

AGREEMENT

Between the Board of Education

Riverdale Elementary School District #133 and

Illinois Federation of Teachers Riverdale

Elementary School District Local #943

August 15, 2021

to

August 14, 2025

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ARTICLE I

RECOGNITION AND JURISDICTION

- 1.1 **Recognition.** The Board of Education, School District 133, Cook County, Riverdale, Illinois, hereinafter referred to as the BOARD, recognizes Local #943, hereinafter referred to as the UNION, an affiliate of the Illinois Federation of Teachers, as the exclusive bargaining agent for all full-time teachers required to be certificated under Article 21 of the School Code, Social Workers, School Nurses and full-time teacher assistants. Excluded from the bargaining unit are: Superintendent, principals, and all other supervisory managerial and confidential employees as defined by the Illinois Educational Labor Relations Act and psychologists and/or other cooperative special education staff.
- 1.2 The terms "Teacher", "Employee", or "bargaining unit member" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the negotiating unit as determined in paragraph "A" above.
- 1.3 The phrase "school term," when used hereinafter in this Agreement, shall refer to the academic school year.

ARTICLE II

WORKING CONDITIONS

2.1 Employee Work Areas

The BOARD shall, within the limitations and constraints of space and budget, provide teachers and teacher's assistants with work areas to facilitate the bargaining unit member's work, teacher's and teacher assistant's desks, computers for joint use by teachers and teacher assistants, lockable filing space, and lockable storage areas for bargaining unit member's personal belongings. The parties agree that district purchased instructional equipment and materials are district property and shall not be for the exclusive use of any one teacher. To the extent that it is feasible, teachers will be assigned to a main teaching area with a minimum of alternative class sites. It is understood, however, that the final decision regarding the location of a particular teacher's class site shall rest with the BOARD. Suggestions made by bargaining unit members for the kinds of equipment and supplies will be considered by the Administration at the beginning of each school year.

2.2 Classroom Composition

The parties agree that the composition of classes may need to be altered from time to time in order to enhance the educational process. The administration will periodically meet with teachers for purposes of providing information and seeking teacher input regarding classroom composition. These meetings can be initiated by either the administration or the teachers. It is understood, however, that the final decision regarding classroom composition shall rest with the BOARD.

2.3 Employee Lounge

The Board shall provide teachers and bargaining unit members with a lounge area with a bulletin for staff and Union use.

2.4 Safe and Clean Working Environment

- A.** The parties agree that management and bargaining unit members have a mutual interest and responsibility in providing and maintaining a safe, clean, and healthful working environment on all school property.
- B.** Management shall make reasonable efforts to complete summer cleaning so that teachers will have access to their classrooms at least three workdays before the opening of School Institute Day in August/September.
- C.** No bargaining unit member shall permit non-enrolled students, including their own children, to be present in classrooms during working hours unless authorized by the principal.

2.5 Bargaining Unit Work Year

All bargaining unit members shall be required to render services during the term provided by the official school calendar. The bargaining unit members work year shall not exceed one hundred eighty (180) work days unless required by the particular assignment of the staff member. Prior to BOARD action on the official school calendar, the Superintendent will meet with no more than two (2) representatives of selected by the UNION to discuss alternative school calendars for the next school year. The parties agree that the final decision regarding the official school calendar rests with the BOARD.

2.6 School Day

The length of the workday for all bargaining unit employees shall not exceed seven (7) hours and twenty-five (25) minutes, exclusive of faculty meetings, parent conferences and such other professional duties as required by the BOARD from time to time, but inclusive of a thirty (30) minute duty free lunch period. The School District prepares a school calendar which shall set forth attendance days and hours for each school year and it will consult with no more than two (2) representatives selected by the Union and consider its recommendations regarding the school calendar prior to its adoption.

Upon reasonable notification to the principal or building administrator on duty if the principal is absent, in the case of late arrival or early departure to or from school for good cause in an emergency situation only as determined by the principal or his/her designee in their sole discretion, a bargaining unit member may be permitted to arrive late or depart early. The teacher or other bargaining unit member shall not depart early from school until such time as the principal and/or his/her designee has determined that good cause and an emergency situation exists and has been

provided authorization to leave. A bargaining unit member arriving late, shall fulfill the notification requirements of the sick leave section of this Agreement. If it is determined that good cause and an emergency situation exists, a bargaining unit member may be permitted to arrive up to one (1) hour late or leave one (1) hour early without loss of any paid benefit time.

This section shall not apply to extra-curricular or extra-activity duties compensated for pursuant to the terms of this Agreement.

2.7 Student Teachers

Prior to the assignment of a student teacher, the prospective teacher shall be given notice that he/she is being considered to serve as a supervising teacher. Student teachers shall be assigned only with the written approval of the teacher to whom the student teacher is to be assigned.

2.8 Planning Time

Full-time classroom teachers will receive a minimum of 210 minutes of planning time per week, exclusive of recess. Teachers so relieved from performing duties for planning purposes shall use 165 minutes of self-directed professional activities which include conferences with parents and other teachers and the preparation of class work. The remaining 45 minutes shall be directed by administration. These minimums do not apply to teachers who voluntarily work for extra-duty compensation during planning time.

2.9 Security

The administration will make reasonable effort to provide a safe working environment for bargaining unit members. Bargaining unit members shall not be utilized to search for suspected explosive devices and/or weapons. If teachers or teacher assistants observe the presence of objects not normally in their rooms, they will take reasonable action to obtain the removal of the objects.

The parties have a mutual interest in providing a safe educational environment for the students and a safe working environment for all employees. On those occasions when teachers wish to file police reports regarding incidents related to their teaching responsibilities, the administration will provide coverage of the teachers' responsibilities for a reasonable period of time. Prior to filing a police report the teacher will notify the principal, or in his/her absence, the superintendent's designee, of their intent to file a police report.

The Board agrees to solicit bargaining unit members input prior to establishing policies and procedures dealing with security issues.

2.10 Staffings

General education teachers with students requiring special education services, shall be provided with classroom coverage when required to be present at formal staffings. A tentative schedule of annual staffings for students currently enrolled will

be made available at least one month prior to the staffing. When a newly enrolled student requires a staffing, notice of the meeting will be provided to all affected teachers as soon as the staffing needs are known so that adequate preparation for the meeting can occur. The results of the staffing will be reported in writing to affected teachers within one week of the staffing.

2.11 Supplies and Supplemental Classroom Material

Teachers shall furnish the principal with a written list of the types and costs of instructional supplies desired by May 1st of each school year. Decisions regarding the purchase of instructional supplies shall remain with the Board. All approved and ordered supplies shall be made available to the teachers who have met the May 1st deadline, promptly upon receipt by the district. At the discretion of the Board, additional funds may be provided during the school year for the purchase of supplementary classroom materials and activities. If a teacher's assignment is changed after the submission of his/her list, he/she will be granted until June 1st to submit a revised instructional supplies list.

2.12 Workshops and Institute Days

The Administration will schedule all mandatory workshops and institute days during the hours of the regular school day. Any additional workshops or conferences beyond the school day shall be voluntary. If a mandatory workshop or institute day cannot be completed within the timeframe of a regular school day, the Administration may extend such mandatory workshops and/or institute days for a longer period of time and employees will be compensated for said additional time at a rate of \$30.00 per hour.

Prior to attending any non-mandatory administrative or teacher selected workshops, conferences, and/or conventions, bargaining unit members must receive approval by the Superintendent or her designee. All approved Professional Development activities, workshops, conferences or conventions must contribute to a bargaining unit member's professional growth or enhance their classroom performance. A bargaining unit member attending a pre-approved workshop, conference, or convention shall be reimbursed for cost of the program incurred only. Reasonable efforts will be made to provide substitutes for any teacher attending pre-approved workshops, conferences or conventions.

2.13 Committees

Service on district committees that meet beyond the contractual work day shall be voluntary. Bargaining unit members input will be sought on matters relating to discipline, scheduling, curriculum and community relations. When committees are formed on these matters, the Union will be offered the opportunity to suggest persons to be named to the committees.

2.14 Class Size

If a class size exceeds twenty two (22) students for grades K-3 or twenty-seven (27) students for grades 4- 8 for more than thirty (30) consecutive school days, the teacher shall report the class size to the Principal. Upon receiving such a report, the Board will then investigate the feasibility of hiring a full-time or part-time teacher assistant. The Board's determination in whether or not to hire an additional employee shall remain within its sole discretion.

2.15 Professional Demeanor

The parties agree that one of the ways children learn respect of others is by observing how adults relate to one another and to students. To that end, the parties agree to model for the students such behavior that will enhance professional and courteous relationships. In addition, staff members shall refrain from using any electronic devices for personal, non-instructional or non-school related purposes during student instructional time except for immediate emergencies existing on school grounds.

2.16 Recording of Student Grades

Before a student grade is changed, the teacher who assigned the grade will be consulted, so long as the teacher is reasonably available for the consultation, and the administrator making the change shall initial and date said change on the permanent record.

2.17 Dress Code

It is recognized that staff serve as a role model for the students and are expected to dress in a professional manner during the work day. On non-designated dress down days, staff members are expected to dress in business casual attire. Although business casual may include denim jeans when combined with other professional attire, it specifically excludes the wearing of t-shirts, sweatshirts, and gym shoes. Fridays, nonstudent attendance days (excluding parent teacher conference days), and other days specifically designated by the Principal and/or Superintendent, will be dress down days when neat and appropriate t-shirts, sweatshirts, and gym shoes will be permitted as acceptable attire. Staff may request and the Principal may grant exceptions to the dress code based upon demonstrated need and reasonableness.

ARTICLE III

TEACHER EVALUATION

The Union and the Board agree that there shall be created a standing Teacher Evaluation Committee convened for the purposes of discussing and reviewing the Student Growth portion of the District Teacher Evaluation plan. The Committee shall consist of an equal number of Union and Board Representatives and may be convened for a meeting at either the request of the Superintendent or his/her designee or the Union President at a mutually agreeable time and place. The Evaluation Committee shall meet at least annually. There shall be no changes in the evaluative tool until the staff has had an opportunity to provide feedback at a regular teacher's meeting. Input on the evaluative tool shall be solicited annually from the staff for review by the evaluation committee. The Board shall retain the ultimate authority to determine the contents of the District Teacher Evaluation plan in its sole discretion.

- 3.1 In accordance with Section 24A-2.5 of the Illinois School Code, only an administrator who has fulfilled all applicable pre-qualification and retraining requirements is eligible to serve as an evaluator of certified teachers as defined by the Illinois School Code. Should it become necessary to utilize evaluators other than administrators within the district to conduct evaluations of teachers, the Superintendent, or the Superintendent's designee, and the union will meet to discuss such individuals evaluating union members. Prior to selecting an evaluator other than an administrator within the district, the Board shall present three candidates to the Union and the Union shall select one of the three candidates within 14 calendar days after receiving notice from the Board. If the Union does not select one of the three candidates within 14 calendar days, the Superintendent, or the Superintendent's designee, shall pick one of the candidates.
- 3.2 A qualified administrator shall provide all teachers, during their evaluation year, with an orientation of the teacher evaluation instrument, which includes the procedures and rubrics used during evaluation, during opening day institute/retreat. Within fifteen (15) school days of the beginning of the school term or new employment (if hired after the start of the school year), an administrator qualified to evaluate teachers shall conduct an orientation session designed to acquaint teachers with the teacher evaluation procedures. Any teacher may request additional information regarding the rubric and/or procedures in writing to the qualified administrator.
- 3.3 Formal observations of teacher classroom performance shall be conducted with two (2) school day notice provided to the teacher. However, nothing shall preclude a building administrator from conducting informal observation of teacher performance during the regular school day or while carrying out professional assignments.
- 3.4 Within three (3) school days following a formal classroom observation, the evaluator shall contact the teacher to schedule a meeting at the convenience of both parties to discuss the performance of the teacher including the information collected during

the observation. The meeting shall be held no less than 7 school days of the formal classroom observation except for those instances where it becomes necessary to reschedule the meeting due to the needs of either the evaluator or the teacher. If the meeting must be rescheduled, it shall be rescheduled as promptly as permitted by the schedules of the evaluator and the teacher. After such meeting, the teacher may provide to the qualified evaluator additional information, explanations regarding the lesson presented or a rebuttal to any observations or conclusions made by the evaluator in writing within ten (10) school days of the post-conference meeting. Upon the receipt of any of the materials set forth above the teacher may request a conference to review the information with his/her qualified evaluator which will be scheduled at the convenience of both parties. Any materials presented by the teacher as set forth in this section shall be placed in the teacher's personnel file.

If the qualified evaluator determines during an evaluation year that the teacher may receive either a "needs improvement" or "unsatisfactory" performance evaluation rating for that evaluation year, then the qualified evaluator shall notify the teacher in writing of that determination and provide the information on which he/she is basing the determination.

- 3.5** For each full-time probationary teacher, a written formal evaluation shall be conducted at least two (2) times during each probationary year at reasonable intervals, one of which shall occur during the first three (3) months of school. A summative formal evaluation of the probationary teacher will be completed thereafter but in no event later than April 1 which shall be based upon the first two evaluations and which shall contain the final evaluative rating for the teacher. Deadlines specified above shall not apply in cases of emergency. In the event a probationary teacher begins employment after November 1 of the school year, for the school year in which the teacher was hired, the number of official evaluations may be reduced to one (1) by the administration. The foregoing specifications regarding number of written formal evaluations shall be considered minimums.
- 3.6** A tenured teacher shall receive a written evaluation at least once every other school year before March 1. The foregoing deadline shall not apply in cases of emergency, but if such a delay occurs, the administration will make every reasonable effort to provide a written evaluation to the tenured teacher as soon as possible.
- 3.7** An evaluation of a teacher's professional practice shall be preceded by at least one (1) scheduled formal classroom observation whereby the teacher is given at least a two-day notice that the classroom observation will occur. This provision does not preclude additional unscheduled classroom observations.
- 3.8** Within three (3) school days of each classroom observation, the observer shall schedule a conference to discuss the performance of the teacher at the convenience of both parties. The meeting shall be held no less than 7 school days

of the formal classroom observation except for those instances where it becomes necessary to reschedule the meeting due to the needs of either the evaluator or the teacher. If the meeting must be rescheduled, it shall be rescheduled as promptly as permitted by the schedules of the evaluator and the teacher. The teacher shall have until the school day following the conference to return a signed copy of the evaluation. Any teacher disagreeing with the content of the evaluation shall have the right to attach a rebuttal to the written evaluation.

ARTICLE IV

PERSONNEL RECORDS

- 4.1** There shall be only one personnel file kept for each bargaining unit member. Each bargaining unit member shall be given the opportunity to read and sign a record before the record is placed in the bargaining unit member's personnel file, other than a record exempt from disclosure under the law. The member's signature indicates that the member has read the materials; however, this does not imply agreement with its content.
- 4.2** If the bargaining unit member disagrees with any information contained in the personnel record and removal or amendment of such information cannot be mutually agreed upon between the bargaining unit member and the Board or its designee, the bargaining unit member may submit a written statement explaining his/her position regarding the personnel record.
- 4.3** A bargaining unit member may inspect his/her personnel records upon submission of a two (2) school day advance written request, excluding those portions or documents for which a bargaining unit member has no right of inspection pursuant to law. Personnel records under inspection may not be removed from the viewing area prescribed by the Superintendent or designee.
- 4.4** A bargaining unit member's personnel records shall be considered confidential and the contents thereof shall not be disclosed except as may be permitted under law. A bargaining unit member may give written consent to permit review of his/her file by a third party.

ARTICLE V

TEACHER ASSIGNMENTS, VACANCIES AND SENIORITY

5.1 Teacher Assignments

Teachers shall be provided written notification no later than May 15 as to their tentative teaching assignments for the following school term. In the event that changes in assignment are necessary after May 15, the involved teacher shall be (i) notified of the change, in writing, thirty (30) days prior to the start of the regular school term for students or on such later date as the administration knows of the need to make the assignment change and (ii) offered the opportunity to explore, with administration, other options. When changes in assignment are necessary less than thirty (30) days prior to the start of the school term, the affected teacher shall promptly notify the administration of any new materials he/she believes are necessary for the position and administration shall provide all materials it deems necessary in a reasonably prompt manner. The final decision regarding teacher assignment, however, shall rest with the BOARD.

- 5.2 During the school year, the Superintendent shall provide notice of all vacancies within the District by email to all bargaining unit staff at his/her District e-mail address. Absent an emergency, the District will not fill a vacancy until such time as it has been posted for ten (10) school days during the school year or ten (10) calendar days during the summer. Internal candidates shall be given consideration regarding the filling of the vacancy.

Teachers interested in such positions shall follow the application procedures indicated in the vacancy notice.

5.3 Seniority

- A. Seniority shall be defined as the length of continuous full-time employment service in the District exclusive of any unpaid leave of absence of more than thirty (30) consecutive calendar days. Part-time service in the District, if such part-time teacher has tenure, shall accrue seniority on a continuous basis similarly to full-time employment.

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

1. First date of employment in the district.
2. If not determinative, date of Board approval of teacher's contract.
3. If not determinative then the order in which the teachers names are listed in the board minutes of the meeting in which the Board approval occurred, with the greatest seniority being accorded to those listed first.

Within thirty (30) days after the start of the school year, the Union shall be furnished with a copy of the District seniority list.

- B. Seniority for teacher assistants will be defined as the length of continuous full time service to the Board, exclusive of any unpaid absence of more than thirty (30) consecutive calendar days. Upon employment, each teacher assistant will receive a seniority date which shall be the date the BOARD approved his/her employment or the first day of actual work, whichever is earlier. If two or more teacher assistants have the same seniority date, the date and time of the teacher assistant's application will control.

5.4 Reduction in Force

1. Certified Staff.

A. Annually a reduction in force ("RIF") joint committee (the "RIF Joint Committee") shall convene by no later than December 1 to address the matters within its authority under Section 24-12 of the Illinois School Code. The RIF Joint Committee shall be composed of four (4) members, two (2) members to be appointed by the Superintendent and two (2) members to be appointed by the Union. The appointments shall be made by October 1 of each school year, with appointees serving from October 1 through the following September 30. Any agreements reached by the RIF Joint Committee must be approved by the affirmative vote of at least three (3) members. Any agreements reached by the RIF Joint Committee shall be communicated to the Superintendent and to the Union on or before February 1 of the year in which RIF Notices are to be sent out.

B. When the Board deems it necessary to undertake a RIF of teachers, the Superintendent or designee shall give the Union President written notice of such determination at least ten (10) calendar days before the Board takes final action on such reduction.

By no later than March 15 of each school year, the Superintendent or designee shall consult with the Union President to develop a list establishing the sequence of honorable dismissals in any RIF in accordance with the positions and the groupings required by Section 24-12(b) of the Illinois School Code. The Superintendent or designee shall complete the list and provide the Union President with a copy by no later than 75 calendar days before the end of the school term. Thereafter, the Superintendent or designee shall promptly inform the Union President of any changes in the list made between the time of consultation with the Union President and any RIF action taken by the Board, but in any event by no later than 45 calendar days before the end of the school term.

2. Non-Certified Staff

If full-time employees are removed or dismissed as a result of a decision by the Board to either decrease the number of employees or to discontinue a particular type of educational support service, written notice, together with a letter of honorable dismissal and the reason therefore, shall be given the employee by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) days before the non-certified employee is removed or dismissed, or as may be otherwise permitted by the Illinois School Code as may be amended from time to time. Reductions shall be made in reverse order of seniority within the separate categories as set forth in Article V, Section 5.3.

3. Recall Rights

Teachers dismissed as a result of a RIF and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by certified mail, return receipt requested, to the teacher at the last known address contained in the teacher's personnel file. The District shall provide a copy of the notice to the Union President by email transmission and U.S. mail. Failure of the teacher to respond to the recall notice within fifteen (15) calendar days of the notice being sent, shall automatically terminate the teacher's right of recall.

4. Effects of Layoff

In addition to the other applicable provisions of this Section, the following provisions shall be applicable to teachers who are laid off:

A. Upon being recalled pursuant to the provisions of this Section, the accumulated and unused sick leave days that the teacher had at the time of his/her layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.

B. During the period of time that the teacher has recall rights, the teacher shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

C. While the seniority of a teacher who is laid off shall not be terminated if the teacher is recalled within one (1) calendar year from the beginning of the following school term following the teacher's layoff, seniority credit shall not accrue during the period of the layoff.

5. Termination of Seniority

Seniority and the employment relationship shall be terminated if a teacher:

A. quits or resigns;

B. is terminated;

- C. retires or is retired;
- D. is laid off for one (1) calendar year from the beginning of the school term following a reduction-in-force;
- E. fails to affirmatively respond to a notification of recall within the applicable time period specified above; or
- F. fails to return from an approved leave of absence upon its expiration.

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 Definition: A grievance shall mean a complaint by a bargaining unit member or the Union that there has been an alleged violation, misapplication, or misinterpretation of the terms of the Agreement.

6.2 Time Limits: All time limits consist of school days. If the end of a time period falls on a Saturday, Sunday or school holiday, the next day when the School District's administrative office is open will be the end of the time period. A grievance will be raised within thirty (30) days of the event or omission giving rise to the grievance. All time limits will be enforced, but the parties to this agreement may mutually agree to extend any time limit.

6.3 Procedures

STEP ONE: The parties hereto acknowledge that earnest effort shall be made for a bargaining unit member and the bargaining unit member's immediately involved supervisor to resolve problems through free and informal communications. When requested by the bargaining unit member, a Union representative may accompany the bargaining unit member to assist in the informal resolution of the grievance. A meeting between the supervisor and the teacher will be held within seven (7) days of the grievance being raised. If the informal process fails to satisfy the bargaining unit member or the Union, a grievance may be processed as follows:

STEP TWO: The bargaining unit member or the Union may present the grievance in writing to the School Principal within seven (7) days of the Step One meeting. The Principal will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant and the Principal shall be present for the meeting. The Union representative shall be given the opportunity to be present. Within ten (10) days of the Step Two meeting, the grievant and the Union shall be provided with the Principal's written response, including the reasons for the decision.

STEP THREE: If the grievance is not resolved at Step Two, then the grievant or the Union may refer the grievance in writing and with the reasons for the referral

set forth to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step Two answer. The superintendent shall arrange with the Union representative(s) for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within ten (10) days after the Step Three meeting, the Union and the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.

STEP FOUR: If the grievance is not resolved at Step Three, then the Union may refer the grievance in writing and with reasons for the referral set forth to the Board of Education within ten (10) days after receipt of the Step Three answer. The Board shall schedule a hearing on the grievance to take place within forty-five (45) days of the Board's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within fourteen (14) days after the meeting, the Union shall be provided with the Board's written response, including the reasons for the decision.

STEP FIVE: If the Union is not satisfied with the disposition of the grievance at Step Four, the Union may submit the grievance to final and binding arbitration within thirty (30) days after the Step Four answer from the Board. The parties will endeavor to select a mutually agreed upon arbitrator during the next fourteen (14) days. If the parties are unable to select an arbitrator, the parties will jointly request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Either party may request a second panel. The party requesting arbitration will strike the name of an arbitrator from the panel and thereafter the parties will strike alternatively strike until the arbitrator is selected. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Four Answer, then the grievance shall be deemed withdrawn.

Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which were not previously disclosed to the other party. The fees and the expenses of the arbitrator shall be shared equally by the parties.

The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decisions or recommendations on any issues not so submitted. The arbitrator shall be without power to interpret in any way the applicable laws, rules and regulations having the force and effect of laws. The decision shall be based solely upon the express language of this agreement as applied to the facts of the grievance presented.

6.4 Statement of Basic Principles

- 1. Released Time** - Should the investigation or processing of any grievance in the opinion of the Superintendent require bargaining unit member(s) and/or Union representative(s) be released from their regular assignments, the

bargaining unit member(s) and/or Union representative(s) shall be released without loss of pay or benefits.

2. **No Written Response** - If no written decision has been rendered within the time limits indicated by the step, then the grievance may be processed to the next step. Time limits, however, may be extended by written mutual agreement.
3. **Illness** - When the presence of a participant of a grievance hearing is requested by either party, illness or other incapacity of said participant shall be grounds for any necessary extension of grievance time limits.
4. **Board-Administration Cooperation** - The Board and the administration shall cooperate with the Union in the investigation of any grievance.
5. **No Reprisals Clause** - No reprisals shall be taken by the Board or the administration against any teacher because of the teacher's participation in a grievance.
6. **Grievance Withdrawal** - A grievance may be withdrawn or settled at any level by the Union or the Board, without establishing precedent.
7. **Pertinent Information** - The Union shall be furnished on request pertinent and readily available information relevant to the processing of the current grievance. Nothing herein shall require the Board or administration to research or assemble information.
8. **Bypass to Next Step** - If the Union and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
9. **Bypass to Arbitration** - If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.
10. **Class Grievance** - Class Grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Union at Step Two, the principal step.
11. **Union Participation - Bargaining Unit Member Represented** - The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no bargaining unit member shall be required to discuss any grievance if the Union's representative is not present.
12. **Bargaining Unit Member Participation** - Every bargaining unit member shall have the right to present grievances in accordance with these procedures. The Board acknowledges the right of the Union to assist or to be present at any level of the grievance procedure and the Union acknowledges the right of any member of the administration to receive assistance as desired in any step of the grievance procedure. The bargaining unit member shall be present at any grievance discussion when the Administration, Union or other teacher representative deems it

necessary. At any stage of the grievance procedure, the grievant may be represented by a Union representative of his or her choice.

13. Decisions - Written copies of all decisions concerning processed grievances shall be sent to the Union and the grievant.

6.5 Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of the Union representatives, provided the adjustment is not inconsistent with the terms of the Agreement.

ARTICLE VII

LEAVES

7.1 Sick Leave

All full-time bargaining unit members shall be granted sick leave in the amount of twelve (12) days per year. For all employees hired after September 15 of each year, the amount of sick leave days available shall be pro-rated. Sick leave days shall be used in ½ day minimums and employees shall provide notification to the District by telephone and/or email communication at the earliest time possible when a bargaining unit member knows that he or she will need the use of a sick leave day. For purposes of this Section, a half-day shall constitute three hours and forty-five minutes. Sick leave will be granted for personal illness, quarantine at home, serious illness or death in the immediate family, birth, adoption, and placement for adoption. Sick leave use for birth or adoption purposes shall be limited as prescribed by law. Immediate family shall mean: parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. All bargaining unit members shall be allowed to accumulate the maximum days allowable within their respective retirement systems.

There shall be an annual accounting of unused sick leave days for each teacher which shall accompany the first paycheck of each new school year.

7.2 Personal Leave

Each employee shall be allowed annually up to three (3) days of personal leave for business purposes, without loss of pay, for matters which cannot be handled during non-school days or hours. For all employees hired after September 15 of each year, the amount of personal leave days shall be pro-rated. Written applications for such leave shall be made to the employee's immediate supervisor at least three (3) days prior to such leave, provided that in an extraordinary circumstance such application may be made at a later time with an explanation. Personal leave days shall be used in ½ day minimums. For purposes of this Section, a half-day shall constitute three hours and forty-five minutes. Except in the instance of an extraordinary circumstance, which shall be adequately explained, or for observance of a recognized religious holiday, personal leave for business purposes shall not be

granted during the first ten (10) or the last ten (10) bargaining unit member employment days of the school year or on the bargaining unit member employment day immediately preceding or following a school holiday or recess period.

Personal leave is non-cumulative as personal leave. At the end of each school year, any unused personal leave days shall be added to the bargaining unit member's cumulative sick leave.

7.3 Parental Leave

A teacher with two consecutive years of service or any teacher assistant with two consecutive years of service shall be granted parental leave without loss of employment status for the purposes of childrearing, which shall also apply in cases of adoption. It is understood by all parties that such leave shall be granted without pay or other benefits and shall be subject to the following conditions:

1. Except in unusual circumstances, application for parental leave shall be made in writing to the Superintendent at least ninety (90) calendar days before the proposed commencement of such leave.
2. The bargaining unit member and the Superintendent, or designee, shall mutually determine the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree. A leave commencing during the school year shall not exceed the balance of the school year in which it commences and one (1) additional school year. In general, leaves shall terminate immediately prior to the start of a new school year.
3. Sick leave shall not accumulate during the period of parental leave. Bargaining unit members may utilize sick leave for the period during which the bargaining unit member is disabled due to pregnancy and/or the delivery of the child as appropriately certified by her physician. It shall be the responsibility of the bargaining unit member to provide the Superintendent with timely written certifications from her physician documenting both the commencement and conclusion of the period of disability. Any accumulated sick leave available at the commencement of the parental leave shall be available to the bargaining unit member upon return to active employment in the District.
4. A male bargaining unit member who has entered upon contractual continued service shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall rest upon the anticipated arrival of the child.
5. An employee granted a leave of absence hereunder shall agree in all cases, as a condition precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the employee agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

6. Any bargaining unit member desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent in writing upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent of the date the child is expected to be received. It shall be the responsibility of the applicant to keep the Superintendent informed of the status of the proceedings, and, as soon as known, the expected date of the delivery to the adoptive parent(s) of the child.
7. Nothing in this section shall be construed as requiring any bargaining unit member to apply for a parental leave.

7.4 General Leaves of Absence

The Board of Education may grant leave of absence for purposes other than specified herein. The granting or rejecting of such leave request shall be non-precedential. Such leave may be for the balance of the current school term and one additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leaves shall be made on a form provided by the Administration. Reasons for the Board considering such leaves may be as follows:

1. Exchange teaching programs in other states, territories, countries;
2. Formal approved education program designed to acquire additional course credit that is related to a teacher's current assignment as solely determined by the Superintendent;
3. Foreign, military or government sponsored programs;
4. Cultural travel or work programs related to professional activities;
5. Campaigning for a public office to the extent necessary for such activities;
6. Health and hardship;
7. Serving in a public office;
8. Other good reasons as determined solely by the Board.

7.5 Conditions Applicable to All Unpaid Leaves.

1. Unpaid leaves shall terminate at the beginning of the school year unless the Board, within its sole and exclusive discretion, approves a leave that terminates at another time of the school year.
2. Upon returning from a leave that extends beyond the academic year in which the leave started, a bargaining unit member will receive an available assignment suitable to his/her professional preparation, provided that leave status will not exempt a bargaining unit member from a Reduction in Force. Placement in his/her previous assignment is not guaranteed. However, placement in his/her previous assignment is guaranteed when the leave does not extend beyond the academic year in which the leave commenced.

Time on leave shall not count for advancement on the salary schedule, except for those school years wherein a bargaining unit member actually works one hundred twenty (120) or more workdays, not including the summer program.

3. Leaves which are approved by the Board shall be without loss of tenure for tenured bargaining unit members, or without loss of length of service credit or accumulated sick leave in the case of any bargaining unit member, but the time on leave shall not count toward continuous service or employment by the Board. Additional sick leave shall not accrue during the duration of the leave. Bargaining unit members on leave are responsible for making arrangements with the bargaining unit member's Retirement System for pension credit, if allowed. Bargaining unit members on approved unpaid leaves of absence may participate in available District medical insurance programs, but at the expense of the bargaining unit member, subject to the consent of the insurance carrier.
4. In all instances where a bargaining unit member is granted an unpaid leave, as a condition thereof, the employee shall advise the Superintendent in writing no later than March 15th, prior to the termination of such leave, of his/her intent to return to employment. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefor.
5. In cases of request for a leave, the Superintendent may designate an administrator to act in his/her stead.
6. Any unpaid leave granted or extended after execution of this Agreement shall not be counted in determining the length of continuing service for purposes of seniority.

7.6 Jury Duty

A bargaining unit member shall experience no loss in salary because of jury duty.

7.7 Bereavement Leave

Each school term, each bargaining unit member shall receive up to four (4) days bereavement leave with pay, not to be counted as sick days, due to a death in the immediate family as defined in Article VII, Section 7.1 of this Agreement. Limited absence due to death of others may be approved by the Superintendent and the granting or denying of such requests shall be non-precedential and non-grievable.

ARTICLE VIII

SALARY AND FRINGE BENEFITS

8.1 Payroll

Each bargaining unit member shall have the option of receiving his/her paycheck in ten or twelve month periods paid on alternate Fridays. When a payday falls on or during a holiday, the paychecks will be issued on the day prior to the commencement of said holiday.

Employee pay for any position set forth in the Extra Duty Compensation Schedule set forth in Appendix A to this Agreement shall be paid twice yearly. The first installment shall be paid at the halfway point of the activity, sport or duty set forth in Appendix A and the second installment payment shall be made at the pay period immediately following the conclusion of the activity, sport or duty set forth in Appendix A.

8.2 Credit for Teaching Experience Outside the District

For purposes of establishing an initial salary, teachers with experience outside the District will be allowed full credit for up to ten (10) years full-time employment, with the following provisions:

A. Experience credit will be given only for Pre-K, elementary and secondary school teaching experience gained while holding a valid teaching certificate issued by any state. Substitute teaching, whether on a full-time basis or on a day- to-day-basis, shall not be counted. In addition, prior professional experience as a licensed clinical social worker, speech pathologist or registered nurse may be demonstrated for experience credit.

B. That when, in the judgment of the Superintendent, it is in the best interests of the school district to grant more than the ten (10) years credit, the outside experience credit allowed may exceed the ten (10) years limit so long as it does not exceed the actual amount of the teacher's previous teaching or professional experience according to paragraph A above. The parties agree that the granting of experience credit beyond the ten (10) year limit is non-arbitrable.

The District will credit up to two (2) years full-time employment for initial placement of teacher assistants who have experience outside the District in accordance with the provisions set forth in Section 8.2

C. Seniority shall accrue only upon the basis of years' service to School District 133.

D. For each year of service credit recognized, the newly hired employee shall be eligible for a 2% increase from the starting salary rate set forth herein.

8.3 Advancement on the Salary Schedule and Tuition Reimbursement.

A. Salary Enhancement

In order to qualify for a salary enhancement, all of the completed course work for such enhancement must be at an accredited institution of higher learning and be in areas

that will enhance the educational program of the district and shall include the following defined courses: (1) for additional educational licenses and/or endorsements as set forth under the Illinois School Code for professional educators, (2) for courses as part of a Master's Program which is designed to enhance elementary and/or junior high school educational instruction, including, curriculum and instruction, early childhood education, special education, reading and literacy, gifted education and ESL, (3) coursework on teaching methods for students for curricular areas utilized within the District ("Approved Course"). If a teacher wishes to obtain a salary enhancement based upon coursework which is not an Approved Course said work must be from an accredited institution of higher learning and be in an area which will enhance the educational program of the district as determined by Board, in its sole discretion. Employees shall seek pre-clearance of coursework for a salary enhancement for non-Approved Courses by submitting the information set forth within Section 8.3(B)(1) prior to enrolling in the classwork. If the Board grants pre-clearance for a non-Approved Course, it may not be retracted. A salary enhancement will be made only at the beginning of each semester. In order to qualify for a salary enhancement, teachers must provide curricular proof that they qualify for the salary enhancement and that the course(s) they took to qualify for the salary enhancement was an Approved Course or was pre-cleared by the Board. In cases where the Board denies pre-clearance or determines that a course was not an Approved Course, the Board will provide the teacher with the reasons for the denial. Such curricular proof shall be in the form of an official transcript and shall be presented to the Superintendent by October 1 in order to be applicable for a salary enhancement for the entire year and by March 1 in order to be applicable for the second semester. If the teacher is only awarded a partial enhancement based upon the date of providing curricular proof, the remaining portion of the salary enhancement shall be made in the following school year in addition to any raises agreed to herein. After having presented such proof, the teacher shall have the salary enhancement retroactive to the beginning of the applicable semester. In order to qualify for credit toward a ~~lane~~ salary enhancement, the teacher shall present an official transcript of the completed course, with a grade of "B" or better, to the Superintendent for presentment to the Board. In addition, a maximum of two (2) approved courses per school year which are online, correspondence based or otherwise not completed at a physical location will be eligible for tuition reimbursement or towards credit for a salary enhancement as described in this Section provided that the coursework otherwise meets the eligibility for an enhancement under this Section.

B. Tuition Reimbursement

For purposes of tuition reimbursement only, a year shall be defined as September 1 through August 31 and the date that the teacher completes the course shall determine the year to which the reimbursement applies. Tuition reimbursement shall be available only for coursework at an accredited institution of higher learning and which will enhance the educational program of the district as determined by the Board in its sole discretion. It is understood and agreed that any employee who leaves the employment of the Board prior to completing any course, even if approved, shall not be eligible for tuition reimbursement. Tuition reimbursement shall be limited to

\$2,500.00 per year for the length of the Agreement. Any employee who leaves the employment of the Board within two (2) years of receiving tuition reimbursement under this Section or Section 9.9 agrees to reimburse the Board the full amount that was provided to the employee. In cases where the Board denies tuition reimbursement, the Board will provide the teacher with the reasons for the denial. The following criteria will guide the Board in determining whether courses will be approved for tuition reimbursement:

1. The teacher must provide a written statement which sets forth: (a) the name of the institution where the teacher intends to take said course, (b) the title of the course, (c) the reasons that the teacher is taking the course being sought for approval and (d) any and all ways that the teacher believes said course will enhance the educational program of the District and provide benefits to the District's students.
2. Course work for which permission is sought must be from an accredited institution of higher education approved by the Board. A maximum of two (2) approved courses per school year, which are online, correspondence based or otherwise not completed at a physical location will be eligible for tuition reimbursement as described in this Section.
3. The course must be one that is designed to improve and/or enhance the teacher's ability to provide delivery of instruction or service to the District's students.
4. Grade for the completed course must be with a "B" or higher.

The Board shall permit up to Fifteen Thousand Dollars (\$15,000) for each school year to be utilized for tuition reimbursement for teachers. When the total amount of approved reimbursements is less than this amount, those eligible teachers who otherwise qualify for tuition reimbursement may exceed the Two Thousand Five Hundred Dollar (\$2,500) limit on a pro-rata basis as determined at the end of the school year.

C. Any teacher receiving a final evaluation rating of "unsatisfactory" shall not be eligible for the annual salary increases set forth herein for the next school year.

8.4 Extra Duty Positions

1. The Board retains the right to offer any extra-duty activity or position not listed herein. Except when, in the sole discretion of the Board, there is a need to fill the position quicker, any duty so offered shall be posted for a period of ten (10) school days and open to all interested persons.
2. It is understood that extra-duty assignments are for one year at a time and extra-duty positions may be discontinued in the event of budget restrictions, lack of student participation, and/or scheduling problems.

3. The parties agree that no bargaining unit member shall be assigned to extra-duty positions listed in Appendix A without the bargaining unit member's permission, except that where there are insufficient volunteers for lunch-time playground supervision, bargaining unit members will be assigned to this duty on a rotating basis.
4. In the event the Board discontinues any position and/or activity, the effect of such action will be to remove that position from this Agreement as of August 1 following the date of the Board's action discontinuing the position.
5. In the event that the Board is unable to find a qualified bargaining unit member to fill an extra-duty position, the Board shall have the right to fill the position with a person from outside the bargaining unit.

8.5 Hospitalization Insurance

The Board agrees to pay up to six hundred forty dollars (\$640) per month for the 2021-2022 school year, up to six hundred sixty ten dollars (\$660) per month for the 2022-2023 school year, and six hundred eighty dollars (\$680) for the 2023-2024 school year and seven hundred dollars (\$700) for the 2024-2025 school year for each full-time bargaining unit member toward the cost of individual or family hospitalization insurance.

A. Dental Insurance

The BOARD agrees to provide a dental coverage plan for bargaining unit members, the cost of which shall be borne by the employee.

- B. There will be a Health Insurance Committee which will consist of three (3) representatives from the Union and three (3) representatives from the School District. This Committee will meet annually at mutually agreed upon times to investigate various group health insurance options. The Committee may make recommendations concerning group health insurance to the Board. It is understood, however, that the final decision regarding group health insurance shall rest with the Board.

8.6 Life Insurance

The Board will provide term insurance in the amount of twenty-five thousand dollars (\$25,000.00) for each bargaining unit member.

8.7 Annuity Plan

In accordance with current practice and the law, the BOARD shall make available to bargaining unit members the benefits of tax sheltered annuity plans. All bargaining unit members shall be informed of such rules and regulations on the opening day of school. Upon proper request by the bargaining unit member, appropriate deductions shall be made.

8.8 Credit Union

Upon proper authorization from the bargaining unit members, the Board shall honor payroll deduction requests for one credit union.

8.9 Mileage Reimbursement

The Board will pay mileage at the IRS maximum guideline per mile for travel for teachers when teaching assignments so require and approval therefore has been secured from an administrator in advance.

8.10 Internal Substitution

Special area teachers, such as Music, Art, and Physical Education teachers, will not be used as substitute teachers for any absent teacher at any time when they have a scheduled class to teach.

The parties agree that internal substitution will be used only when a regular substitute is not available. The administration shall make reasonable efforts to obtain regular substitutes. If a regular substitute is not available and a bargaining unit member is required to teach during his/her designated planning time, the bargaining unit member shall be paid for such teaching at the rate of twenty-five (\$25) dollars per period.

8.11 Unused Sick Leave

A tenured teacher who resigns or retires after fifteen (15) years of full-time service in District 133, shall receive separation pay of forty dollars (\$40) per unused sick leave day not otherwise reported for service credit to the Teachers' Retirement System up to a maximum of two hundred (200) days.

Teacher assistants who resign or retire after fifteen (15) full years of full-time service in District 133 shall receive separation pay of forty dollars (\$40) per unused sick leave days. The amounts due and payable under this provision shall be paid as a lump sum severance bonus sixty (60) days after the last day of employment. Any employee resigning between August 1 and the end of the following school term without the consent of the Board of Education will be deemed to have waived any benefit provided for in this Section of the Agreement.

8.12 Resignation Penalty

Any teacher who resigns from his/her teaching position between August 1 and the end of the following school term, with concurrence of the Board, will be referred to the State Superintendent for suspension of his/her license in accordance with law.

8.13 TRS Early Retirement Option (ERO)

No teacher shall elect or otherwise participate in the TRS Modified Early Retirement Option (ERO) or any successor program.

**ARTICLE IX
TEACHER ASSISTANTS**

9.1 Hours of Work

1. The normal work day for all positions shall be weekdays (i.e. Monday through Friday) unless otherwise specified in the Agreement.
2. The normal work hours for non-certificated personnel shall be the same as the teachers.
3. Teacher assistants shall be provided with one (1) fifteen (15) minute break per day at a time mutually agreed to between the employee and the Principal and/or his designee.

9.2 Lunch

The duty-free lunch hour for non-certificated personnel will be the same length of time as that of the teachers.

9.3 Discipline and Suspension Procedures

1. All newly hired non-certified employees will serve a 180-work day probationary period during which the employee may be disciplined, suspended or terminated without cause.
2. Non-probationary support staff employees shall not be suspended without pay for longer than ten (10) work days or dismissed without just cause. Any suspension without pay for longer than ten (10) work days or dismissal of a non-probationary employee shall require:
 - a. Charges reduced to writing and presented to the employee prior to any formal action by the employer.
 - b. Right to union representation at all times.
 - c. Immediate access to the employee's personnel file with the right to dated copies of all materials therein, excepting confidential materials such as references or recommendations.
 - d. At the next regularly scheduled Board meeting, the affected employee may present information to the Board as to why the discipline should not be imposed.
 - e. Warnings for violations not requiring immediate suspension or dismissals will be issued in writing. More serious violations or repeated violations of the same rule or procedure may result in suspension with or without pay or dismissal.

9.4 Covering Classes

Support staff will not substitute for a teacher unless the support staff employee is licensed and certified to serve as a substitute teacher. Nothing prohibits support staff who do not possess a certificate to serve as a substitute teacher

from supervising students and assisting students under the direct supervision of a certificated teacher. Any support staff employee who is duly licensed to serve as a substitute teacher and who is assigned to serve as such shall be paid the higher rate of the per diem substitute teacher rate or his/her regular hourly rate for those days worked as a substitute teacher.

9.5 Evaluations

During the 2016-2017 school year, the Administration and Union will form a committee for the purpose of discussing a new evaluation tool used to evaluate support staff personnel. The committee shall work collaboratively on the tool and the Union shall have the ability to provide comment and discussion on any proposed evaluation tool. The Board of Education retains the ultimate authority to implement a performance evaluation tool in its sole discretion. The support staff will be evaluated in writing at least once every two years with the Board approved evaluation tool. Copies of the evaluation will be signed and dated by the responsible administrator and the employee indicating the evaluation has been discussed. By signing the evaluation, the employee does not necessarily imply that he or she agrees with the content of the evaluation and the employee may attach dissenting or explanatory material to the evaluation within ten (10) school days of the meeting at which the evaluation was discussed.

9.6 Hiring

Opportunity to bid on any new position or vacancy shall be guaranteed to all qualified bargaining unit members in accordance with this Agreement.

9.7 Working Conditions

1. Each employee shall be given a written job description within the first two weeks of the school year. If an employee is transferred into another position, the administration will furnish them with a current job description within two weeks of transfer into the new position.
2. A copy of any Material placed in the employee's official files that may be used for discipline will be given to the employee at the time it is placed in the employee's file. In the case of an anonymous letter, if an investigation proves the charges of the anonymous letter are unfounded, the letter will not be placed in the file.

9.8 Filling of Vacancies

1. All aide vacancies shall be posted for five (5) work days.
2. Any qualified employee may bid upon an open position up to five (5) working days after the last posting.

9.9 Tuition Reimbursement

Teacher's Assistants pursuing coursework in education or other area which will enhance the educational environment of the District as determined by the Board in its sole discretion. Any Teacher's Assistant seeking a tuition reimbursement shall follow all of the processes and be subject to all of the restrictions as set forth in Section 8.3(B). Tuition reimbursement shall be limited to \$1,000 per person each year for the length of the Agreement.

9.10 Salary Enhancement

Teacher's Assistants shall be eligible for a salary enhancement subject to the same processes and restrictions as set forth in Section 8.3(A).

ARTICLE X

UNION AND BOARD RIGHTS AND RESPONSIBILITIES

10.1 Union Dues

The Board agrees to deduct from the salary payment of any member of the Union the required amount of Union dues in equal installments on a bi-weekly basis starting with the first paycheck in October and ending with the last paycheck during the school year provided there is an executed written authorization from each member which is provided to the Board by the Union authorizing such payments. Said authorization may be terminated by the individual member giving written notice to the District. The written termination notice will be provided to the Union in a prompt fashion and no withholdings shall be made subsequent to the employee's written termination.

The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suit or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that arise out of or by reason of action taken by the Board for purposes complying with the above provisions of this Article or in reliance upon any written authorization furnished under this provision.

10.2 Use of School Facilities

The local Union shall have the reasonable use of school equipment, reasonable access to the mail boxes, and the reasonable use of meeting rooms and facilities for the conduct of its business, provided, however, that the foregoing shall not interfere with the operation of the educational program, and provided further that any costs associated with such use shall be reimbursed to the Board by the Union. The Union shall follow all Board rules and policies concerning such use and access, including obtaining the Superintendent's approval where required by the Board. The Union may use reasonable space on bulletin boards in areas designated as bargaining unit members' work areas.

10.3 Meetings

Except in cases of emergency, no after-school meetings shall be called by the Administration on the third Wednesday of each month.

The parties agree that the Administration should be permitted to schedule all-faculty meeting and smaller-unit meetings. These meetings will be scheduled in advance and bargaining unit members will be given at least two weeks' notice. Regarding all-faculty meetings only, teachers will annually not be required to attend more than fifteen (15) hours beyond the regular work day. Each meeting will be limited to one hour in length. The parties further recognize that emergency situations may arise where the notice requirement and the one-hour length restriction will not be met.

10.4 Agreement Printing and Distribution

This Agreement shall be printed 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. The cost of printing shall be shared by the Board and the Union.

10.5 Waiver Clause

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement, each voluntarily and unqualifiedly, waives any right which might otherwise exist under law practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

10.6 No Strike

During the term of this Agreement neither the Union nor its agents nor any member of the bargaining unit will, for any reason, engage in a strike, concerted activity which would result in a withholding of services, slowdown or disruption of Board business, or in any other way interfere with the work and/or statutory functions or obligations of the Board.

10.7 Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights specifically include, but are not limited to, the right:

1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire, direct, assign, transfer and promote all employees and to determine their qualifications and the conditions for their continued employment, dismissal or demotion.
3. To establish programs and courses of instruction including special programs, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

10.8 Union Rights

The Union President shall be granted release time to meet with the Superintendent to discuss union related business as requested by the Superintendent.

ARTICLE XI

EFFECT OF AGREEMENT

- 11.1 The Board and the Union acknowledges that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Accordingly, the Board and Union hereby understand and agree that:

1. This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
 2. This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and the Union.
 3. Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
 4. Any and all past practices of the parties not specifically addressed in this Agreement are hereby waived.
- 11.2 Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.
 - 11.3 Contract negotiations shall commence no later than April 15th of the year in which the current teacher contract expires.

ARTICLE XII

DURATION

This Agreement shall be effective with the commencement of normal business on, August 15, 2021 and shall remain in full effect until the close of business on the 14th day of August, 2025.

No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement, unless mutually agreed to in writing by the parties.

Thereafter, this Agreement shall remain in effect unless either party serves written notice upon the other at least ninety (90) and not more than one hundred twenty (120) days before the termination date that such party desires to renegotiate or to terminate this Agreement.

BOARD OF EDUCATION,
Riverdale School District 133
Cook County, Illinois

IL FEDERATION OF TEACHERS
Local #943
School District 133

President

President

Secretary

Date

Date

**APPENDIX A
EXTRA DUTY COMPENSATION
2021-2025**

Intramurals	\$1934
Athletic Coaches	
- Head Coach	\$1000
- Assistant Coach	\$800
Student Council	\$800
Extended Day Band	\$2,443
National Junior Honor Society	\$800
Morning Supervision	\$939
(Walkie-Talkie Bd Provided per person per semester)	
Lunch Room Supervision	\$939
per semester per person (Minimum two per lunch)	

Extra-Duty Compensation for other programs will be governed by the grant supporting the respective program. The Board will consider appointing an "assistant" to those programs which enroll large numbers of students. If the Board determines that an assistant is appropriate, it will set an extra duty compensation level for the assistant position, which will be no less than 50% of the extra compensation paid to the head coach/lead coordinator.

[No increases under Appendix A shall be retroactive].

Salary

2021-2022 School Year – 5.00% increase from 2020-2021 salary for all bargaining unit members (Retroactive to August 15, 2021)

2022-2023 School Year – 5.00% increase from 2021-2022 salary for all bargaining unit members

2023-2024 School Year – 5.00% increase from 2022-2023 salary for all bargaining unit members

2024-2025 School Year – 5.00% increase from 2023-2024 salary for all bargaining unit members

A. There will be five (5) educational categories used for all teachers which are as follows:

BA
BA +15
MA
MA +15
MA +24

B. There will be three (3) educational categories for teacher's assistants:

0-89 hours of post-secondary coursework
90-119 hours of post-secondary coursework
120 hours or more of post-secondary coursework

C. Starting salaries for each of the five (5) teacher educational categories are as follows:

BA - \$41,119
BA +15 - \$42,804
MA - \$45,233
MA+15 - \$46,528
MA+24 - \$47,331

These salaries shall increase annually by ½ of the increase provided to currently employed teachers.

D. Starting salaries for each of the three (3) teacher's assistant's educational categories are as follows:

0-89 - \$22,724

90-11 - \$23,393

120 or more - \$24,061

These salaries shall increase annually by $\frac{1}{2}$ of the increase provided to currently employed teachers.

E. When a teacher in the BA educational category completes sufficient qualifying coursework to reach the BA +15 category, a salary enhancement of One Thousand Dollars (\$1,000) will be added to his/her salary and then compounded in their base salary moving forward.

F. When a teacher in the BA+15 category completes sufficient qualifying coursework and is conferred a Master's Degree, a salary enhancement of One Thousand Five Hundred Dollars (\$1,500) will be added to his/her salary and then compounded in their base salary moving forward.

G. When a teacher in the MA educational category completes sufficient qualifying coursework to reach the MA+15 category, a salary enhancement of One Thousand Dollars (\$1,000) will be added to his/her salary and then compounded in their base salary moving forward.

H. When a teacher in the MA+15 category completes sufficient qualifying coursework to reach the MA+24 category, a salary enhancement of One Thousand Dollars (\$1,000) will be added to his/her salary and then compounded in their base salary moving forward.

I. When a teacher's assistant completes sufficient coursework to move into a new category, he/she shall be provided a salary enhancement of One Thousand Dollars (\$1,000) which will be added to his/her salary and then compounded in their base salary moving forward.

MTSS COORDINATOR AND PEER MENTOR/SCHOOL IMPROVEMENT LEADER

The MTSS Coordinator and Peer Mentor/School Improvement Leader shall perform the duties as currently assigned and shall receive a Ten Thousand Dollar (\$10,000) annual stipend in addition to his/her salary as set forth herein. This employee shall work an additional twenty (20) additional work days which are to be compensated by the stipend herein as opposed to any other provision of the CBA. These positions shall be filled on a year to year basis and the Board reserves the right to determine the individual who will fill these position(s) and reserves the right to remove these positions on a year to year basis.

