fall on a day when there is no school, checks shall be issued to teachers on the last school day prior to the payday(s). Paydays based on the District's fiscal year shall be listed in the appendix for the duration of this agreement. In accordance with the current practice, teachers who resign during the year shall be paid for the period of actual employment and shall have their salaries prorated on the basis of the number of legal school holidays plus the number of teacher attendance days in the school calendar. The amount due the teacher shall be paid within one month after termination of employment.

9.2 Medical Examination

The cost of any physical or mental examination which the Board requires shall be paid in full by the Board.

9.3 Internal Substitution

9.3(a) If substitutes are not available and a teacher, therefore, is required to teach during their preparation period, the teacher shall be reimbursed at the end of each month of the school year according to the chart in Appendix B. Substitution under this Section 9.3(a) shall be voluntary, provided if there are no satisfactory volunteers, the Administration may require a teacher to substitute.

9.3(b) If the principal and a teacher agree that, in order to facilitate scheduling, the teacher will, for the trimester, teach an additional period in place of their preparation period, the teacher shall be compensated on a pro rata hourly basis of their per diem salary.

9.4 Separation Benefit

A tenured teacher who resigns, upon written request, shall receive separation pay of \$30 per day for each day of unused sick leave.

9.5 Health Insurance

9.5(a) The Board group insurance program (PPO Plan 1, PPO Plan 2, HMO Illinois and HMO Blue Advantage) covering teachers shall be continued for the term of this Agreement, subject to the terms and conditions of the insurance policies thereunder. The Board has a right to elect a different insurance carrier after input by a committee of four (4) teachers elected by their peers, provided the benefits remain substantially equal.

9.5(b) The Board shall contribute the full cost of health insurance premiums for PPO single and HMO single for the life of the contract for teachers hired prior to the 2010-2011 school

year. Teachers hired beginning with the 2010-2011 school year and thereafter shall pay \$65.00 per month during the 2018-2019, 2019-2020, and 2020-2021 school year and \$70 per month during the 2021-2022 and 2022-2023 school year. The Board's annual contribution for PPO single + 1 and/or family shall be 75% of the annual premium but in no event shall the Board's annual contribution toward PPO single + 1 and/or family premium be more than 120% of the prior year's premium. The Board's annual contribution for HMO single + 1 and/or family shall be 75% of the annual premium but in no event shall the Board's annual contribution toward HMO single + 1 and/or family be more than 120% of the prior year's premium. The salary for each teacher who elects single+1 or family coverage shall be reduced in an amount of the pro rata annual premium attributable to single + 1 or family coverage.

9.5(c) A teacher who is dismissed under Section 7.6 of the Agreement or who resigns or retires shall have their group insurance continued in accordance with Article 9.5(b) through August 31, provided the teacher completes the school year.

9.5(d) Teacher who retire from the District and retire from teaching may, at their option, continue in the group health/major medical and/or dental and/or eye care insurance plans provided by the Board at no cost to the Board for such coverage until medicare eligibility.

9.5(e) The Board shall establish a cafeteria plan under the provision of Section 125 of the Internal Revenue Code of 1986, as amended (the "Code") to govern the election of health insurance benefits by teachers. All such elections must be made pursuant to the cafeteria plan. Teacher who elect to annually waive their health insurance benefits shall receive compensation equal to \$2,231.40 annually for the term of the Agreement. All such amounts shall be paid to eligible teachers as of July 1 of the year in which such election is made.

9.6 Group Life Insurance

Group life insurance is to be provided in the amount of \$50,000 for each active teacher (employees out on unpaid leave are not covered under the district group life insurance policy).

9.7 Annuity Plan

Teachers may contribute an amount (pursuant to procedures established by the Board) to a tax-sheltered annuity plan which meets the requirements of Section 403(b) of the Code which the Board, in accordance with present practice, will continue to make available to teachers. The District shall have no responsibility for any tax or financial results applicable to the purchase of any such annuities.

9.8 Teacher-Board Liability

The Board shall continue to insure against any loss or liability of the teachers by reason of death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. Such insurance shall be carried by a company licensed to write such coverage in this State and shall be subject to the terms and conditions of the policies issued thereunder.

9.9 Credit for Teaching Experience/Speech Pathologies/Social Worker Placement

Newly hired teachers will be given half credit for Military, Vista and Peace Corps service. Incumbent teachers who leave the District for Military service, Vista or Peace Corps will receive full credit for such services if and when they return to the District.

Upon initial employment, Speech Pathologists and/or Social Workers shall, at a minimum, be placed on the Masters+30 column.

9.10 Advancement on Salary Schedule

In order to advance on the salary schedule for completed graduate work a teacher must: (a) complete a pre-approval form which includes written authorization of the course work by the principal and Superintendent; (b) file the pre-approval form at the District office; (c) provide proof such as grade reports, transcripts or other pertinent evidence, that he/she has completed graduate work requirements for advancement; (d) log the completion of the course work on their personal file at the District office; (e) submit a cancelled check or receipt for payment of the course work; and (f) complete and file a tuition reimbursement form.

Proof must be presented and course work must be logged by September 30, January 31 or May 31, whichever is applicable. Changes in salary status shall be made at the beginning of the following semester after the teacher has complied with the foregoing requirements for advancement on the salary schedule.

Hours of college or university graduate credit and/or work shop credit acquired after the granting of a degree shall apply toward the next advancement on the salary schedule, provided that college or university graduate credit acquired before or after the granting of a master's degree shall apply toward the next advancement on the salary schedule. Annual salary increases shall be automatic. Courses taken in the summer may be applied to either the previous or the next school year. Undergraduate credit hours may, upon Superintendent's approval, be used to satisfy these requirements.

No teacher shall move vertically more than one step per school year under the new salary schedule. Part-time teachers will advance on the salary schedule at the time they have accumulated the equivalent of 181 full school year days.

9.11 Extended Service Positions

A list of all vacant extended service positions shall be posted on the bulletin board of each school office, as vacancies occur. Interested teachers shall apply for such positions to the Superintendent or their designees. When vacant extended service positions are to be filled during the summer, all teachers shall be notified of these openings. Application for such positions shall be in writing to the Superintendent or their designees. The Administration shall set the requirements of the position, and when the Administration finds that the number of equally qualified applicants exceeds the number of vacant extended service positions, the vacant positions shall be filled on the basis of building seniority, provided however, that for purposes of this sentence auxiliary teachers who are assigned on a regular basis to the building where the vacancy exists may use their District seniority in said building as their building seniority. District seniority shall prevail for those positions involving

more than one building. The listing of an extended service position shall not obligate the Board to conduct the activities or assign a teacher to the position. If the Board approves an additional extended service position, the Board shall set the rate of salary therefore and the Union may grieve as to the salary if it believes said salary should be different.

Teachers who have positions which provide compensation in addition to their basic salary may be relieved of such positions only for just cause, provided they are notified in writing 30 days prior thereto.

The Board agrees to include student council as an extended service position.

Summer School Positions shall be filled per Article 3.6.

9.12 Extended Service Position Compensation

Extended Service positions in the junior high building shall be paid in accordance with the summary in Appendix B. Upon request of the Union, in June, the principal and/or their representative at the junior high building shall negotiate with the Union the compensation for Extended Service positions, for the following school year. Extended Service positions in the K-6 schools shall be compensated as determined by the principal of each school after reviewing the workload desired by the principal with the teachers involved.

9.13 Mileage Reimbursement

Teachers who are required by the Administration to use automobiles to service more than one building during the school day shall be reimbursed for such business use in a flat amount equivalent to the allowable IRS deduction for each mile of such business use, which amount shall be payable twice a year. Teachers shall receive mileage reimbursement when attending workshops in the flat amount equivalent to the allowable IRS deduction for each mile of such business.

9.14 Administrative Assistants

The Board may establish within its sole and absolute discretion, the duties, responsibilities, and compensation of Administrative Assistants (commonly known as head teachers, deans, assistant principals, or any other title designated to a person whose job encompasses the same duties as the aforementioned), as they relate to administration, supervision and/or management and these factors shall not be subject to the terms and conditions of this Agreement, provided however, that (1) as to the performance of teaching duties, such Administrative Assistants shall be subject to the terms and conditions of this Agreement; (2) Administrative assistants shall receive as minimum compensation, the applicable salary set forth in Appendix A in this Agreement; and (3) the Board shall not establish more than 8 Administrative Assistants positions during the term of this Agreement, so long as enrollment and staff levels of the District remain substantially the same. Assistant principals who teach shall be considered as Administrative Assistants for purposes of this Section.

9.15 Workshops

Teachers who conduct workshops shall receive \$400.

9.16 Illinois Teacher Retirement System

From each teacher's salary the Board shall pick up and pay to the Illinois Teacher Retirement System (TRS), on behalf of each teacher the teacher's required member contribution. An individual teacher shall have no right or claim to these funds except as they become available upon retirement or resignation from the Illinois Teacher Retirement System. Said pick-up and payment shall be for the purpose of the Board's assuming a portion of each teacher's required contributions to the TRS except contributions for survivor's benefits. The Board's pick-up and payment to the TRS shall be included in the appropriate amounts shown on the salary schedule. Such amount shall represent the combination of all regular salary benefits payable to each teacher and all amounts picked up and paid to the TRS by the Board. The Board shall not be required by this Section or otherwise to pick up and pay any additional amounts to the TRS.

The Union agrees that the Board's said payment of teacher contributions to the TRS is solely for the purpose of making such contributions non-taxable income for Federal Income Tax purposes and shall not affect the true compensation paid such teachers. The Union will not contend to the Board at any time in the future that said payments by the Board from the teacher's compensation are not to be considered as compensation for any other purpose.

The Union shall hold the Board harmless and indemnify the Board against all liability, loss and expense of whatever nature arising out of the Board's agreement to make payments on behalf of each teacher to the TRS. The Board may, in its sole discretion, deduct from each teacher's paycheck on a pro rata and otherwise reasonable basis any amounts, including penalties, which the Board is obligated to pay as a result of the improper or incorrect withholding of income or other taxes or contributions to the TRS, or the improper or incorrect reporting thereof, arising out of the Board's agreement to make payments on behalf of each teacher to the TRS.

9.17 Certificate/License Renewal

Teachers and support personnel are required to maintain their professional development records and maintain the registration of their certificate(s)/license(s). Teachers will pay for the renewal and submit proof of payment for reimbursement to the District. The District will reimburse the normal cost of the renewal. Any penalties incurred by the teacher for failure to submit their credential for renewal in a timely manner will not be reimbursed.

9.18 Conferences and Conventions

The Board will reimburse a teacher for the actual cost of an approved conference or convention including registration fees, transportation, and lodging expenses.

Conference attendance outside of the school day shall be paid at the school year hourly rate in Appendix B.

9.19 Part-Time Teachers

Part-time teachers shall receive all benefits on a pro rata basis as compared to full-time teachers. Pro rata benefit payments are based on Board provided contributions/benefits.

9.20 Retirement Package

Teachers who meet the eligibility requirements set forth in this Section 9.20 and who provide the notice as described below will receive as a retirement bonus a salary increase of six percent (6%) applied to their TRS creditable earnings due from the District in the year(s) prior to the school year(s) in which they gave their notice of retirement. The teacher may give one (1), two (2), three (3) or four (4) years of notice, provided that the teacher is eligible to do so and further provided that the notice is given during the term of this collective bargaining agreement. This retirement bonus is limited to those teachers who are or will be able to retire without penalty under applicable law on or before June 30, 2027. To be eligible for this benefit, a teacher must: (1) be eligible to receive a retirement annuity without discount under applicable law on or before June 30, 2027; (2) submit to the Superintendent by December 15th, at least one (1), two (2), three (3) or four (4) years in advance of retirement, an irrevocable notice of intent to retire, and (3) have served as a teacher in the District for 15 or more years, including the last 5 consecutive years. No retirement benefit under this Section 9.20 shall be available to any teacher whose retirement requires the payment of any penalty, contribution or additional charge by the District (for example, the ERO penalty or a penalty for payment in excess of 6%). An eligible teacher who elects any benefit under this Section 9.20 must submit to the Superintendent a written notice of irrevocable (except by mutual agreement of the teacher and the Board) resignation from employment due to retirement, effective at the end of the election period but no later than December 15, 2022. Said written notice must be submitted according to the timelines herein. The last school year in which any bonus will be paid under this paragraph is 2026-2027. It is understood and agreed to that no payment under this paragraph will result in any TRS penalty to the District, and the parties agree that if any such penalty is or may be assessed the District may adjust any employee's salary retroactively, or take any other action it deems necessary, to avoid such penalty.

Any teacher who submits notice of retirement and begins receiving or is scheduled to receive one or more six percent (6%) salary increases shall be removed from the salary schedule and shall not receive any other additional compensation from the District regardless of any additional activities the teacher may choose to perform or any horizontal or vertical movement the teacher would otherwise experience on the salary schedule, notwithstanding any other provision of this Agreement. It is the intent of the parties that the compensation increases of such teachers should be capped at six percent (6%) in any of the four (4) years prior to retirement, so that the District may avoid any related TRS surcharges or penalties.

Salary increases provided for under this paragraph are conditional on the teacher performing all required duties and assigned supplemental activities that were compensated in the base year used to calculate the six percent (6%) increases. If during any year in which a teacher would otherwise be entitled to receive six percent (6%) retirement increases the teacher declines to perform any assigned supplemental activity that was compensated in the base year, or the teacher is removed from any such activity for cause, the teacher's compensation shall be reduced proportionally.

This Section expires by its terms on June 30, 2027, and no teacher should rely on its continuance in a subsequent collective bargaining agreement. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who had not applied for retirement under these provisions as described above.

A tenured teacher who retires, upon written request, shall receive separation pay of \$50 per day up to a maximum of 100 days for each day of unused sick leave. This is a post-retirement benefit and is not intended by the Union or the District to result in additional TRS creditable earnings for the retiring teacher.

The District shall additionally pay to each eligible retiree under this Section 9.19 a post-retirement severance payment 60 days following the retirement date wherein the teacher's retirement is effective a lump sum of 25% of the teacher's final year's TRS creditable earnings (total district compensation). The lump sum post-retirement service payment is not intended by the Union or the District to result in creditable earnings for the retiring teacher.

9.21 ESL Endorsement Stipend

If a teacher holds an ESL endorsement and upon completion of any given contract year in which the ESL endorsement was received/retained, the teacher shall receive \$1,000. Said payment shall be paid in the final paycheck for regular earnings for the given contract year.

ARTICLE 10.
LEAVES

10.1 Sick Leave

10.1 (a) Teachers shall be entitled to 12 days of sick leave per year credited on the first day of required teacher attendance of any school year. Sick leave not used in the year of service for which it is granted shall be allowed to accumulate on an unlimited basis. There shall be an annual accounting of unused sick days for each teacher which shall accompany the first check of each new school year. Upon the first day of the school year, a Teacher shall receive one (1) sick day the first time 50 days are accumulated, one (1) sick day the first time 100 days are accumulated, one (1) sick day the first time 150 days are accumulated, one (1) sick day the first time 200 days are accumulated and one (1) sick day the first time 250 days are accumulated. The receipt of these additional days is on a one time basis only during a Teacher's employment. For example, if a Teacher receives an additional day the first time he/she reaches 50 days and subsequently uses sick days, he/she will not receive additional sick days if he/she reaches 50 days again.

10.1(b) A teacher shall be entitled to sick leave for days on which they cannot teach because of personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brother-in-law, sister-in-law, legal guardians, step-parents and step-children. A statement from the teacher's doctor, or a doctor or other provider as defined in the School Code, may be required by the Administration to establish eligibility for sick leave. The Administration shall not subject the teacher to undue harassment to establish eligibility for sick leave.

10.1(c) In order to be eligible for sick leave a teacher or a member of their household, shall, whenever possible, report their absence to the principal prior to their absence Except otherwise provided, a teacher on leave of absence shall not be eligible for sick leave nor shall he/she accumulate sick leave days.

10.2 Bereavement Leave

Teachers who lose time on days on which they are scheduled to teach due to a death in their immediate family, as defined in 10.1 above, shall be granted up to three (3) days paid leave for time lost as a result of such death. Teachers may not claim paid bereavement leave for the fourth (4th) and subsequent days following said death, except that an additional day of bereavement leave shall be granted by the Board if a teacher must travel a considerable distance to attend a funeral of a teacher's immediate family. Teachers shall be granted one (1) day to attend the funeral of aunts, uncles, nieces, nephews, cousins and grandparents in law. Upon request, teachers shall furnish proof of death.

10.3 Jury Duty Pay

Teachers who lose time on days which they are scheduled to teach due to service on a jury or who are subpoenaed to testify in court on behalf of the District shall suffer no loss of salary thereby, provided they give notice to the principal of the dates of their absences upon receipt of any notice of jury duty or said court appearance.

10.4 Personal Leave

10.4(a) A teacher shall be entitled to 3 personal days per year for personal business, emergency absences, religious holidays, personal court appearances, etc. In order to be eligible for personal leave, the teacher must give the building principal 18 hours notice except in emergencies which prevent such notice. Teachers shall not be required to disclose the reason for taking personal leave, but need only state “personal leave” on the report form. Personal leave may not be taken: (1) the first five (5) days or last five (5) days of the school year, (2) on three consecutive days (3) on two consecutive days immediately before or after a holiday, or (4) on both the day immediately before a holiday and on the day immediately after the same holiday. Personal days not used in the year of service for which it is granted shall become sick days.

10.5 Sabbatical Leave of Absence

10.5(a) The Board may within its discretion grant a sabbatical leave of absence to a teacher for a period not to exceed one school year for a full-time resident graduate study, research, travel, or other purposes designed to improve the District.

10.5(b) The leave will be conditioned upon a plan for full-time resident graduate study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the school District, which plan if approved by the Board may not thereafter be modified without the approval of the Board.

10.5(c) No teacher will be eligible for a sabbatical leave until he/she has completed 6 full years of continuous service as a full-time teacher on the staff of the schools in this District and may not again apply for a sabbatical leave until the completion of a subsequent 6 years of service.

10.5(d) Before leave is granted, the applicant shall agree in writing that if at the expiration of such leave he/she does not return to the District for a period of at least one full teacher year, all sums of money received from the Board during the leave period shall be refunded to the Board, unless return and performance is prevented by illness or incapacity.

10.5(e) A teacher granted a sabbatical leave will receive one-half of their basic salary for the year preceding the year of leave. The Board shall pay the contribution to the Teachers’ Retirement System required of the teacher on leave computed on the basis of the teacher’s annual full-time salary for the year preceding the year of leave. Upon return, the teacher shall be placed on the salary schedule at the step he/she would have been if the leave had not been taken.

No more than one teacher from each school may be granted sabbatical leave, with pay, for any one academic year, unless in the opinion of the Superintendent the granting of additional leaves shall result in significant benefit to the school District. If it becomes necessary to choose between 2 or more applicants who the Board decides have plans equal in merit, the selection shall be made on the basis of seniority.

10.5(g) All applications for sabbatical leave, including detailed plans, will be submitted to the teacher’s principal between the dates of December 1 and February 15 of the school year preceding that for which the leave is requested. The principal will forward the application and

plans, together with his endorsement and recommendation to the Superintendent, who will refer them to the Board for a decision.

10.5(h) Teachers will be notified of the decision of the Board regarding their application on or before March 15.

10.5(i) Unless justified by illness or incapacity, failure of any teacher granted a sabbatical leave to devote the entire period to purposes for which the leave is granted, shall constitute a cause for discharge.

10.5(j) At the end of the leave and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher shall have the right to return to employment by the District in accordance with Article 10.11.

10.6 Parental Leave of Absence

A teacher who is an “eligible employee” as defined by the Family and Medical Leave Act of 1993 (FMLA) may elect to use up to twelve (12) workweeks of any available FMLA leave for the birth of a child or the placement of a child for adoption or foster care (“Parental Leave”). Leave taken pursuant to this subsection shall constitute leave for Family and Medical Leave Act purposes, and shall be subject to the following conditions and limitations:

1. The teacher shall provide at least thirty (30) days advance written notice of their intention to take Parental Leave, except that if the date of birth or placement for adoption or foster parenting requires the Parental Leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable
2. Parental Leave shall not be taken intermittently, and must be taken within the twelve (12) month period immediately following the date of birth or placement for adoption or foster care. Employees may split the leave between the school years if the birth/placement takes place less than twelve (12) weeks before the end of the school year.
3. Teachers shall utilize any accumulated sick leave days for a period of thirty (30) days immediately following the birth or placement for adoption or foster parenting, or if the birth or placement occurs during the summer break, during the first thirty (30) days of the school year. Teachers may elect to use accumulated sick leave for the remainder of the available leave period. The use of sick leave shall not extend the teacher’s Parental Leave. Parental Leave shall run concurrent with leave taken pursuant to FMLA, and shall not extend beyond the teacher’s FMLA entitlement, unless expressly authorized in this Agreement.
4. Parental Leave, except as noted in 3 above, shall be without pay, and no benefits shall accrue during the period of Parental Leave.
5. Health insurance shall continue in accordance with Article 9.5(b) for the duration of the available FMLA leave; however, the District reserves the right to recover any insurance premiums paid for the period should the teacher fail to return to work at the expiration of

the leave period, in accordance with State and federal law. This Section 10.6(a) shall and does supersede the Memorandum of Understanding entered into on August 7, 2015.

6. At the end of the Parental Leave, the teachers shall have the right to return to their position held prior to the commencement of the leave, provided the teacher is not part of a Reduction in Force (RIF).

A regularly employed, non-tenured teacher who is completing their third or fourth consecutive school year with the District and who is in good standing with the District to attain tenure may request in writing to take unpaid leave for the balance of the school term during which the birth or placement of a child occurs. Said extension of Parental Leave shall be subject to the following conditions:

1. Such request must be made at least thirty (30) days prior to the end of the Parental Leave.
2. A teacher who takes Parental Leave in the fall term of the school year must notify the Superintendent in writing by November 15 of their intention to return for the spring term, and must return on the first attendance day following the winter break. A teacher who takes Parental Leave during the spring term of the school year must notify the Superintendent in writing by April 15 of their intention to return the succeeding school year, and must return on the first attendance day of the next school year
3. Leave under this subsection shall be without pay, and no benefits shall accrue during the period of leave. The teacher may elect to use accumulated sick leave during the leave period.
4. Following the Parental Leave in Section 10.6(a), the teacher shall be entitled to continue their group insurance benefits according to Article 10.11(c). This Section 10.6(b) shall and does supersede the Memorandum of Understanding entered into on August 7, 2015.
5. At the end of this Parental Leave extension, the teacher shall have the right to return to their position held prior to the commencement of the leave, provided the teacher is not part of a Reduction in Force (RIF)

All regularly employed, tenured teachers may also apply for Long-term Parental Leave for the purpose of caring for their newborn or adopted or fostered child. The duration of the leave shall be for the remainder of the school year during which the birth or adoption of the child occurs, plus one (1) additional school year, if requested. Said Long-term Parental Leave shall be subject to the following conditions:

1. Long-term Parental Leave may be used more than once during a tenured teacher's employment with the District, provided that the teacher works for at least one full school year between such Leaves.
2. Long-term Parental Leave shall be without pay, and no benefits shall accrue during the period of Long-term Parental Leave; however, the teacher may elect to use accumulated sick leave during the Long-term Parental Leave.

3. All requests for Long-term Parental Leave must be submitted in writing to the Superintendent at least three (3) months prior to the anticipated beginning date of the leave unless circumstances later require the leave to begin sooner. The leave shall begin at a mutually agreeable date.
4. A tenured teacher on Long-term Parental Leave must also notify the Superintendent, in writing, between January 1st and March 1st regarding intention to return to the District at the beginning of the following school year. Failure to comply with the request for reinstatement will be interpreted as constituting a resignation.
5. At the end of the Long-term Parental Leave, the teacher shall be guaranteed a comparable position for which he or she is qualified.
6. A teacher on Long-term Parental, following the Parental Leave in Section 10.6(a), shall be entitled to continue their group insurance benefits according to Article 10.11(c). This Section 10.6(c) shall and does supersede the Memorandum of Understanding entered into on August 7, 2015

10.7 General Leave of Absence

10.7(a) Upon approval of the Board, a teacher shall be granted up to one year's leave of absence without pay when such absence is deemed beneficial to both the teacher and the school. Such leaves shall start and end at the beginning of the school year.

Requests for leave without pay shall be filed in writing with the Superintendent. Each request must indicate the reason and the period of time for which leave is requested. Upon receipt of the request the Superintendent shall make a recommendation to the Board for granting the request or denying it. The decision of the Board shall be final. The Board may set the conditions of such leave.

10.7(b) Notwithstanding Section 10.7(a), any teacher with 15 or more years of District seniority may apply in writing to the Superintendent for a one year's leave of absence without pay provided the teacher is not subject to a notice of remediation either at the time of application or at any time during the applied-for leave. The teacher with the most District seniority among qualified applicants shall be granted a leave of absence by the Board. The leave shall start and end at the beginning of the school year.

10.7(c) If a leave without pay is for less than ½ of a school year, the teacher shall be given credit for one year's experience subsequent to the leave. If the leave without pay is more than ½ of a school year, the teacher shall not advance on the salary schedule the following school year.

10.7(d) Upon return from leave, the teacher shall have the right to return to employment in the District in accordance with Article 10.11.

10.8 Military Leave of Absence

Teachers who are called or volunteer for military service while under contract in the District shall, upon return, be entitled to all of the benefits provided them under state and federal law.

10.9 Visitation Day

The Superintendent may allow a teacher visitation day on Institute Days, provided the Superintendent, within their discretion, approves such requests in advance.

10.10 Family Medical Leave Act (FMLA)

Teachers may be eligible for FMLA leave in accordance with the provisions of the Family and Medical Leave Act and any rules promulgated thereunder except as modified herein. All leaves provided under this Article 10 shall, to the extent that the reason for the leave qualifies for leave under the federal Family and Medical Leave Act, run concurrently with and be counted towards any leave entitlement under said Act. FMLA leave is unpaid except that a teacher shall use accumulated sick leave to be compensated during and to run concurrently with any FMLA qualifying absence, unless otherwise specifically provided for in this Agreement. Except in the case of leave to care for a covered servicemember with a serious injury or illness, an eligible employee's FMLA leave entitlement is limited to a total of 12 workweeks of leave during any 12- month period for any one, or more, of the following reasons:

1. The birth of the employee's son or daughter, and to care for the newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of their job; and,
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty.

The twelve month period for counting FMLA leave shall be calculated on a rolling twelvemonth period. The teacher shall provide at least thirty (30) days advance written notice of their intention to take FMLA Leave, except that if the qualifying reasons for leave requires the FMLA Leave to begin in less than thirty (30) days, the teacher shall provide such notice as is practicable.

Health insurance shall continue in accordance with Article 9.5(b) for the duration of the available FMLA leave; however, the District reserves the right to recover any insurance premiums paid for the period should the teacher fail to return to work at the expiration of the leave period, in accordance with State and federal law.

At the end of a teacher's FMLA leave of absence, the teacher shall have the right to employment in the District, unless that teacher is part of a Reduction in Force (RIF).

10.11 Leave of Absence Rights and Responsibilities

10.11(a) Absence on a Sabbatical, Parental, including an applicable extension of or Long-term Parental Leave, General, or Military Leave of Absence shall not be considered a

break in service under this Agreement but the period of the leave shall not count as service in the District for any purpose, including seniority, except as otherwise specifically provided for in this Agreement or as required by law.

10.11(b) The Board shall not arbitrarily or capriciously require a teacher on a leave of absence to attend or participate in any special hearings, programs or meetings. By way of illustration, the Board may however, require a teacher on a leave to attend a meeting concerning a grievance or complaint, or a meeting which arises out of a teacher's action or words, or lack thereof.

10.11(c) Health insurance shall continue in accordance with Article 9.5(b) through August 31 for teachers taking a leave of absence provided such teacher completes the school year. Teachers on a leave of absence shall be entitled to continue in the Board's group insurance benefits at their own expense except as otherwise provided for in this Agreement, provided the teacher submits the monthly premium timely to the Board in accordance with the Board's direction. Any teacher who chooses to continue insurance shall be advised by the Board of the premium cost and the directions for payment.

10.11(d) At the end of a teacher's leave of absence, the teacher shall have the right to employment in the District, unless that teacher is part of a Reduction in Force (RIF). Written notices of intent to return from a leave of absence shall be filed in writing with the Superintendent as soon as possible but not later than March 1st of the school year. Failure to timely notify the Administration of an intent to return from a leave of absence shall not obligate the Board to employ the teacher unless notification is prevented by illness or incapacity and will be interpreted as constituting a resignation. Failure to return upon termination of a leave of absence shall constitute cause for termination of employment unless return is prevented by illness or incapacity. In the event a teacher determines that the term of a leave of absence as described in Section 10.7 is no longer necessary due to extenuating circumstances the Board shall make a good faith effort to return the teacher to employment prior to the expiration of the leave of absence.

10.11(e) Upon return from a Leave of Absence, the teacher shall be placed in their former position, or if the position is filled, changed, or discontinued, to an available position most similar to the one he/she left; provided that a returning tenured teacher shall return to a primary grade if he/she left from a primary grade; to an intermediate grade if he/she left from an intermediate grade; to a junior high position if he/she left from a junior high position; or to an auxiliary position if he/she left from an auxiliary position, unless other mutually agreed upon arrangements are made.

10.11(f) A tenured teacher who takes a Leave of Absence shall have the right to be assigned to a job by the Board at the expiration of such leave, provided there is a job for which the said teacher is qualified then occupied by a teacher with less seniority in the District.

ARTICLE 11.
UNION AND BOARD RIGHTS AND RESPONSIBILITIES

11.1 Board Policy

The provisions of this Agreement shall constitute Board policy of record for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibilities for proper management of the District conferred upon and vested in it by the Statutes and the Constitution of the State of Illinois and the United States, including, but not limited to, the responsibilities for and the right to:

- (1) maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of District affairs;
- (2) hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- (3) establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- (4) delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy as the same may from time to time be amended; and
- (5) determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities and assignments of those employees in the bargaining unit.

No action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Board unless and until the Board has agreed thereto in writing.

Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under the Illinois School Code or any other national, state, county, district or local laws or regulations as they pertain to education.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

11.2 Non-Interruption of Work

In consideration of the Board's good faith observance of the terms of the grievance and arbitration procedure, the Union agrees that neither the Union nor any of the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the Board regardless of the reason for so doing during the term of this Agreement.

11.3 Non-Discrimination

Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures or in any other relationship, shall discriminate against any person on the basis of race, creed, color, sex, marital status, age, ethnic background, geographic origin, political affiliation or physical appearance.

11.4 Equal Representation

The Union agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions to their employment and the settlement of grievances.

11.5 Freedom to Join or Not to Join Organizations

Teachers shall be free to join any organization without interference or penalty. They shall not be encouraged to join nor discouraged from joining any organization by supervisors, administrators or other representatives of the Board.

11.6 Use of School Facilities

The Union shall have bulletin board space in each school and shall have access to use the teachers' mailboxes and/or e-mail for its communications. Upon reasonable advance notice in writing, the Union shall have access to rooms in the schools for meetings, subject to the prior approval of the principal, who shall not withhold approval if the rooms desired are available. In emergencies, where no other communications are available, the Union shall have access to the public address system for brief announcements. Duplicating equipment and computer workstations may be used by the Union, if not in use by the District, and provided that the Union reimburses the District for any costs of such use. The District will provide a lockable filing cabinet for Union use.

11.7 Meetings

Wednesday shall be set aside for faculty meetings called by the Union or Administration. The second Wednesday of each month shall be set aside for Union meetings. The fourth Wednesday of each month shall be set aside for the Committees of the Union. No other meetings shall be called by the Administration on these dates, except in the case of an emergency.

11.8 Miscellaneous Union Rights

11.8(a) The Union president or their designee shall have the right to address all faculty on the first Institute Day of the school year, the time and place to be mutually agreed upon by the Union president and the Superintendent.

11.8(b) Faculty lists including home addresses and telephone numbers and a list of new teachers hired shall be given to the Union by August 1 of each year and names and addresses of persons employed after that date shall be made available on a monthly basis.

11.8(c) The Board shall make available to the Union upon request any existing public records which are relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. Standing requests will not be honored.

11.9 Union Listing

The Union officers will be listed in any published roster of District employees.

11.10 Union Meetings With Administration

Upon request, once a month or at mutually convenient times, and places, the principal and Union building representative shall meet to discuss school operations and the implementation of this Agreement. Upon request, once a month or at mutually convenient times, and places, the Superintendent and the Union representatives shall meet to discuss matters of educational policies and the implementation of this Agreement. The Superintendent shall, upon written request, make available to and discuss with the Union president in September and January of each school year figures concerning class size. No collective bargaining shall be conducted at any meeting referred to in this Section 11.10.

11.11 Equal Benefits to all Bargaining Unit Members

The benefits and terms of this Agreement shall apply equally to all teachers without regard to their membership or lack of membership in any teacher organization.

11.12 Agreement Printing and Distribution

The Agreement shall be printed by a Union printer as soon as possible after the date of ratification by both parties. A joint Union-Board committee shall determine the form and style of the Agreement. All teachers shall receive a copy of this Agreement. The cost of printing shall be shared equally by the Union and the Board.

11.13 Negotiations

The dropping or modifying of any proposal made during negotiations shall not be relied upon by either party for any purpose whatsoever.

11.14 Deduction of Union Dues and Credit Union

The Board will deduct monthly from the pay of each teacher from whom it receives a voluntary written authorization to do so the required amount of Union dues and Credit Union deductions. The dues and a list of employees from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than seven days after such deductions were made. Said authorization forms may be cancelled by the teacher at any time. The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.

ARTICLE 12.
SALARY

The salary schedules for the 2023-2024, 2024-2025, 2025-2026, 2026-2027 and 2027-2028 school years shall be attached hereto as Appendix A.

ARTICLE 13.
DURATION

This Agreement shall be effective on the date of ratification and approval and shall remain in force and effect through the day before the start of the 2022-2023 school year, unless otherwise designated. It shall be renewed automatically from school year to school year thereafter unless either party shall notify the other, in writing, at least 60 and not more than 90 days before the termination date that it desires to modify, change, amend, or terminate this Agreement.

This Agreement constitutes a full and complete settlement of all outstanding issues between the Board, the Union and the teachers.

BOARD OF EDUCATION, DISTRICT NO. 126,
ALSIP, HAZELGREEN, OAK LAWN, ILLINOIS

By: Marguerite C. Sinnott-Snooks
President
Janice Hill
Secretary

DISTRICT NO. 126, FEDERATION OF TEACHERS COUNCIL
LOCAL 943, AFT, AFL-CIO

By: Kelly E. Law
President
Patricia M. Dermott
Secretary

APPENDIX A
2023-2024 SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+24</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	52,176	53,522	54,501	55,479	56,702	58,048	59,271
2	52,576	53,922	54,901	55,879	57,102	58,448	59,671
3	52,976	54,322	55,301	56,279	57,502	58,848	60,071
4	53,392	54,738	55,717	56,695	57,918	59,264	60,487
5	53,825	55,171	56,149	57,128	58,351	59,697	60,920
6	54,273	55,618	56,597	57,576	58,799	60,144	61,368
7	54,734	56,080	57,058	58,037	59,260	60,606	61,829
8	55,195	56,541	57,519	58,498	59,721	61,067	62,290
9	56,686	58,072	59,080	60,087	61,347	62,733	63,993
10	58,221	59,649	60,687	61,725	63,023	64,450	65,749
11	60,331	61,815	62,895	63,974	65,325	66,809	68,158
12	62,523	64,068	65,190	66,314	67,716	69,262	70,664
13	63,946	65,536	66,693	67,849	69,295	70,885	72,330
14	65,692	67,338	68,534	69,731	71,227	72,874	74,371
15	67,024	68,727	69,967	71,300	72,775	74,457	76,006
16	68,758	70,547	71,848	73,182	74,776	76,564	78,191
17	71,921	73,801	75,165	76,568	78,240	80,116	81,825
18	74,579	76,531	77,951	79,639	81,539	83,457	85,232
19	74,835	76,827	78,277	80,100	82,033	84,076	86,012
20	75,093	77,126	78,603	80,646	82,582	84,766	86,841
21	75,271	77,329	78,871	81,257	83,222	85,538	87,714
22	75,449	77,550	79,135	81,873	83,909	86,322	88,682
23	75,625	77,754	79,403	82,420	84,596	87,144	89,684
24	-	77,960	79,669	83,007	85,260	87,919	90,711
25	-	78,162	79,936	83,640	85,928	88,714	91,761
26	-	-	80,201	84,368	86,657	89,562	92,818
27	-	-	80,609	85,183	87,639	90,555	93,881
28	-	-	81,420	86,033	88,773	91,875	95,202
29	-	-	83,505	87,289	90,279	93,316	96,754
30	-	-	85,362	88,951	92,184	95,172	98,499
31	-	-	88,439	91,484	93,838	97,208	100,472
32	-	-	90,284	93,512	96,016	99,648	103,002
33	-	-	93,140	95,951	98,470	101,164	104,445
34	-	-	95,534	98,313	100,860	103,387	106,422
35	-	-	97,754	100,410	103,255	105,781	108,808

Band and Chorus Directors will receive a stipend.

APPENDIX A
2024-2025 SALARY SCHEDULE

STEP	BA	BA+15	BA+24	MA	MA+15	MA+30	MA+45
1	54,646	56,066	57,099	58,130	59,421	60,841	62,131
2	55,046	56,466	57,499	58,530	59,821	61,241	62,531
3	55,468	56,888	57,921	58,952	60,243	61,663	62,953
4	55,890	57,310	58,343	59,374	60,665	62,085	63,375
5	56,329	57,749	58,781	59,813	61,103	62,524	63,814
6	56,785	58,205	59,237	60,270	61,560	62,980	64,271
7	57,258	58,677	59,710	60,743	62,033	63,452	64,743
8	57,744	59,164	60,196	61,229	62,519	63,939	65,230
9	58,231	59,651	60,683	61,715	63,006	64,426	65,716
10	59,804	61,266	62,329	63,392	64,721	66,183	67,513
11	61,423	62,930	64,025	65,120	66,489	67,995	69,365
12	63,649	65,215	66,354	67,493	68,918	70,483	71,907
13	65,962	67,592	68,775	69,961	71,440	73,071	74,551
14	67,463	69,140	70,361	71,581	73,106	74,784	76,308
15	69,305	71,042	72,303	73,566	75,144	76,882	78,461
16	70,710	72,507	73,815	75,222	76,778	78,552	80,186
17	72,540	74,427	75,800	77,207	78,889	80,775	82,492
18	75,877	77,860	79,299	80,779	82,543	84,522	86,325
19	78,681	80,740	82,238	84,019	86,024	88,047	89,920
20	78,951	81,052	82,582	84,506	86,545	88,700	90,743
21	79,223	81,368	82,926	85,082	87,124	89,428	91,617
22	79,411	81,582	83,209	85,726	87,799	90,243	92,538
23	79,599	81,815	83,487	86,376	88,524	91,070	93,560
24	-	82,030	83,770	86,953	89,249	91,937	94,617
25	-	82,248	84,051	87,572	89,949	92,755	95,700
26	-	-	84,332	88,240	90,654	93,593	96,808
27	-	-	84,612	89,008	91,423	94,488	97,923
28	-	-	85,042	89,868	92,459	95,536	99,044
29	-	-	85,898	90,765	93,656	96,928	100,438
30	-	-	88,098	92,090	95,244	98,448	102,075
31	-	-	90,057	93,843	97,254	100,406	103,916
32	-	-	93,303	96,516	98,999	102,554	105,998
33	-	-	95,250	98,655	101,297	105,129	108,667
34	-	-	98,263	101,228	103,886	106,728	110,189
35	-	-	100,788	103,720	106,407	109,073	112,275

Band and Chorus Directors will receive a stipend.

APPENDIX A
2025-2026 SALARY SCHEDULE

STEP	BA	BA+15	BA+24	MA	MA+15	MA+30	MA+45
1	57,251	58,749	59,839	60,928	62,289	63,787	65,148
2	57,651	59,149	60,239	61,328	62,689	64,187	65,548
3	58,073	59,571	60,661	61,750	63,111	64,609	65,970
4	58,518	60,017	61,106	62,195	63,556	65,054	66,415
5	58,964	60,462	61,551	62,640	64,001	65,499	66,861
6	59,427	60,925	62,014	63,103	64,464	65,962	67,324
7	59,909	61,407	62,495	63,585	64,946	66,444	67,805
8	60,407	61,904	62,994	64,084	65,445	66,942	68,304
9	60,920	62,418	63,507	64,597	65,958	67,456	68,817
10	61,433	62,932	64,020	65,110	66,471	67,969	69,330
11	63,093	64,636	65,758	66,878	68,281	69,823	71,226
12	64,801	66,391	67,546	68,701	70,146	71,734	73,180
13	67,150	68,802	70,004	71,205	72,708	74,360	75,862
14	69,590	71,309	72,558	73,809	75,370	77,090	78,651
15	71,173	72,943	74,231	75,518	77,127	78,897	80,505
16	73,117	74,949	76,280	77,612	79,277	81,111	82,777
17	74,599	76,495	77,875	79,359	81,000	82,873	84,597
18	76,529	78,521	79,969	81,453	83,228	85,218	87,029
19	80,050	82,142	83,661	85,222	87,083	89,171	91,073
20	83,008	85,181	86,761	88,640	90,755	92,890	94,865
21	83,293	85,510	87,124	89,153	91,305	93,579	95,734
22	83,580	85,843	87,487	89,761	91,916	94,347	96,656
23	83,779	86,069	87,785	90,441	92,628	95,206	97,628
24	-	86,315	88,079	91,127	93,393	96,079	98,705
25	-	86,542	88,378	91,736	94,157	96,993	99,821
26	-	-	88,674	92,389	94,897	97,856	100,964
27	-	-	88,971	93,093	95,640	98,741	102,132
28	-	-	89,266	93,904	96,451	99,685	103,309
29	-	-	89,720	94,811	97,544	100,790	104,492
30	-	-	90,622	95,757	98,807	102,259	105,962
31	-	-	92,943	97,155	100,483	103,863	107,690
32	-	-	95,010	99,005	102,603	105,929	109,632
33	-	-	98,435	101,824	104,444	108,195	111,828
34	-	-	100,488	104,081	106,868	110,911	114,644
35	-	-	103,667	106,796	109,600	112,598	116,250

Band and Chorus Directors will receive a stipend.

APPENDIX A
2026-2027 SALARY SCHEDULE

STEP	BA	BA+15	BA+24	MA	MA+15	MA+30	MA+45
1	59,714	61,287	62,431	63,574	65,003	66,576	68,006
2	60,114	61,687	62,831	63,974	65,403	66,976	68,406
3	60,534	62,107	63,251	64,394	65,823	67,396	68,826
4	60,977	62,550	63,694	64,837	66,266	67,839	69,269
5	61,444	63,017	64,161	65,304	66,734	68,307	69,736
6	61,912	63,485	64,629	65,772	67,201	68,774	70,204
7	62,398	63,971	65,115	66,258	67,687	69,260	70,690
8	62,904	64,477	65,620	66,764	68,193	69,766	71,196
9	63,428	64,999	66,144	67,288	68,717	70,289	71,719
10	63,966	65,539	66,682	67,826	69,256	70,829	72,258
11	64,505	66,078	67,221	68,365	69,795	71,368	72,797
12	66,248	67,867	69,045	70,222	71,695	73,315	74,787
13	68,041	69,710	70,923	72,137	73,653	75,321	76,839
14	70,507	72,242	73,504	74,765	76,344	78,078	79,655
15	73,069	74,875	76,186	77,500	79,138	80,945	82,583
16	74,732	76,590	77,943	79,294	80,983	82,842	84,530
17	76,773	78,696	80,094	81,493	83,241	85,166	86,916
18	78,329	80,320	81,769	83,327	85,050	87,016	88,826
19	80,356	82,447	83,967	85,526	87,389	89,479	91,380
20	84,052	86,249	87,844	89,483	91,437	93,630	95,627
21	87,159	89,440	91,099	93,072	95,293	97,534	99,609
22	87,458	89,786	91,480	93,611	95,870	98,258	100,520
23	87,759	90,135	91,861	94,249	96,512	99,064	101,489
24	-	90,373	92,175	94,963	97,260	99,966	102,509
25	-	90,631	92,483	95,683	98,062	100,882	103,641
26	-	-	92,796	96,322	98,865	101,843	104,812
27	-	-	93,107	97,008	99,641	102,749	106,012
28	-	-	93,419	97,748	100,422	103,678	107,239
29	-	-	93,729	98,599	101,274	104,669	108,474
30	-	-	94,206	99,551	102,422	105,829	109,716
31	-	-	95,154	100,545	103,747	107,372	111,260
32	-	-	97,590	102,013	105,507	109,056	113,074
33	-	-	99,761	103,955	107,733	111,225	115,113
34	-	-	103,357	106,915	109,666	113,605	117,419
35	-	-	105,513	109,285	112,212	116,456	120,376

Band and Chorus Directors will receive a stipend.

APPENDIX A
2027-2028 SALARY SCHEDULE

STEP	BA	BA+15	BA+24	MA	MA+15	MA+30	MA+45
1	62,299	63,951	65,152	66,353	67,853	69,505	71,006
2	62,699	64,351	65,552	66,753	68,253	69,905	71,406
3	63,119	64,771	65,972	67,173	68,673	70,325	71,826
4	63,560	65,212	66,413	67,614	69,114	70,766	72,267
5	64,026	65,677	66,879	68,079	69,580	71,231	72,732
6	64,517	66,168	67,370	68,570	70,070	71,722	73,223
7	65,007	66,659	67,860	69,061	70,561	72,213	73,714
8	65,518	67,170	68,371	69,571	71,072	72,723	74,224
9	66,049	67,701	68,901	70,102	71,603	73,255	74,756
10	66,599	68,249	69,451	70,652	72,153	73,803	75,305
11	67,165	68,816	70,016	71,218	72,719	74,370	75,871
12	67,730	69,382	70,582	71,783	73,284	74,936	76,437
13	69,560	71,261	72,498	73,733	75,280	76,980	78,526
14	71,444	73,196	74,470	75,743	77,336	79,087	80,681
15	74,033	75,854	77,179	78,503	80,161	81,982	83,637
16	76,723	78,618	79,995	81,375	83,095	84,992	86,713
17	78,469	80,420	81,840	83,258	85,033	86,984	88,757
18	80,611	82,631	84,099	85,568	87,403	89,424	91,261
19	82,246	84,336	85,857	87,493	89,303	91,367	93,268
20	84,374	86,569	88,165	89,802	91,758	93,952	95,949
21	88,255	90,562	92,236	93,957	96,009	98,311	100,408
22	91,517	93,912	95,654	97,726	100,057	102,411	104,589
23	91,831	94,275	96,054	98,292	100,664	103,171	105,546
24	-	94,642	96,455	98,962	101,337	104,017	106,563
25	-	94,891	96,783	99,711	102,123	104,965	107,635
26	-	-	97,107	100,467	102,966	105,927	108,823
27	-	-	97,436	101,138	103,809	106,935	110,052
28	-	-	97,763	101,859	104,623	107,886	111,312
29	-	-	98,090	102,635	105,443	108,862	112,601
30	-	-	98,415	103,529	106,338	109,902	113,898
31	-	-	98,916	104,529	107,543	111,121	115,202
32	-	-	99,911	105,572	108,934	112,741	116,823
33	-	-	102,470	107,113	110,782	114,509	118,728
34	-	-	104,749	109,153	113,120	116,787	120,869
35	-	-	108,524	112,261	115,150	119,285	123,290

Band and Chorus Directors will receive a stipend.

APPENDIX B
SUMMER WORK/COMMITTEE WORK/INTERNAL SUBSTITUTION/EXTENDED SERVICE

The following amounts for Summer Work, District Committee, Internal Substitution, and Extended Service Positions shall be in effect for the duration of the contract:

Summer Work (Hourly)

<u>Summer</u>	<u>Summer Work (Hourly)</u>
2023	\$45.00
2024	\$45.00
2025	\$45.00
2026	\$50.00
2027	\$50.00

Committee Work (Hourly)

<u>School Year</u>	<u>Committee Work (Hourly)</u>
2023-2024	\$38.00
2024-2025	\$39.00
2025-2026	\$40.00
2026-2027	\$41.00
2027-2028	\$42.00

Internal Substitution

<u>School Year</u>	<u>Junior High (Per Period)</u>	<u>All Other Teachers (Per Hour)</u>
2023-2024	\$36.00	\$42.00
2024-2025	\$38.00	\$44.00
2025-2026	\$40.00	\$46.00
2026-2027	\$42.00	\$48.00
2027-2028	\$44.00	\$50.00

Extended Service Position

<u>School Year</u>	<u>Prairie</u>	<u>Hazelgreen</u>	<u>Lane</u>	<u>Stony</u>	<u>Total</u>
2023-2024	\$91,500	\$28,000	\$28,000	\$35,500	\$183,000
2024-2025	\$95,000	\$29,000	\$29,000	\$37,000	\$190,000
2025-2026	\$99,000	\$30,000	\$30,000	\$38,500	\$197,500
2026-2027	\$103,000	\$31,500	\$31,500	\$40,000	\$206,000
2027-2028	\$107,000	\$33,000	\$33,000	\$41,500	\$214,500



ALSIP, HAZELGREEN AND OAK LAWN SCHOOL DISTRICT 126

Craig Gwaltney
Superintendent

11900 South Kostner Avenue
Alsip, IL 60803-2307
708-389-1900
Fax: 708-396-3793
www.dist126.org

Hazelgreen Elementary
Lane Elementary
Stony Creek Elementary
Prairie Junior High
Early Childhood Center

TO: Kelly Law and Rita McDermott, Co-Presidents; District 126 Federation of Teachers Council Local 943

FROM: Craig Gwaltney, Superintendent

DATE: July 20, 2023

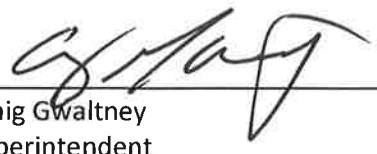
RE: Letter of Understanding Corrected Contract Dates – Retirement Language (9.20)
Corrected Table Label

It is hereby agreed between the Federation of Teachers Council Local 943 and the Board of Education of District 126 that the dates in the retirement section were not updated with the new contract. The attached language contains the corrected dates.

It is also hereby agreed between the Federation of Teachers Council Local 943 and the Board of Education of District 126 that the Summer School table was mis-labeled as Summer Work, and the summer 2028 was mistakenly left off of the schedule. The table below is to replace the table included in the contract on page 47.




Kelly Law
Co-President
District 126 Federation of Teachers Council Local 943



Craig Gwaltney
Superintendent
District 126

Date: 9/14/23

Date: 9-14-23



Rita McDermott
Co-President
District 126 Federation of Teachers Council Local 943

Date: 9/14/23

9.20 Retirement Package

Teachers who meet the eligibility requirements set forth in this Section 9.20 and who provide the notice as described below will receive as a retirement bonus a salary increase of six percent (6%) applied to their TRS creditable earnings due from the District in the year(s) prior to the school year(s) in which they gave their notice of retirement. The teacher may give one (1), two (2), three (3) or four (4) years of notice, provided that the teacher is eligible to do so and further provided that the notice is given during the term of this collective bargaining agreement. This retirement bonus is limited to those teachers who are or will be able to retire without penalty under applicable law on or before June 30, 2032. To be eligible for this benefit, a teacher must: (1) be eligible to receive a retirement annuity without discount under applicable law on or before June 30, 2032; (2) submit to the Superintendent by December 15th, at least one (1), two (2), three (3) or four (4) years in advance of retirement, an irrevocable notice of intent to retire, and (3) have served as a teacher in the District for 15 or more years, including the last 5 consecutive years. No retirement benefit under this Section 9.20 shall be available to any teacher whose retirement requires the payment of any penalty, contribution or additional charge by the District (for example, the ERO penalty or a penalty for payment in excess of 6%). An eligible teacher who elects any benefit under this Section 9.20 must submit to the Superintendent a written notice of irrevocable (except by mutual agreement of the teacher and the Board) resignation from employment due to retirement, effective at the end of the election period but no later than December 15, 2027. Said written notice must be submitted according to the timelines herein. The last school year in which any bonus will be paid under this paragraph is 2031-2032. It is understood and agreed to that no payment under this paragraph will result in any TRS penalty to the District, and the parties agree that if any such penalty is or may be assessed the District may adjust any employee's salary retroactively, or take any other action it deems necessary, to avoid such penalty.

Any teacher who submits notice of retirement and begins receiving or is scheduled to receive one or more six percent (6%) salary increases shall be removed from the salary schedule and shall not receive any other additional compensation from the District regardless of any additional activities the teacher may choose to perform or any horizontal or vertical movement the teacher would otherwise experience on the salary schedule, notwithstanding any other provision of this Agreement. It is the intent of the parties that the compensation increases of such teachers should be capped at six percent (6%) in any of the four (4) years prior to retirement, so that the District may avoid any related TRS surcharges or penalties.

Salary increases provided for under this paragraph are conditional on the teacher performing all required duties and assigned supplemental activities that were compensated in the base year used to calculate the six percent (6%) increases. If during any year in which a teacher would otherwise be entitled to receive six percent (6%) retirement increases the teacher declines to perform any assigned supplemental activity that was compensated in the base year, or the teacher is removed from any such activity for cause, the teacher's compensation shall be reduced proportionally.

This Section expires by its terms on June 30, 2032, and no teacher should rely on its continuance in a subsequent collective bargaining agreement. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those who had not applied for retirement under these provisions as described above.

A tenured teacher who retires, upon written request, shall receive separation pay of \$50 per day up to a maximum of 100 days for each day of unused sick leave. This is a post-retirement benefit

and is not intended by the Union or the District to result in additional TRS creditable earnings for the retiring teacher.

The District shall additionally pay to each eligible retiree under this Section 9.19 a post-retirement severance payment 60 days following the retirement date wherein the teacher's retirement is effective a lump sum of 25% of the teacher's final year's TRS creditable earnings (total district compensation). The lump sum post-retirement service payment is not intended by the Union or the District to result in creditable earnings for the retiring teacher.

Summer School (Hourly)

Summer	Hourly Rate
2023	\$45.00
2024	\$45.00
2025	\$45.00
2026	\$50.00
2027	\$50.00
2028	\$50.00