# AGREEMENT BETWEEN

# BOARD OF EDUCATION SCHOOL DISTRICT 108 COOK COUNTY, ILLINOIS

## AND .

# WILLOW SPRINGS COUNCIL OF LOCAL 943

July 1, 2024 - June 30, 2027

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#### **ARTICLE 1. RECOGNITION CLAUSE**

#### 1.1 Recognition.

The Board hereby recognizes the Union as the exclusive bargaining agent for all full-time and part-time employees of the District, excluding substitute teachers or other short-term employees, administrators, secretaries to the superintendent and principals, and part-time custodians and paraprofessionals who work less than twenty (20) hours per week during the regular school year, and any other employees excluded from coverage under the Illinois Educational Labor Relations Act.

In this document, the term:

- a. "Employee" is defined as a school district employee for which the Union is the exclusive bargaining agent.
- b. "Teacher" is defined as a ticensed teacher or licensed school support personnel such as a social worker, speech language pathologist, <u>or</u> licensed school nurse, but does not include employees excluded by Section 1.1.
- c. "Educational Support Personnel" is defined as an employee other than a teacher but does not include employees excluded by Section 1.1.

#### 1.2 Good Faith

The Board and the Union agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment as required by law, provided that such obligation does not compel either party to agree to a proposal or require the making of a concession.

#### **ARTICLE 2. GRIEVANCE PROCEDURE**

#### 2.1. Definition

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this agreement. No grievance will be processed or entertained unless it is filed in writing in accordance with Step 1 within fifteen (15) days of the occurrence of the event giving rise to the grievance, or when the grievant should have had reasonable knowledge of the occurrence.

#### 2.2. General Provisions

- A. <u>Time Limits</u>. All time limits consist of school days except that between the end of the school term in May and the beginning of the next school term, the time limits shall consist of days when the District's business offices are open. All time limits may be extended by mutual written agreement between the parties. Failure to follow the time limits, except when mutually extended, shall act as a bar for further process of the grievance.
- B. <u>Union Representation</u>. An employee will be entitled to Union representation at each step of the grievance process.
- C. <u>Bypass</u>. Upon the mutual agreement of the Union and the Superintendent, a grievance may be brought directly to any step.
- D. <u>No Reprisals</u>. No reprisals shall be taken by the Board or Administration against an employee because of participation in any grievance. Files of grievances shall be kept separate and distinct from the personnel files.
- E. <u>Convenience</u>. The parties will attempt to arrange mutually convenient times and places for meetings and hearings conducted pursuant to this article.

#### 2.3. Procedures

A. <u>Step 1</u>. The grievant shall file their grievance in writing with the building principal within fifteen (15) days of the occurrence of the event giving rise to the grievance. The building principal or designee shall confer with the grievant in an attempt to resolve the grievance within ten (10) days of receiving the written grievance. A decision in writing shall be provided to the grievant within ten (10) days of the conference.

- B. <u>Step 2.</u> If a satisfactory agreement is not reached at step 1, the grievant may appeal to the superintendent or their designee in writing within ten (10) days after the receipt of the decision of the building principal or his/her designee. The Superintendent or designee shall hold a conference within ten (10) days after receipt of the appeal and a written decision shall be rendered by him/her or the designee provided to the grievant within ten (10) days of the conference.
- C. Step 3. If a satisfactory agreement is not reached at-Step 2, the grievance may be submitted to the Board of Education within twenty (20) days after receipt of the Step 2 decision. The grievance will be presented at the next regularly scheduled meeting of the Board after the filing. The Board's Step 3 decision will be provided to the grievant within ten (10) days of the Board's approval.
- D. Step 4. If a satisfactory agreement is not reached\_at Step 3, the grievance may be submitted to binding arbitration within twenty (20) days after receipt of the Step 3 decision. The parties may attempt to agree upon an arbitrator within ten (10) days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this agreement. They shall consider and decide only the specific issues submitted to them in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to them. The arbitrator's decision shall be based solely upon their interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fees of the arbitrator and that of a court reporter, if requested by either party, shall be divided equally between the Board and the Union. All other expenses shall be borne by the party incurring them.

#### **ARTICLE 3. LEAVES**

#### 3.1. Sick Leave

Thirteen (13) days of sick leave shall be granted to full-time employees and part-time employees who work 600 hours per year. Part-time employees shall receive sick leave pay equivalent to their workday.

A. <u>Usage.</u> Sick leave days may only be used for the reasons permitted by Section 24-6 of the Illinois School Code, as amended.

- B. <u>Certification of Absences</u>. A certificate from a health care provider may be required in accordance with the provisions of Section 24-6 of School Code for absences for personal illness greater than three (3) days or as otherwise deemed necessary by the Superintendent or designee.
- C. <u>Pension Accumulation</u>: Teachers who participate in the TRS pension system shall be allowed unlimited accumulation of sick days. Educational Support Personnel who participate in the IMRF pension system shall accumulate sick days to two hundred forty (240) days.
- D. <u>Transfer of Unused Personal Days to Sick Days</u>. Any personal days that are not used will accumulate into the Union member's sick days. These days are accumulated into teachers, paraprofessionals, and nurses' sick days on the first day of the new school year. These days are accumulated to the custodians' sick days on the first day of the new fiscal year.
- F. <u>Class Materials Benefit</u>. If a teacher has no time off from school other than personal leave days, they shall receive two hundred dollars (\$200) for class materials in the next school year.

#### 3.2. Personal Days

The Board shall grant to all members two (2) personal leave days per school year at full pay for the purpose of conducting personal or legal business or appointments which cannot be accomplished on a non-school hours. Personal leave days for eligible part-time employees shall be prorated.

A. <u>Prior Approval Required</u>. When less than two (2) school days of advance notice is given, approval must be obtained from the Superintendent. The reason for the personal leave must be provided to the Superintendent and supporting documentation provided if requested. Personal leave in this circumstance may be denied at the sole and non-grievable discretion of the Superintendent.

Except for unforeseen emergencies, a member requesting personal leave must apply for personal leave at least two (2) school days in advance using the District's approved online attendance system.

- B. Usage. The use of personal leave is subject to the following conditions:
  - 1. Personal leave cannot be used:
    - a. During the first or last week of student attendance,

- b. On the school day immediately preceding or following a holiday or vacation period,
- c. On a staff development, in-service, or institute or day,
- d. On a parent/teacher conference day, or
- e. When the member's absence would cause an undue hardship on the District.
- 2. Personal leave must not be used in increments of less than one-half day.

#### 3.3. Part-Time Licensed and Non-Licensed Employee Leave

All part-time employees hired to perform regular duties during the school year shall receive the same leave as full-time employees on a pro-rata basis or percentage.

#### 3.4. Union Conference Days

No more than two (2) school days shall be granted each school year for the Union to send a representative to a local, state, or national union conference. Two union members who attend a union conference on the same day constitutes the maximum annual allowance of two (2) days. The Union will reimburse the district the daily cost of substitutes resulting from such leave. At least fifteen (15) school days notice must be given using the district's approved online attendance system.

#### 3.5. Bereavement Leave

All full-time employees shall receive three (3) days of paid bereavement leave for each incidence where death has occurred in the immediate family or immediate step-family, as defined in Section 24-6 of the School Code, as amended. An additional two days of paid bereavement leave shall be provided to full-time employees for each incidence of death of a spouse, domestic partner, parent, or child. This leave does not accumulate, nor does it affect sick leave.

In accordance with the Illinois Family Bereavement Leave Act ("FBLA"), as amended, eligible employees as determined by the FBLA shall be entitled to ten (10) workdays of unpaid leave time for qualifying bereavement events enunciated in the FBLA. Board provided paid bereavement leave shall be substituted for unpaid FBLA Leave. Board provided paid personal and/ or sick leave may be substituted for the remainder of the unpaid FBLA leave. Bereavement leave, paid or unpaid, shall not exceed ten (10) days for a qualifying bereavement event.

#### 3.6. Jury Duty

All members shall be granted a leave of absence for jury duty service when engaged in such service. A member shall receive their regular salary, provided the member reimburses the Board the fee received for such jury duty (meals and miles excluded).

Days served on jury duty shall not be subtracted from sick leave or personal leave.

#### 3.7. Sabbatical Leave

The School Board may grant a teacher a sabbatical leave in accordance with the applicable provisions of the Illinois School Code.

#### 3.8. Extended Personal Leave

Full-time employees with two (2) years of service to the District may apply for, and in the sole judgment and discretion of the Board may be granted, a leave of absence for reasons limited to extended personal illness or illness in the immediate family, and child rearing after the birth, adoption or acceptance of a foster child. Such leave shall be without pay or advancement on the salary schedule. The terms and conditions of such leave shall be subject to the recommendation of the Superintendent and approval by the Board. Subject to the approval of the insurance carrier, the employee may make arrangements for maintaining insurance benefits at her/his own expense while on leave.

- A. <u>Employment Termination and Early Return to Work</u>. Any employee who does not return from their leave on the agreed upon date shall be deemed to have terminated their employment by resignation as of that date. If during the leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, subject to the employee's qualifications, scheduling efficiency, continuity of instruction and the Superintendent's consent, the employee will be assigned to an available vacancy for which s/he is qualified, if one exists.
  - B. <u>Limitation on Leave Length</u>. An extended personal leave may not exceed the balance of the school year in which it begins plus one (1) additional school year.
  - C. Notice. When an extended leave is scheduled to end concurrently with the school year, the employee\_shall notify the Superintendent by March 31 of their intent to return to work for the following school year. The employee's failure to notify the Superintendent by March 31 of their intent to return, shall be construed on April 1 as a resignation effective at the end of the school year.

#### 3.9. Family and Medical Leave

Leave under the Family Medical Leave Act ("FMLA") is available to eligible employees as determined by and under the terms of the FMLA. While on FMLA Leave, paid leave (i.e., sick or personal) can be substituted and run concurrently with FMLA leave.

#### 3.10. Salary Advancement While on Leave

Employees on a leave of absence shall receive credit for advancement on the salary schedule for any school year during which the employee has actually performed regular work services for 110 (one hundred ten) or more work days.

#### 3.11. Professional Leave

- A. Teachers. Any full-time teacher may apply for a leave of absence for a period of one (1) full school term, for purposes of advanced study bearing some direct relationship to the employee's field. Approval of the leave shall be at the discretion of the Board, and the granting of such leave shall not create a practice or a precedent. However, the employee must request this leave no later than the last school day of the school term preceding the absence and only one teacher shall be allowed such leave during any school term. Subject to the approval of the insurance carrier, the employee may make arrangements for maintaining insurance benefits at his/her own expense. The employee may make himself/herself available for substitute teaching during the leave. If during the leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, subject to the employee's qualifications, scheduling efficiency, continuity of instruction and the Superintendent's consent, the employee will be assigned to an available vacancy for which s/he is qualified, if one exists.
- B. Paraprofessionals. Full-time paraprofessionals may apply for a leave of absence for a period of one (1) semester and/or one (1) full school term. This leave shall be for the purpose of advanced study bearing some direct relationship to the employee's field such as student teaching, completing a practicum, or taking a class not offered at any other time than during the school day. The employee must request this leave at least four (4) weeks prior to the anticipated start of the leave. Approval of the leave shall be at the discretion of the Board, and the granting of such leave shall not create a practice or a precedent. Subject to approval of the insurance carrier, the employee may make arrangements for maintaining insurance benefits at his/her own expense. If during the leave, the purpose for such leave terminates and the employee wishes to return to service prior to the expiration of such leave, the employee will be assigned to an available vacancy for which he/she is qualified, if one exists.
- C. <u>Return Notice</u>. When a professional leave is scheduled to end with the school year, the employee shall notify the Superintendent by March 1 of her/his intent to return to work for the following school year. If the employee does not respond by March 1, the District will assume that the employee will not be returning for the following school year and will begin to fill the vacancy.

#### 3.12. Sick Leave Bank

The Union will maintain a Sick Leave Bank for use by an eligible employee suffering a catastrophic personal illness after said employee has exhausted all of their available sick leave.

By September 1 of the school year, the Union President shall provide the Superintendent with a copy of the Union's Sick Leave Bank Rules and Regulations as well as an accounting of the prior school years additions to and use of the Sick Leave Bank. Sick Leave Bank donations and withdrawals must comply with the Union's Sick Leave Bank Rules and Regulations.

The Union President shall provide the administration with a list of participating employees no later than October 15<sup>th</sup> of each school year. The Union President shall also report the specifics of any donations and withdrawals in a timely manner so that the District may record proper changes in accumulated sick leave for participating employees. Sick Leave Bank donations or withdrawals reported to the District by the Union will not be applied retroactively by the District.

- A. <u>Employee Eligibility Criteria</u>. An Employee is eligible to use sick days from the Sick Leave Bank only if all of the following criteria are met:
  - 1. The Employee must have been diagnosed with a catastrophic personal illness and exhausted all available sick leave.
  - 2. The Employee must have accumulated at least twenty five (25) unused sick leave days to be eligible to participate and use the Sick Leave Bank;
  - 3. The Employee cannot be receiving benefits from the Teachers' Retirement System or IMRF, or absent for illness of injury due to a work-related accident (which is determined as compensable under the Illinois Workers' Compensation Act); and
  - 4. The Employee cannot be on a Board-approved leave of absence.
- B. <u>District Duties</u>. The administration will transfer sick days as directed by the Union to the employee if the Union provides documentation to the Superintendent or their designee that the employee has been diagnosed with a catastrophic personal illness and confirmed that the employee has exhausted all available sick leave and is not otherwise barred by failure to meet the criteria in subparagraphs 2 through 4 above. The District shall have no other duties with respect to the Sick Leave Bank.

- C. <u>Sick Leave Bank Policies and Limitations.</u> Sick Leave Bank policies are the responsibility of the Union. However, the following policies shall not be permitted for the Sick Leave Bank:
  - 1. Retirees, upon retirement, or employees in their last year of District employment may not donate days to the sick bank.
  - 2. The number of sick leave days withdrawn for the purpose of substituting paid leave for unpaid FMLA leave is not capped or limited. However, the maximum number of days that an employee shall be permitted to withdraw from the sick leave bank after the exhaustion of the FMLA leave period is 30 working days.
- D. <u>Non-Grievable</u>. Any disputes between Employees regarding the Sick Leave Bank shall be resolved by the Union and are not subject to the grievance procedure.
- E. <u>Indemnification</u>. The Union agrees to indemnify, and save and hold harmless, the Board, its employees and agents from any and all liability, costs, claims, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding which might arise as a result of this section.

#### 3.13. Court Appearance (All Employees)

An employee who is subpoenaed to testify in court or in a deposition regarding a school-related or work-related matter shall be granted paid leave for the absence and it shall not be counted against the employee's accrued leave. If an employee is subpoenaed to testify in court or in a deposition in a personal matter, the employee shall be required to utilize personal business or sick leave for the period of absence.

#### 3.14. Disability/Medical Leave/IMRF (All Employees)

As TRS and IMRF allow, temporary medical disability shall be granted. As with any leave, the employee may have access to the District Insurance rate at the employee's expense.

During the temporary leave, the employee may return to work when the doctor states that s/he is physically able. The employee will inform the Board of the intended date to return four (4) weeks in advance of the date. The employee shall be reinstated to a similar position at a pay step or level no lower than that which existed at the time of leave for which the employee is qualified.

#### 3.15. Injury on the Job (All Employees)

An employee absent due to injury on the job shall be entitled to keep any workers' compensation check, in lieu of the district salary, to which s/he is entitled under the

Worker's Compensation law and shall not be required to use sick leave days for the period of absence.

#### 3.16. Professional Conference Leave (Licensed Teachers)

Upon approval, teachers may attend up to two (2) conferences, conventions, or workshops per year without loss of sick or personal days. A maximum of two (2) teachers will be allowed to attend on any particular day, unless otherwise approved by the Superintendent or his/her designee.

When attendance at local conferences, conventions, or workshops is approved by the Superintendent or his/her designee, the Board will pay the actual cost of the registration fee and mileage reimbursement directly related to the activity.

Attendance at non-local conferences, conventions, or workshops seventy-five (75) miles or more away, require the approval of the Board of Education and payment for registration, transportation, lodging, etc. will be negotiated on a case by case instance with no precedence being established.

#### ARTICLE 4. WORKING CONDITIONS

#### 4.1. <u>Preparation Time (Certain Licensed Teachers)</u>

Each licensed full-time classroom teacher, social worker, speech language pathologist, and licensed special education related service provider shall be allotted a minimum of (220) two hundred and twenty minutes of preparation time per week. Such preparation time may be decreased due to an emergency situation or an occasional school activity (e.g. field trip, institute day). Blocks of time with no less than twenty (20) minutes of self-directed planning and preparation, and no student contact shall count towards the (220) two hundred and twenty minutes of weekly preparation time. Preparation time for a part-time licensed classroom teacher, social worker, speech language pathologist and special education related service provider shall be prorated.

- A. <u>Junior High Teachers.</u> The Board will make a sincere effort to provide the junior high teachers with a minimum of two (2) thirty (30) minute class periods per week for team collaboration time. These periods are in addition to the regular plan time afforded all teachers.
- B. <u>Special Education Teachers</u>, <u>Speech and Language Pathologists</u>, <u>Occupational Therapists</u>, <u>and Social Workers</u>. Special education teachers, speech and language pathologists, occupational therapists and social workers will be excused from morning and afternoon duty for purposes of special education collaboration and case management.

The District will make every effort to avoid scheduling IEP meetings during the week in each

quarter when grades are due.

#### 4.2 Minimum Lunch

Each full-time employee-shall be guaranteed a duty-free lunch of no less than thirty (30) minutes per day.

No employee shall be required, except in an emergency, to remain in the building during the lunch period.

In the event that a teacher, licensed nurse, or school nurse forfeits lunch or guaranteed planning time-at the direction of the employer, on a day other than the half-day in service or field trip, the teacher or nurse shall be compensated at a rate of pay equal to forty-six dollars (\$46) per hour for the 2024 school year, forty-seven dollars (\$47) for the 2025 school year, and-forty eight dollars (\$48) for the 2026 school year prorated to the amount of time spent in the actual class.

In the event that an educational support personnel, at the direction of the employer, forfeits lunch or guaranteed break time the educational support personnel shall be entitled to compensation at a rate equal to their hourly rate.

In the event that a teacher, licensed nurse, or school nurse at the request or direction of the employer, forfeits lunch or guaranteed planning time, on a day other than the half-day in services, the teacher or nurse shall be compensated at a rate of pay equal to forty-six dollars (\$46) per hour for the 2019-2023 school years prorated to the amount of time spent in the actual class.

In the event that a teacher's week is structured without the opportunity of planning time, it is the administration's responsibility to pay the teacher at the rates specified in the paragraph above.

#### 4.3. Break Time (ESP and Custodians)

The Board agrees to provide all full-time paraprofessionals and custodians a minimum of one hundred fifty (150) minutes of break time per five-day week prorated to actual days worked.

#### 4.4. School Improvement Committee

A volunteer committee consisting of up to (3) three members selected by the Board and up to (3) three members selected by the Union shall meet to address school culture, curriculum, practices, and safety. This committee shall establish its meeting dates, topics for consideration and its own procedures.

#### 4.5. Academic Freedom

Teachers have the right to use learning materials and structured learning activities within the planned instructional program of the District as determined by normal administrative procedures\_and Board Policy. Teachers shall use their best professional judgment recognizing their responsibility to intellectual integrity and scholarly objectivity. Academic freedom exercised by a teacher requires that he/she be cognizant of the maturity of his/her students and that this be recognized in his/her instructional presentation.

#### 4.6. Teacher Instructional Criticism

Teachers will be notified in writing by the Superintendent or designee of any complaints received concerning the teacher's instructional methods or use of instructional materials. If a disciplinary investigation occurs as a result of the complaint, the teacher will be given the opportunity to be heard prior to discipline being imposed.

#### 4.7. Reduction in Force (Licensed Teachers)

When the Board determines that a decrease in the number of teachers or a discontinuance of some teaching service is necessary, such layoffs will be accomplished in accordance with Section 24-12 of the Illinois School Code (105 ILCS 5/24-12).

Teachers honorably dismissed as a result of layoff who are entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by certified mail showing proof of delivery to the teacher's last known address with a copy to the Union President. It is the teacher's responsibility to inform the District of his/her correct mailing address and any change in legal qualifications. A recalled teacher shall have seven (7) calendar days to inform the District that they accept the position. Teachers who do not accept a position shall be stricken from the recall list and their recall rights terminated.

- A. <u>SB7 Joint Committee</u>. A Senate Bill 7 Joint Committee ("SB7 Joint Committee"), as defined within Section 24-12 of the Illinois School Code, shall meet annually. The SB 7 Joint Committee shall be composed of equal representation with half of the membership representing the Board, and half representing the Union. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the conclusion of the school year. The Joint Committee shall be charged with addressing the matters set forth in 105 ILCS 5/24-12(c), paragraphs (1) through (5), as hereafter amended. Any agreements reached by the Joint Committee must be approved by a majority of the members.
- B. <u>Honorable Dismissal List</u>. Prior to seventy-five (75) calendar days before the end of the school year, the Superintendent shall consult with the Union President and review a draft of the sequence of honorable dismissal list required by Section 24-12(b) of the Illinois School Code. The Superintendent shall complete the list and provide the Union President with a copy no later than seventy-five (75) calendar days before the end of the school term. Thereafter, the Superintendent shall promptly inform the Union President of

any changes in the list made between the time of consultation with the Union President and any layoff action taken by the Board, but in any event by no later than forty-five (45) calendar days before the end of the school term. In addition to the sequence of honorable dismissals, the Board will provide the Union with a seniority list within forty-five (45) calendar days before the end of the school term.

#### 4.8. Teacher Workday

The Board agrees that the length of the regular teacher workday shall not exceed seven (7) hours and twenty (20) minutes. Teachers will attend a grade specific Open House, as well as one (1) additional grade specific academic performance or event as determined by Administration. When a teacher attends additional events, as determined with Administration, the Board agrees to pay teachers forty-six dollars (\$46) per hour for the 2024 school year, forty-seven dollars (\$47) for the 2025 school year, and forty eight dollars (\$48) for the 2026 school year When a teacher who is receiving a stipend for an organized group organizes an event for the stipended activity, this activity shall be exempt from further payment.

The parties further agree that the execution of said events require preparation and organization by teachers. To that end, the Board agrees to compensate teachers with administrative approval at the hourly rates specified in 4.8 above for serving as chaperones for field trips that extend beyond the workday.

#### 4.9. School Calendar

The one hundred eighty-five (185) day calendar shall consist of one hundred seventy-six (176) student attendance days, four (4) Institute days and five (5) emergency days. If not used for emergency purposes, the five (5) emergency days shall not become employee work days for teachers. If not used for institutes, an Institute day shall be a pupil attendance day.

If the Board adopts a calendar that exceeds one hundred eighty (180) working days, or an employee is requested to work more than one hundred eighty (180) days, then each teacher or paraprofessional shall be paid at an hourly rate of 1/180th of his/her yearly salary schedule pay per day or if a case arises that benefits the school or curriculum, a flex time option will be granted with the approval of the Board. Any docking of pay shall likewise be based upon 1/180th of the teacher's yearly salary schedule pay per day. Docking shall be in increments of full days or half days.

#### 4.10. Notification of Assignment

The District shall make a reasonable effort to notify Teachers of a change in assignment for the following school year by the last student attendance day of the current school year. When a change in assignment becomes necessary after the last student attendance day, an attempt shall be made to contact the teacher whose assignment is changed as soon as possible.

#### 4.11. Vacancies

The Board's selection of a candidate for a new or vacant position, not otherwise required to be filled pursuant to Section 24-12 of the Illinois School Code, shall be based on consideration of factors that include, without limitation, certifications, qualifications, merit and ability (including performance evaluations if available), and relevant experience, The length of continuing service to the School District shall not be considered as a factor unless all other factors are determined by the School District to be equal.

The School District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure of this Agreement.

#### 4.12. Battery Reporting and Pay

As required by the Illinois School Code, a battery committed upon an employee shall be reported by the Superintendent or designee to law enforcement authorities upon receipt of a written complaint from the employee about the battery.

Whenever an employee is absent from school as a result of personal injury caused by battery arising out of and in the course of their employment, they will be paid their full salary for the period of such absence for the duration of the school year in which the battery occurred, without having such absence charged to annual or accumulated sick leave.

#### 4.13. Class Size

The Board agrees that an optimal learning environment includes limitations on class size. The Board will endeavor to keep class size to no more than twenty (20) students for Pre-K through grades 2; no more than twenty-five (25) students for grades 3 through 8; and no more than twenty-seven (27) students in special area classes. If class size exceeds the limit, the teacher shall have the option to request a teacher assistant.

The Union agrees that the Board has the final authority on whether or not a teacher assistant will be hired.

#### 4.14 Performance Review (ESP and Paraprofessionals)

All new custodial and paraprofessionals shall have a sixty working day performance review to evaluate the quality of their performance on the job. This shall be the probationary period of the employee, during such time the employee may be disciplined or discharged without recourse.

#### 4.15 Classroom Supplies

Each teacher will receive \$350 for classroom supplies each year. All Classroom supplies must be ordered by teachers by March 1 of the school year and all reimbursement requests must be submitted by March 15 of the school year. Upon

request, prior to October 1<sup>st</sup> of the applicable school year, all Teachers who begin their tenth (10th), twentieth (20th), thirtieth (30th), or fortieth (40th) year of service in the District shall receive an additional five hundred dollars (\$500) for classroom supplies.

#### 4.16 Work Year (Full-time Custodians)

The work year for full-time custodians shall consist of fifty-two (52) weeks per year including paid holidays identified in Section 6.9 of this contract. The workday shall consist of eight (8) hours per day which includes a one-half (½) hour paid lunch.

#### 4.17 Work Hours (Full-time Custodians)

Full-time custodians will not be allowed to work past their forty (40) hour workweek (except when responding to alarms) without prior permission from a supervisor. Any and all weekly hours in excess of forty (40) must be decided prior to the working of the excess hours. Failure to receive prior permission will be considered insubordination and may be grounds for discipline up to and including dismissal.

A custodian called in by the Superintendent or their designee for emergencies and/or special circumstances outside of their regular shift shall be paid for no less than one hour (1) of pay.

Full-time custodians shall be granted first right to refuse overtime duty prior to offering it to part-time employees. When extracurricular/special activities are scheduled or when the need arises for the opening of the building outside of the normal work hours, there shall be an attempt to balance the distribution of overtime duty.

#### 4.18 Representation (All Employees)

When any Union member is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that Union member's employment or salary or intends to be disciplinary in nature, the Union member shall be given reasonable prior notice of the reasons for such meeting and shall be entitled to have a representative of the Union present to advise and represent him/her during such meeting.

#### 4.19 School Facilities and Equipment (All Employees)

The Union will be able to hold meetings for members on District property upon approval of the Superintendent. To avoid conflict, 48-hour notice shall be given. The Union shall be allowed reasonable use of office machinery, technology, and other school equipment. The Union shall be provided use of bulletin boards and teacher mailboxes to disburse information. Union meetings shall be scheduled for times outside of the workday as defined in Section 4.9.

#### 4.20 Union Right to Address Staff (All Employees)

The Union President will work with the administration in scheduling time during opening day(s) to address the staff. After the close of each regular faculty meeting, the Union shall have the right to make announcements and give brief reports.

#### 4.21 Employee Discipline (All Employees)

No non-probationary support staff shall be dismissed without just cause; however, this does not limit the right of the Board to do a Reduction in Force or terminate a particular program.

The Board, the Superintendent or their designee may discipline an employee. Progressive discipline shall be used when appropriate.

For the purposes of this section, the term "discipline" shall include verbal warning, written warning, suspension with or without pay, notice to remedy, or termination. Only discipline resulting in suspension or termination shall be subject to the arbitration provisions of the grievance procedure found in this Agreement.

#### 4.22. District Leadership Team

A District Leadership Team will be formed at the beginning of the 2024-2025 school year. The team will include certified and non-certified educators; no fewer than eight members. The committee makeup should reflect a variety of representation from the following groups, not to exceed two members from each of the below:

- Primary
- Intermediate
- Junior High School
- Special Education
- English Language Learner
- Specials
- Paraprofessionals (not to exceed one member)

In addition, members of the administration will serve on the team. It will be the responsibility of the union to identify their members before the start of each school year and notify the superintendent before the first day of student attendance. The dates for the meetings will be shared by September 1st with all committee members. The union and the administration agree that this committee is a priority and therefore attendance at each meeting will be required unless approved by the superintendent. If less than 80% of the committee will be in attendance, the committee meeting will be canceled and members will not be paid.

The certified and non-certified members will serve for a rolling two-year term. (In the first year, half the team will only serve for a single year so that there are at least five remaining members each year.

The purpose of the district leadership team will be directly tied to the district's strategic plan. The committee work will focus on monitoring and reporting on the "strategies" and "indicators" of each goal within the strategic plan.

The committee will meet outside of their contractual day and meet at a minimum of eight (8) times per year. The committee members will be compensated forty-six dollars (\$46) per hour for the 2024 school year, forty-seven dollars (\$47) for the 2025 school year, and forty-eight dollars (\$48) for the 2026 school year.

#### 4.23. Grade Assignments (Licensed Teachers)

Should an administrator change a teacher's student's grade, the administrator will notify the teacher of the change and the reason for doing so in writing within 3 work days of the grade being changed.

#### 4.24. Relocating Rooms (Licensed Teachers)

Teachers shall not be responsible for the physical relocation of teaching material, excluding packing and unpacking of teaching materials, required because of change of assignment and/or location. If a teacher is moved, the Superintendent will provide reasonable support to assist in the move.

#### 4.25. Staffing (Licensed Teachers)

Any teacher or nurse required to attend a staffing outside normal school hours shall be compensated at the committee rate of pay per hour, prorated to actual time worked.

#### 4.26. Student Discipline

The Willow Springs Administration is committed to providing effective and consistent support for all staff members to foster positive student behaviors within the school environment.

#### 4.27. Summer School Assignments

A. <u>Notice of Availability</u> - Any new or open positions which become available shall be posted by the Administration.

- B. <u>Hiring Preference</u>. For summer school assignments where a teacher would be teaching a single subject, preference will be given to teachers holding a specific endorsement for the single subject.
- C. <u>Salary (Licensed Teachers).</u> Compensation for all summer school classes will be based on an hourly rate of forty-six dollars (\$46) per hour for the 2024 school year, forty-seven dollars (\$47) for the 2025 school year, and forty-eight dollars (\$48) for the 2026 school year.
- D. <u>Salary (Paraprofessionals)</u>. Compensation for all summer school classes will be based on an hourly rate of twenty-five dollars (\$25) per hour or the employee's hourly rate- whichever is higher.

#### 4.28. Reduction in Force and Recall (Educational Support Personnel)

When the Board determines that a decrease in the number of educational support personnel or a discontinuance of some educational support service is necessary, such layoffs will be accomplished in accordance with Section 10-23 of the Illinois School Code (105 ILCS 5/10-23).

Educational Support Personnel honorably dismissed as a result of layoff who are entitled to recall pursuant to Section 10-23 of the Illinois School Code shall be notified of recall in order of their hire for the category of position by certified mail showing proof of delivery to the educational support personnel's last known address with a copy to the Union President. It is the educational support personnel's responsibility to inform the District of their correct mailing address and any change in legal qualifications. Recalled educational support personnel shall have ten (10) calendar days to inform the District that they accept the position. Educational support personnel who do not accept a position shall be stricken from the recall list and their recall rights terminated.

#### 4.29. Involuntary Transfer (Paraprofessionals)

Paraprofessionals involuntarily transferred shall be given reasonable support and assistance in order to prepare for a new assignment in a different grade band or department.

#### 4.30. Potential Teaching Position (Paraprofessionals)

The Board agrees to provide all interested licensed paraprofessionals or paraprofessionals who complete their Bachelors' or Masters' in Education degree, with an interview for any teaching position for which they apply and for which they are qualified and licensed. This guarantees an interview and not the position.

#### 4.31. Workday (Paraprofessionals)

The Board agrees that the length of the regular paraprofessional workday shall not exceed seven (7) hours and twenty (20) minutes. Paraprofessionals are required to attend one

grade specific Open House, as well as one (1) additional grade specific academic performance or event. A paraprofessional required by the administration to attend a function after work hours shall be paid their hourly rate. When a paraprofessional who is receiving a stipend for an organized group organizes an event for the stipended activity, this activity shall be exempt from further payment.

#### ARTICLE 5. MANAGEMENT RIGHTS

#### 5.1. Management Rights Clause

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to:

- A. full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
- B. the right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- C. the right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees;
- D. the right to hire, establish, and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees;
- E. the right to determine the qualifications of employees, and to suspend, discipline and discharge non-probationary employees for cause (probationary employees without cause) and otherwise to maintain an orderly, effective and efficient operation.

#### 5.2. No Strike Clause

During the term of this Agreement, the Union agrees not to strike, not to engage in any work stoppages, and not to picket in any manner which would disrupt the operations of the School District.

#### ARTICLE 6. COMPENSATION/FRINGE BENEFITS

#### 6.1 <u>Teacher Annual Salary</u>

The annual salary for all regularly employed full-time teachers, which includes Board paid

employer and employee contributions to TRS\_as follows:

#### A. Annual Salary Current Teacher Employees:

 2024-2025 School Year. The salary of a teacher employed during the 2023-2024 school year shall be increased for the 2024-2025 school year as follows:

#### \$3,500 Flat increase

Teachers whose flat increase does not exceed or match a new hire with similar experience will have their salary raised to the amount indicated in Appendix A on the hiring placement scale.

2. <u>Remaining Contract School Years</u>. The salary of a Teacher employed during the prior school year, except as indicated in paragraph 2 below, shall be increased a flat percentage increase in the following school year as indicated in the chart below:

SCHOOL YEAR	<u>INCREASE</u>
2025-2026	4.5%
2026-2027	4.5%

3. <u>Notice</u>. Salary determination sheets shall be furnished to all returning certified personnel indicating new annual salaries with and without TRS contributions for the upcoming school year prior to the beginning of the new school year.

#### B. New Teacher Hires

New hires shall be placed on the applicable new hire salary schedule, Appendix A, based upon their education and years of experience. The Board will offer a maximum of eighteen (18) years prior teaching experience credit for newly hired teachers. All teaching experience to be recognized must have been performed under a valid State License.

A new hire Speech Language Pathologist, Social Worker and Occupational Therapist shall be placed on the applicable Teachers' Salary Schedule, Appendix A, in the MA+20 lane to recognize the earned licensure plus any additional graduate coursework shall be recognized

Teaching experience as the term is used in the above chart is defined as a completed work year counting towards tenure for the work performed and number of days required by the Illinois School Code, 105 ILCS 5/24-11(e), as amended. Teaching years include the number

of years of experience credit granted at the time of hire plus the number of years of service in the District.

#### C. Teacher Lane Change Increases:

Salary will be increased for a lane change as indicated in the chart below:

LANE CHANGE	INCREASE
BA to BA 10	\$1,000
BA 10 to BA 15	\$1,000
BA 15 to MA	\$5,000
MA to MA 10	\$1,500
MA 10 to MA 20	\$1,500
MA 20 to MA 45	\$2,500

#### D. <u>Salary Adjustments for Lane Changes</u>

Salary adjustments for lane changes for those teachers earning additional credits shall be made at the beginning of the school\_year for coursework completed prior to the start of the school year. To be eligible for a lane change, proof of Coursework completion must be submitted by August 1.

E. Any licensed teacher that is requested or required to work beyond the normal one hundred eighty-five (185) teaching days shall be compensated at an hourly rate based on their salary.

#### 6.2. Compensation Educational Support Personnel

The annual salary for all regularly employed educational support personnel, shall be as indicated in this section. Salary determination sheets shall be furnished to all returning support personnel indicating new hourly wages for the upcoming school year prior to the beginning of the new school year.

#### A. Current Educational Support Employee Wage Increase

- 1. <u>2024-2025 School Year.</u> The wages of an Educational Support Personnel Employee employed during the 2023-2024 school year shall be increased for the 2024-2025 school year as follows: Paraprofessionals \$1,750 flat increase Custodians-\$3,000 flat increase
- 2. <u>Remaining Contract School Years</u>. The wages of an Educational Support Personnel Employee employed during the prior school year shall be increased a flat percentage increase as indicated in the chart below:

SCHOOL YEAR	INCREASE PER HOUR
2025-2026	4.5%
2026-2027	4.0%

#### B. New Hire Educational Support Employee Wage increase.

New hires shall be placed on the applicable new hire salary schedule, Appendix B, based upon their years of experience in the position. The Board will offer a maximum of fifteen (15) years prior experience credit for newly hired educational support personnel.

Nurses not holding a school nurse license will be placed in the BA lane based upon nursing experience.

#### C. Paraprofessional Lane changes.

Paraprofessional Wages will be increased for a lane change as indicated in the chart below:

LANE CHANGE	INCREASE
HQ to HQ + 30	\$ 0.75/hr
HQ + 30 to BA	\$ 0.75/hr

#### 6.3. Extra Duty Schedule - Appendix C

Extra Compensation will be paid only for those assignments listed on the extra duty schedule, Appendix C, attached hereto.

#### 6.4. Health, Medical, Dental and Vision Insurance

#### A. <u>Health/Medical Insurance</u>

Single coverage: For all full-time employees, the Board will contribute eighty-five percent (85%) of the premium of the lowest-cost single coverage HMO insurance.

Family Coverage: For all full-time employees, the Board will contribute eighty percent (80%) of the premium of the lowest-cost family coverage HMO insurance.

Employee Plus One Coverage: For all full-time employees, the Board will contribute seventy-five percent (75%) of the lowest cost employee-plus-one coverage HMO insurance.

Employee-Plus-One Coverage: The Board will attempt to provide this option if it is available.

#### B. <u>Dental Insurance</u>

Single Coverage: For all full-time employees, the Board will pay one hundred percent (100%) of the actual single premium for HMO coverage up to a monthly premium expense cap of twenty dollars (\$20). Once the monthly premium exceeds twenty dollars (\$20), the Board will contribute fifty percent (50%) of the excess amount.

Family Coverage: In addition to the amount paid toward single coverage, the Board will contribute sixty percent (60%) of the family HMO premium. The monthly premium expense cap will be seventy dollars (\$70) per month. Once the monthly premium exceeds seventy dollars (\$70), the Board will contribute fifty percent (50%) of the excess amount. For employee-plus-one, the Board will contribute sixty percent (60%) of the employee-plus-one HMO premium with a monthly premium expense cap of forty dollars (\$40). Once the monthly premium exceeds forty dollars (\$40), the Board will contribute fifty percent (50%) of the excess amount.

For those employees who choose PPO insurance coverage, the district shall pay the HMO monetary amount toward PPO coverage.

#### C. <u>Vision Insurance (All Employees)</u>

The Board shall make vision insurance available, at no cost to the district, provided the numbers of members meet the required policy minimum.

#### 6.5. Insurance Advisory Committee

The parties hereby agree to establish a health insurance advisory committee. Said committee shall include the Superintendent, one (1) member of the support staff selected by the Superintendent, and three (3) members of the Union. Any person may submit suggestions to the committee either orally or in writing. The committee is authorized to consider and study cost containment, claims handling services, cost reduction measures, benefits and other items relating to the Board's health insurance plan. The committee may make advisory recommendations to the Board relating to employee health insurance issues. These recommendations shall be advisory only and shall not be binding on the Board. Committee approval shall not be required for any decision relating to insurance. Committee meetings or communications shall not be considered to be negotiations. Participation on the committee shall be voluntary and considered non-work time, and the members of the committee shall not be entitled to any additional compensation because of their participation. The committee shall meet as needed at mutually agreeable times that do not conflict with any teacher's normal school day. If, during the life of this CBA, insurance costs rise more than ten percent (10%) in any one year or more than twenty percent (20%) in any three consecutive years, the Committee shall convene to discuss the increase. If an agreement cannot be reached, the Union and District bargaining teams will meet and use the Interest-Based Bargaining method to resolve the issue.

#### 6.6. Life Insurance

The Board shall provide each regularly employed full-time employee with group term life insurance equal to seventy-five thousand dollars (\$75,000).

#### 6.7. Vacation (Custodians)

Regularly employed full-time maintenance/custodial employees (52-week employees) shall be entitled to vacation as follows:

After 1 Year - 1 week After 2 years - 2 weeks After 5 years - 3 weeks After 10 years - 4 weeks

If a holiday falls in a paid vacation period, a compensatory day will be credited to the available vacation time. Twelve-month (12) employees may take individual vacation days.

#### 6.8. Holidays (Custodians)

Maintenance/Custodians, unless there is an emergency, shall not be required to work when the School Board has approved the District's closure for a holiday and shall be paid the same.

#### 6.9. Tuition Reimbursement (Certified Staff)

Each regularly employed full-time teacher and licensed nurse that has worked in the district for two (2) full consecutive years shall be entitled to tuition reimbursement for graduate level courses. The yearly cap per employee shall be two thousand five hundred dollars (\$2500) per school year.

Course work will be approved in advance by the Superintendent in his/her sole discretion, and contingent upon the teacher successfully completing the course with a grade of "B" or better. To qualify for reimbursement the teacher would return to District employment the next school term.

Reimbursement for courses taken during the summer will be paid during the fiscal year (July I - June 30) that the grade report is submitted to and approved by the Superintendent. Reimbursement for graduate level classes will pertain only to classes which are part of a graduate level program.

#### 6.10. Voluntary Retirement of District Personnel (Teachers)

Teachers must submit their request in writing to the Superintendent by March 1 setting forth a desired retirement date.

A teacher's notification of retirement may only be rescinded for one or more of the following reasons:

- (a) Death, diagnosis of terminal illness or total disability of the retiree or his/her spouse; or
- (b) Other reasons as determined by the Board provided said reasons shall not be precedential with respect to the granting or denying of other requested changes in retirement.

In order for a teacher to return to their original position, the position must be vacant and not already filled by someone who has signed a contract with the Board or been formally offered and accepted a contract by the Administration. If the original position is not available, the teacher may be considered for any other vacant position for which they are qualified. If the Board rescinds a teacher's notification of intent to retire for one of the above reasons the teacher shall reimburse the Board any retirement benefits received.

A teacher with twenty-five years (20) of service in the District who submits a retirement notice by March 1 shall retire within four or fewer school years after the date of the retirement notice ("Retirement Period"). A teacher in the District shall be paid during the Retirement Period an annual salary increase pursuant to this section of the CBA. During the Retirement Period, the teacher's annual salary increase shall be five percent (5%). However, a teacher's creditable earnings during the Retirement Period shall not increase by more than six percent (6%) annually. Required professional development, paid meeting attendance, lunch duty during the Retirement Period shall be unpaid if the compensation would increase the teacher's creditable earnings by more than six percent (6%) annually.

#### 6.11. Reimbursement for Committee Work (All Employees)

Employees who are requested by the administration to work on committees and/or curriculum development after school shall receive forty-six dollars (\$46) per hour for the 2024 school year, forty-seven dollars (\$47) for the 2025 school year, and forty-eight dollars (\$48) for the 2026 school years.

#### 6.12. Annuity Plan (All Employees)

Employees, who elect to do so, are able to participate in and contribute to a 403b Plan. The District 108 Plan, which will be implemented by January 1, 2009, will indicate which 403b plan employees may choose from and contribute to, and will guide how 403b contributions will be administered. As long as administrative costs for 403b contributions remain under thirty-five hundred dollars (\$3500) annually, the District will bear the burden of those administrative costs. Should the administrative costs exceed the prescribed cap, the Teacher and the District shall split those costs evenly.

#### 6.13. Cafeteria Plan (All Employees)

The Board will pay all expenses that are incurred of the development and management of a Cafeteria Plan up to thirty-five hundred dollars (\$3500) a year for a Health Flexible

Spending Account which will be available for all employees to use. Contributions to this Cafeteria Plan shall not be mandatory and shall be on an individual basis. Employee contributions shall be limited to the maximum amount allowed by IRS tax code. Should an employee leave the district, any funds owed to the FSA shall be paid by the employee.

#### 6.14. Tax Sheltered Medical Insurance Premiums (All Employees)

In compliance with Section 125 of the Internal Revenue Code of 1986 — (OLD), the Board will take such action as is necessary to allow for the payment of teacher contributions toward health and dental insurance premium. These are to be made by salary reductions so that those contributions may be exempt from federal income tax so long as it is permitted by applicable law. The Board shall pay the administrative cost and expenses for maintaining this benefit, if there are any.

If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

#### 6.15. Nationally Board Certified Teacher (Licensed Teachers)

Any teacher who successfully completes and becomes a Nationally Board Certified Teacher shall receive a stipend of two thousand dollars (\$2,000).

#### 6.16 Retirement Benefits (Custodians and Paraprofessionals)

After (25) twenty-five years of service in the District a paraprofessional or custodian who retires, giving one (1) year notice, will be given a six percent (6%) pay raise on the previous years' salary. The Board will also pay the eligible paraprofessionals and custodian twenty-five dollars (\$25) per day for any unused accumulated sick days not applied to retirement, not to exceed two hundred ten (210) days for paraprofessionals and custodians. This amount may not exceed five thousand two hundred fifty dollars (\$5,250). This payment will be made after the last day of employment and after consultation with IMRF.

For any custodian and paraprofessional who wishes to retire and has at least twenty-five (25) years giving one (1) year notice of service to the district, the Board will contribute to the individual retiree's health insurance premium an amount not to exceed two thousand five hundred dollars (\$2500) (per year. Post retirement insurance options are stipulated by IMRF and information is available from IMRF. However, no paraprofessional or custodian shall receive this benefit for more than ten (10) years, or after they are Medicare eligible or whichever comes first.

#### 6.17. Uniform Policy (Custodians)

Upon completion of probation, each employee shall receive an initial allotment of three (3) complete uniforms (nine articles of clothing). Thereafter, the District shall provide each employee with an additional uniform each year. Employees covered by this Agreement are expected to be clean, neatly dressed and in District-supplied uniforms.

#### 6.18. Worker's Compensation (Custodians)

If an employee is not working and is eligible for Worker's compensation, vacation time shall not be lost and shall remain available to the employee for use as per contract.

#### 6.19. Substitute Pay (Paraprofessionals)

If a paraprofessional who possesses at least a sub-certificate is asked to substitute for a teacher, then s/he shall receive either their hourly rate or substitute pay, whichever is greater.

#### 6.20. Tuition Reimbursement (Paraprofessionals)

Each paraprofessional and school nurse shall be entitled to tuition reimbursement up to a maximum of one thousand five hundred dollars (\$1500) per year. Course work must be job-related and approved in advance by the Superintendent, and the paraprofessional must receive a grade of "B" or better.

#### 6.21. Work Year (Paraprofessionals)

The pay of full-time paraprofessionals will be computed on the basis of one hundred eighty (180) working days in the year. If such employee is docked at any time, pay adjustments shall be based upon the per diem rate of 1/180th of his/her salary.

#### 6.22. <u>Teaching Workshops</u>

Teachers who conduct a forty-five (45) minute to an hour workshop at the request of the administration shall be compensated forty-six dollars (\$46) per hour for the 2024 school year, forty-seven dollars (\$47) for the 2025 school year, and-forty-eight dollars (\$48) for the 2026 school year for instructional and preparation time. The amount of preparation time needed will be set and agreed upon in advance between the instructor and the Superintendent.

#### ARTICLE 7. FORMAL TEACHER EVALUATION

**7.1**. **Evaluation.** Teachers will be evaluated in accordance with the District approved PERA Plan.

#### 7.2. Evaluation Objectives

The parties agree that an objective of teacher evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress of all teachers.

#### 7.3. Formal Evaluation Schedule

The Superintendent/Principal shall be responsible for evaluation in written form of all probationary staff at least once a year. Tenured staff whose last evaluation rating was either Excellent or Proficient shall be formally evaluated in writing at least once every three (3) years, with at least one informal observation in the first two (2) years of the three year cycle.

However, nothing in this Article shall limit the right of the Superintendent to designate a trained evaluator to assist in the evaluation of a teacher.

#### 7.4. Notice of Evaluation Procedures

At the start of the school term 9by the first day of student attendance), each teacher, during their evaluation year, shall be provided written notice that a performance evaluation will be conducted and given a copy of the teacher evaluation procedures and instruments used to evaluate their performance. The evaluation plan used will be the plan developed in cooperation with the Union.

#### 7.5. Formal Observations

Teachers shall be given notice prior to any formal observation under the time frames established in the teacher evaluation plan. There will be a pre-conference held at least (1) days prior to the formal observation. Formal observations which are to be used to evaluate the teacher shall be for the duration established in the teacher evaluation plan, committed to writing, and discussed with the teacher following the classroom observation within the timeframe established in the teacher evaluation plan, unless an emergency or sickness prevails. The teacher will be given a copy of the evaluation prior to the evaluation discussion as provided in the teacher evaluation plan.

#### 7.6. Personnel File Copy

If the teacher feels their formal written evaluation or written observation report is incomplete, inaccurate or unjust, they may put their objections in writing and have them attached to the evaluation report to be placed in their file. The teacher must submit objections within five (5) school days of receipt of the evaluation and evaluation conference. A copy signed by both parties shall be retained by both parties. The evaluations and responses shall be placed in the teacher's personnel file within seven (7) school days following receipt of the response. Signature of the teacher and the evaluator shall signify only that the instrument or response has been examined and shall not constitute agreement.

#### 7.7. Professional Development and Remediation Plans

Tenured teachers who receive a summative rating of "Needs Improvement" will be provided with a professional development plan within thirty (30) school days of receipt of the rating. Tenured teachers whose performance has been evaluated as "unsatisfactory" shall be placed on a formal remediation plan within thirty (30) school days of receipt of the rating. Remediation will be in compliance with the requirements of the School Code and regulations of the Illinois State Board of Education.

#### 7.8. Evaluation Recourse Rights

It is expressly understood between the parties that a recourse available to a teacher who disagrees with the content of their evaluation shall be the attachment of a response. Also,

it is understood between the parties that the content of the evaluation cannot be taken to the grievance procedure

#### 7.9. Consulting Teacher Assignment

No teacher shall be assigned as a consulting teacher without their consent

#### ARTICLE 8. DUES DEDUCTION (ALL EMPLOYEES)

#### 8.1. Union Dues

The District shall deduct from an employee's paycheck Union dues if the employee has authorized the dues deduction in writing. At the beginning of each school year, the Union shall provide to the District the dues payroll deduction list each depicting the employees authorizing in writing Union dues to be deducted from their paycheck. The Union is responsible for notifying the District of any employee changes to the dues deduction list.

Dues revocations are processed by the Union. The Union is responsible for notifying the District when dues should no longer be deducted from an employee's paycheck due to a revocation of membership.

The Union shall indemnify and hold harmless the Board, its Board members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

#### **ARTICLE 9. MISCELLANEOUS**

#### 9.1. Protection (All Employees)

The Board shall provide indemnification and protection for claims, suits, and liability against Union members that arise in the course of employment in accordance with The School Code and as may be permitted by law.

#### 9.2. Savings

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, or if a penalty is imposed upon the District by any State or federal authority on any action otherwise permitted under this Agreement, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting then the Union and the District agree to enter into mediation with the cost for mediation split evenly between both parties.

#### 9.3. Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

#### 9.4. Printing of Agreement

The Board and the Union shall share the cost of printing the Agreement equally. The form of the Agreement shall be mutually agreeable.

#### 9.5. Duration

This Agreement shall be effective as of July 1, 2024 and shall remain in full force and effect until June 30, 2027 and shall be automatically renewed from year to year thereafter unless either party begins the negotiation process. Either party may issue a demand to bargain a successor agreement by giving notice for the same no later than February 15th of the school year in which the Agreement expires.

Bargaining shall begin, unless mutually extended, within sixty (60) days of the demand notice.

Signed and Adopted this da	ay of
For the Union:	For the Board of Education:
President	President
Secretary	Secretary

### Appendix A

New Hire Teacher Salary Schedules

18	17	16	15	14	13	12	u.	10	9	8	7	6	5	4	3	2		Step	24-25
\$65,276.50	\$64,470.62	\$63,674.68	\$62,888.58	\$62,112.17	\$61,345.36	\$60,588.01	\$59,692.62	\$58,810.46	\$57,941.34	\$57,226.02	\$56,519.52	\$55,821.75	\$55,132.59	\$54,451.94	\$53,779.70	\$53,115.75	\$52,460.00	ВА	А
\$67,512,41	\$66,514.69	\$65,531,71	\$64,563.26	\$63,609,12	\$62,669.09	\$61,742.94	\$60,830.49	\$59,931,51	\$59,045.83	\$58,316.87	\$57,596.90	\$56,885,83	\$56,183.54	\$55,489.91	\$54,804.85	\$54,128.25	\$53,460,00	BA+10	В
\$70,314.95	\$69,105,60	\$67,917.05	\$66,748,94	\$65,600.93	\$64,472,66	\$63,363.79	\$62,274,00	\$61,202.94	\$60,150,31	\$59,407,72	\$58,674.29	\$57,949,91	\$57,234.48	\$56,527.88	\$55,830.01	\$55,140,75	\$54,460,00	BA+15	С
\$76,770.60	\$75,450.22	\$74,152.55	\$72,877.20	\$71.623.78	\$70.391.92	\$69,181,25	\$67,991,40	\$66,822,02	\$65,672,74	\$64,861.97	\$64,061,20	\$63,270.32	\$62,489.21	\$61,717,74	\$60,955.79	\$60,203.25	\$59,460.00	M	0
\$76,605.08	\$75,472,99	\$74,357.62	\$73,258,74	\$72,176,10	\$71,109.46	\$70,058.58	\$69,023.23	\$68.171.09	\$67.329.47	\$66,498,24	\$65,677.28	\$64,866.45	\$64.065,63	\$63,274.69	\$62,493,53	\$61.722.00	\$60,960.00	M+10	E
\$78,490.05	\$77,330.10	\$76,187.29	\$75,061,37	\$73,952.09	\$72,859.20	\$71.782.46	\$70,721.64	\$69,848.53	\$68,986,20	\$68.134.52	\$67,293.35	\$66,462.57	\$65,642,05	\$64,831.65	\$64,031,26	\$63,240,75	\$62,460,00	M+20	
\$81,631.66	\$80,425.28	\$79,236.73	\$78,065.74	\$76,912.06	\$75,775.43	\$74,655.60	\$73,552.31	\$72,644.26	\$71,747.42	\$70,861.65	\$69,986.81	\$69,122.78	\$68,269.41	\$67,426.58	\$66,594 15	\$65,772.00	\$64,960.00	M+45	G

25-26	Α	В	С	D	П	F	G
Step	ВА	BA+10	BA+15	M	M+10	M+20	M+45
	\$53,771.50	\$54,771.50	\$55,771.50	\$60,771.50	\$62,271.50	\$63.771.50	\$66,271.50
2	\$54,443.64	\$55,456.14	\$56,468,64	\$61,531;14	\$63,049.89	\$64,568.64	\$67,099.89
ņ	\$55,124,19	\$56,149,35	\$57,174.50	\$62,300,28	\$63,838.02	\$65,375,75	\$67,938.64
4	\$55,813,24	\$56,851.21	\$57,889.18	\$63,079.04	\$64,635.99	\$66,192,95	\$68,787.88
5	\$56,510,91	\$57,561.85	\$58,612.80	\$63.867.52	\$65,443,94	\$67,020.36	\$69,647.72
6	\$57,217,29	\$58,281.38	\$59,345.46	\$64,665.87	\$66.261.99	\$67,858.12	\$70,518.32
7	\$57,932,51	\$59,009,89	\$60,087.28	\$65,474.19	\$67.090,27	\$68,706.34	\$71,399.80
œ	\$58,656.67	\$59,747.52	\$60,838.37	\$66,292.62	\$67.928.90	\$69,565.17	\$72,292.30
6	\$59.389.87	\$60,494.36	\$61,598.85	\$67,121,28	\$68,778.01	\$70,434,74	\$73,195.95
10	\$60,132.25	\$61,250,54	\$62,368.83	\$67,960.29	\$69,637,73	\$71,315.17	\$74,110.90
14 m 4 4 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$60,883,90	\$62,016.17	\$63,148,44	\$68,809,80	\$70,508,20	\$72,206.61	\$75,037.29
12	\$61,644.95	\$62.791.37	\$63,937.80	\$69,669.92	\$71,389,56	\$73,109.19	\$75,975.25
13	\$62,415,51	\$63.576.27	\$64,737.02	\$70,540,79	\$72,281.92	\$74,023.06	576,924.94
14	\$63.195.71	\$64.370.97	\$65.546.23	\$71,422.55	\$73,185.45	\$74.948.34	\$77,886.50
15	\$63,985,65	\$65,175.61	\$65,365,56	\$72,315,34	\$74,100.27	\$75.885.20	\$78,860.09
16	\$64,785.47	\$65,990.30	\$67,195.13	\$73,219.28	\$75,026.52	\$76,833.76	\$79,845.84
17	\$65,595,29	\$66,815.18	\$68,035,07	\$74,134,52	\$75,964.35	\$77,794,19	\$80,843.91
18	\$66,415.23	\$67,650.37	\$68,885.51	\$75,061.20	\$76,913,91	\$78.766.61	\$81,854.46

18	17	16	15	14	13	12	11	10	6	8	7	6	5	4	ယ	2	1	Step	26-27
\$68,075.61	\$67,235.17	\$66,405.11	\$65,585.29	\$64,775.60	\$63,975.90	\$63,186,07	\$62,406.00	\$61,635.55	\$60,874.62	\$60,123.08	\$59,380.82	\$58,647,73	\$57,923.68	\$57,208.57	\$56,502.29	\$55,804.73	\$55,115.79	BA	A
\$69,310.75	\$68,455,06	\$67.609.94	\$66,775.25	\$65,950.86	\$65,136,65	\$64,332.50	\$63,538,27	\$62,753.85	\$61,979 11	\$61,213.93	\$60,458.21	\$59,711.81	\$58,974.63	\$58,246.54	\$57,527,45	\$56.817.23	\$56,115.79	BA+10	В
\$70,545,89	\$69.674,95	\$68.814.77	\$67,965.20	\$67.126.13	\$66,297,41	\$65,478.92	\$64.670,54	\$63,872.14	\$63.083.59	\$62.304.78	\$61.535,59	\$60,775.89	\$60.025.57	\$59,284,51	\$58,552,61	\$57,829.73	\$57,115.79	BA+15	С
\$76,721,58	\$75,774.40	\$74,838,91	\$73,914.98	\$73,002,45	\$72.101.18	\$71,211.04	\$70,331.89	\$69,463,60	\$68,606.02	\$67.759.04	\$66,922.50	\$66,096,30	\$65,280.30	\$64,474.37	\$63,678.39	\$62,892,23	\$62,115.79	M	D
\$78,574.29	\$77,604.23	\$76.646.16	\$75,699.91	\$74.765.34	\$73,842,31	\$72,930.68	\$72,030,30	\$71,141.04	\$70,262.75	\$69,395.31	\$68,538.58	\$67,692,42	\$66.856.72	\$66,031,32	\$65,216.12	\$64,410,98	\$63,615.79	M+10	E
\$80,426.99	\$79,434,07	\$78,453,40	\$77,484.84	\$76.528.24	\$75,583,44	\$74,650.32	\$73,728,71	\$72,818.48	\$71,919,48	\$71,031.59	\$70,154.65	\$69,288.55	\$68,433.13	\$67,588.28	\$66,753.86	\$65.929.73	\$65,115,79	M+20	F
583,514.84	\$82,483,79	\$81,465 47	\$80,459.73	\$79,466,40	\$78,485.33	\$77,516.38	\$76,559.38	575,614.21	\$74,680.70	\$73,758.71	\$72,848,11	571.948.75	571,060.50	\$70.183 21	\$69,316.75	568,460.98	\$67,615.79	M+45	6

# **Appendix B**

New Hire Educational Support Personnel Salary Schedules

ಹ	1	<b>±</b>	12		10	9	8	1	6	5	4	3	2		Step	24-25
\$22.00	\$22.60	\$22.30	\$22.00	\$21.70	\$21.40	\$21.10	\$20 80	\$20.50	\$20 20	\$19.90	\$10.50	\$19.30	\$19.00	\$1870	₹	
\$23 65	\$23.35	\$22.05	\$22.75	\$22.45	\$22.15	\$21.85	\$21.55	\$21.25	\$20.95	\$20.65	\$20.35	\$20 05	\$19.75	\$19.45	но-зо	
\$24.40	\$24.10	\$23.90	\$23.50	\$23.20	\$22.90	\$22 60	\$22.30	\$22.00	\$21.70	\$21.40	\$21.10	\$20.80	\$20.50	\$20.20	нднва	
	- No.	(e) . ))		15.		14.0				377			197			
ᆶ	æ	ಪ	12	=	10	9	8	ń		•	4	3	1		Step	25-26
\$23.18	\$22.88	\$22.58	\$22.28	\$21.98	\$21.68	\$2138	\$2108	\$20.78	\$20.48	820 18	\$10.88	\$19.58	\$18.28	\$18.98	35	
523 93	\$23.63	\$23.33	\$23.03	522.73	\$22.43	\$22.13	\$2183	\$21.53	\$2123	\$20 93	\$20 63	\$20.33	\$20 03	\$19,73	HQ+50	
\$2468	\$24.38	\$24.08	\$23.78	\$23.46	\$23 16	\$22.88	\$22.58	\$22.28	\$21.98	\$2168	\$21 30	\$2108	\$20.78	\$20.46	HQ+BA	
	g						No.	****	IE-F	LF.B)	400	n = 35			D).c =	
<b>#</b>	ii.	3	12	48	10	٠	8	1	6	\$	4	3)	2	4	Step	26-27
\$23.47	\$23.17	\$22.87	\$22.57	\$22.27	\$21.67	\$2167	8137	\$21.07	\$2077	\$20.47	\$20.17	\$1987	\$19.57	\$10.27	麦	
\$24 22	\$23.92	\$23.62	\$23.32	\$23.02	\$22.72	S22 42	\$22.12	\$21 62	\$21.52	\$2122	\$20.92	\$20.62	\$20.32	\$20.02	HQ+30	
\$24.97	\$24.67	\$24.37	\$24.07	\$2377	\$23.47	\$23.17	\$22.87	\$22.57	\$22.27	\$21.97	\$21.67	\$2137	\$2107	\$2077	HQ+BA	

Appendix C

New Hire Educational Support Personnel Salary Schedules

24-25

Step	HS Diploma	Assoc/Trade School	BA
1	\$17.00	\$17.75	\$18.50
2	\$17.50	\$18.25	\$19.00
3	\$18.00	\$18.75	\$19.50
4	\$18.50	\$19.25	\$20.00
5	\$19.00	\$19.75	\$20.50
6	\$19.50	\$20.25	\$21.00
7	\$20.00	\$20.75	\$21.50
8	\$20.50	\$21.25	\$22.00
9	\$21.00	\$21.75	\$22.50
10	\$21.50	\$22.25	\$23.00
11	\$22.00	\$22.75	\$23.50
12	\$22.50	\$23.25	\$24.00
13	\$23.00	\$23.75	\$24.50
14	\$23.50	\$24.25	\$25.00
15	\$24.00	\$24.75	\$25.50

25-26

Step	HS Diploma	Assoc/Trade School	ВА
	\$17.60	<b>\$1</b> 8.35	\$19.10
2	\$18.10	\$18.85	\$19.60
3	\$18.60	\$19.35	\$20.10
4	\$19.10	\$19.85	\$20.60
5	\$19.60	\$20.35	\$21.10
6	\$20.10	\$20.85	\$21.60
7	\$20.60	\$21.35	\$22.10
8	\$21.10	\$21.85	\$22.60
9	\$21.60	\$22.35	\$23.10
10	\$22.10	\$22.85	\$23.60
11	\$22.60	\$23.35	\$24.10
12	\$23.10	\$23.85	\$24.60
13	\$23.60	\$24.35	\$25.10
14	\$24.10	\$24.85	\$25.60
15	\$24.60	\$25.35	\$26.10

26-27

Step	HS Diploma	Assoc/Trade School	BA
	\$18.12	\$18.87	\$19.62
2	\$18,62	\$19.37	\$20.12
3	\$19.12	\$19.87	\$20.62
4	\$19.62	\$20.37	\$21.12
5	\$20.12	\$20.87	\$21.62
6	\$20.62	\$21.37	\$22.12
7	\$21.12	\$21.87	\$22.62
8	\$21.62	\$22.37	\$23.12
9	\$22.12	\$22.87	\$23.62
10	\$22.62	\$23.37	\$24.12
11	\$23.12	\$23.87	\$24.62
12	\$23.62	\$24.37	\$25.12
13	\$24.12	\$24.87	\$25.62
14	\$24.62	\$25.37	\$26.12
15	\$25.12	\$25.87	\$26.62

## Appendix D

**Extra-Duty Stipends** 

STIPENOS		5%	2.5%	2.5%
	23-24	24-25	25-25	26-27
XC	\$2,722.00	52,858.10	\$2,929.55	53,002.79
Girîs Basketball	53,360.00	\$2,858.10	52,929.55	\$3,002.79
Asst Girls Basketball	51,680.00	52,000.67	\$2,050.69	52,101.95
Boys Basketball	53,360.00	\$3,528.00	53,516.20	53,706.61
Asst Boys Basketball	51,680.00	\$2,469.60	52,531.34	52,594.62
Girls Volleyball	52,722.00	\$3,528.00	53,615.20	\$3,706.61
Asst Girls Volteyball	51,361.00	52,469.60	52,531.34	\$2,594.62
Boys Volleyball	52,722.00	52,858.10	\$2,929.55	53,002.79
Asst Boys Voileyball	\$1,361.00	\$2,000.67	52,050.69	52,101.95
Girls Softball	52,722.00	52,858.10	\$2,929.55	\$3,002.79
Asst Girls Softball	51,361.00	52,000.67	\$2,050.69	\$2,101.95
Boys Softball	\$2,722.00	52,858.10	52,929.55	53,002.79
Asst Boys Softball	\$1,361.00	\$2,000.67	\$2,050.69	52,101.95
Soccer	52,722.00	52,858.10	52,929.55	\$3,002.79
Asst Soccer	51,361.00	52,000.67	52,050.69	\$2,101.95
Cheerleading	53,025.00	53,176.25	\$3,255.66	53,337.05
Asst Cheer	51,512.50	52,223.38	\$2,278.96	\$2,335.93
AD	52,722.00	53,200.00	53,280.00	\$3,362.00
Homework Club Director	56,274.00	56,587.70	56,752.39	55,921.20
ACCESS Club Director	56,274.00	56,587.70	56,752.39	56,921.20
Tech Assistant	51,348.00	50.00	50.00	\$0.00
Musical Director	51,725.00	50.00	50.00	\$0.00
Band		54,000.00	54,100.00	\$4,202.50
5th Grade Sponsor	51,725.00	51,511.25	51,856.53	51,902.94
Student Council Advisor	\$2,061.00	52,164.05	52,218.15	52,273.61
Yearbook Sponsor	51,090.00	51,800.00	51,845.00	\$1,891.13
Extra Curricular Club	51,090.00	51,144,50	51,173.11	51,202.44
PIE Committee	51,306.00	50.00	50.00	\$0.00
Family Reading Night	5599.00	50.00	50.00	\$0.00

- A. <u>Longevity.</u> After an employee has held the same Appendix C position for seven (7) years they shall receive an additional one hundred fifty dollars (\$150) over the scheduled amount.
- B. <u>Scorekeeping.</u> Scorekeepers as needed, to run the clock, keep score, etc. will be compensated forty-six dollars (\$46) per hour for the 2024 school year, forty-seven dollars (\$47) for the 2025 school year, and forty-eight dollars (\$48) for the 2026 school year per game (basketball) or match (volleyball).