

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE BOARD OF EDUCATION
SCHOOL DISTRICT 143½**

AND

**POSEN-ROBBINS TEACHERS' COUNCIL 1173
1173 AFT LOCAL 943**

July 1, 2022 – June 30, 2026

Table of Contents

<u>ARTICLE I – DURATION AND EFFECT</u>	1
A. <u>Effect of Agreement</u>	1
B. <u>Legal Basis</u>	1
<u>ARTICLE II – RECOGNITION, COMMUNICATION AND DUES</u>	1
A. <u>Bargaining Unit Recognition</u>	1
B. <u>Communication – Board & Union</u>	2
C. <u>Information Furnished to Union</u>	2
D. <u>Placement on Agenda at Building Meetings</u>	2
E. <u>List of Members to Superintendent</u>	2
F. <u>Union Leave Days (Professional Conferences or Conventions or Grievance Problems)</u>	2
G. <u>Leave - Negotiations</u>	3
H. <u>Dues Deduction</u>	3
<u>ARTICLE III – GRIEVANCE PROCEDURES</u>	3
A. <u>Definition</u>	3
B. <u>Statement of Basic Principles</u>	3
C. <u>Procedure</u>	4
<u>ARTICLE IV – WORKING CONDITIONS AND PROTECTION OF TEACHERS</u>	5
A. <u>Working Conditions</u>	5
1. <u>Interruptions</u>	5
2. <u>Healthful Working Conditions</u>	5
3. <u>Open House</u>	6
4. <u>Extracurricular Activities</u>	6
5. <u>Faculty Meetings</u>	6
6. <u>After School PLC</u>	6
7. <u>New Teacher Orientation</u>	6
8. <u>Parking Facilities</u>	6
9. <u>Teacher Lounge</u>	6
10. <u>Class Distribution and Assignments</u>	7
11. <u>Work Day Defined</u>	7
a. <u>Regular days</u>	7
b. <u>Duty Free Lunch</u>	7
c. <u>Half-day school improvement days</u>	7
d. <u>SIP</u>	7

12.	<u>Substitute Teaching</u>	7
a.	<u>Class Division</u>	7
b.	<u>Pay-Class Division</u>	7
c.	<u>ENCORE Teachers</u>	8
d.	<u>ENCORE Classes</u>	8
e.	<u>Coaches</u>	8
f.	<u>Bilingual Resource Teachers</u>	8
13.	<u>Student and Teacher Safety</u>	8
14.	<u>Closing of Physical Plant</u>	8
15.	<u>Position Openings for Federal Programs</u>	9
16.	<u>Workshops or In-Service Training</u>	9
17.	<u>Collections – Charitable</u>	9
18.	<u>Institute Days</u>	9
19.	<u>Holidays</u>	9
20.	<u>School Calendar Conforms to State Law</u>	10
21.	<u>School Calendar – Adoption</u>	10
22.	<u>Scoring Standardized Tests</u>	10
23.	<u>Preparation Periods</u>	10
24.	<u>Student Discipline Authority</u>	10
25.	<u>Class Size</u>	10
B.	<u>Protection of Teachers</u>	11
1.	<u>Support of Teacher by Administration</u>	11
2.	<u>Teacher Assault</u>	11
3.	<u>Teacher Protection</u>	11
C.	<u>Paycheck Options/Summer Salary Payout</u>	11
D.	<u>Parent/Teacher Days</u>	11
E.	<u>Transfer of Sick Leave</u>	12
F.	<u>Travel Reimbursement</u>	13
<u>ARTICLE V – CURRICULUM PLANNING AND SELECTION OF INSTRUCTION</u>		
	<u>MATERIALS</u>	13
A.	<u>Curriculum Committee</u>	13
B.	<u>Teacher Evaluation Instrument</u>	13
C.	<u>Teacher Evaluations</u>	13
1.	<u>Evaluation Objectives</u>	13

2.	<u>Formal Evaluation Schedule</u>	14
3.	<u>Notice of Evaluation Procedures</u>	14
4.	<u>Formal & Informal Observations</u>	14
a.	<u>Informal Observations of Teachers on Three-Year Evaluation Cycle</u>	14
<u>ARTICLE VI – VACANCIES, TRANSFERS AND EXTRA DUTY</u>		15
A.	<u>Vacancies – Teaching</u>	15
B.	<u>Teaching Positions</u>	15
C.	<u>All Vacancies</u>	15
D.	<u>School Calendar (Teacher Assignments)</u>	15
E.	<u>Change in Teaching Assignment</u>	16
F.	<u>Summer School Employment/Extended Service Positions, Committees</u>	16
<u>ARTICLE VII – BENEFITS, LEAVES AND SICK LEAVE BANK</u>		17
A.	<u>Sabbatical Leave</u>	17
B.	<u>Maternity/Child Care Leave</u>	17
C.	<u>Family and Medical Leave Act</u>	18
D.	<u>Insurance</u>	20
1.	<u>Employee Coverage</u>	20
2.	<u>Family/Dependent Coverage</u>	20
3.	<u>Insurance Committee</u>	21
E.	<u>Sick Leave</u>	21
1.	<u>Sick Days</u>	21
2.	<u>Personal Days</u>	22
3.	<u>Accumulating Sick Days</u>	22
F.	<u>Bereavement Leave</u>	22
G.	<u>Emergency Leave</u>	22
H.	<u>Jury Duty</u>	22
I.	<u>Retirement</u>	23
J.	<u>Tuition Reimbursement</u>	24
<u>ARTICLE VIII – SENIORITY</u>		25
<u>ARTICLE IX – BOARD RIGHTS-MANAGEMENT CLAUSE</u>		25
<u>ARTICLE X – PERSONNEL FILES</u>		25
A.	<u>Personal Character</u>	25
B.	<u>Quality and Fitness to Teach</u>	26
1.	<u>Copies of Material</u>	26

2.	<u>Conference Report Form</u>	26
3.	<u>Companion Report</u>	26
4.	<u>Computation Sheets</u>	26
5.	<u>Access to Personnel Files</u>	27
<u>ARTICLE XI – DISCIPLINE</u>		27
<u>ARTICLE XII – MISCELLANEOUS</u>		27
A.	<u>Changing the Policy or Practice</u>	27
B.	<u>Copy of Tentative Budget</u>	27
C.	<u>Negotiations</u>	27
<u>ARTICLE XIII – SALARY INCREASES, PLACEMENT AND STIPENDS</u>		28

ARTICLE I – DURATION AND EFFECT

A. Effect of Agreement

This Agreement shall be in full force and effect from the date approved by the Board after ratification and approval by the Union until June 30, 2026. 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. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

Persons hired under an Alternative Certification Teaching Program, shall be part of the bargaining unit and thereby entitled to benefits and other terms and conditions of employment afforded to teacher personnel who are members of the bargaining unit.

It is understood by all parties, that persons employed under an Alternative Certification Program and thus possessing a provisional alternative certificate must complete all requirements agreed to by District 143½ and the partnering Illinois higher education institution, in which said teacher has enrolled, to continue employment.

B. Legal Basis

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE II – RECOGNITION, COMMUNICATION AND DUES

A. Bargaining Unit Recognition

The Board of Education hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time licensed teacher personnel including coaches, counselors, social workers, psychologists, speech-language pathologists, and media specialists but excluding administration. Administration shall include but shall not necessarily be limited to the following categories: (1) Superintendent, (2) Assistant Superintendent, (3) Principals, (4) Administrative Staff and (5) Facilitators. Persons hired under an Alternative Licensure Teaching Program, shall be part of the bargaining unit and thereby entitled to benefits and other terms and conditions of employment afforded to teacher personnel who are members of the bargaining unit.

It is understood by all parties that persons employed under an Alternative Licensure Program and thus possessing a provisional alternative certificate must complete all requirements agreed to by District 143½ and the partnering Illinois higher education institution, in which said teacher has enrolled, to continue employment.

B. Communication – Board & Union

The Superintendent of Schools and the Union President shall meet at least once a month, at either's request, to discuss school operations.

1. The Union may be accompanied by not more than three teachers.
2. Proposed changes in existing policies and new proposed policies for the District shall be subjects for discussion at such meetings. Such proposed changes in existing policies agreed upon by the Superintendent and the Union Committee shall be submitted to the Board for its consideration.
3. The same procedures as outlined above may be used for discussing operating procedures in a particular school with the exceptions that they need not be forwarded to the Board for their consideration.

C. Information Furnished to Union

The Board agrees to furnish to the Union, in response to reasonable requests, available information concerning the financial resources of the District, tentative budgetary requirements and allocations, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Union to process any grievance or complaint.

D. Placement on Agenda at Building Meetings

The Union may be given a place on the agenda, at the request of the Building Representative, at the regular building teachers' meetings for brief reports and announcements.

E. List of Members to Superintendent

The Union shall supply the Superintendent with a list of Union officers and keep it current by advising the Superintendent of any changes due to elections, resignations, appointments, or other reasons.

F. Union Leave Days (Professional Conferences or Conventions or Grievance Problems)

The President of the Union, or his/her designee, together with the reasons the President could not attend, shall be allowed five (5) school days per semester of his/her choice to attend educational meetings, professional conferences and conventions which are outside the District, to conduct other Union business, or to meet with teachers within the School District regarding problems or grievances. No more than two teachers shall utilize this Union leave on any one school day. The President shall submit the request in writing to the Superintendent for approval at least two (2) weeks prior to the meeting, when possible, together with a copy of the program, if applicable. Action by the Superintendent shall be taken and sent to the President of the Union at least one (1) week before the meeting. He shall be paid for the five (5) days per semester during which he/she is so engaged. In emergency situations, the Union President shall notify his/her

principal that Union time will be taken.

G. Leave - Negotiations

Whenever members of the bargaining unit are mutually scheduled by the parties to this Agreement to participate during working hours in conferences, meetings, or in negotiations, they shall suffer no loss in pay.

H. Dues Deduction

1. All teachers who wish to become Union members must sign membership cards, and that initial signing of the membership cards does not have to be repealed for that teacher in the future. Those teachers who do not want to become union members must sign a list and submit it to the proper Union officers. The Union officer will forward this list to the office. These people will not have payroll deduction; all others are deducted automatically.
2. For members electing Union membership, the Board will deduct monthly, from the pay of each teacher, the required amount of Union dues deductions as directed by the Union. Each year in September, the Union shall provide a list of Union members and, if applicable, a separate list of non-union members to the District, and the District shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction. Dues revocations are processed by the Union. If an employee revokes his/her dues in accordance with the terms in which they authorized dues deductions, the Union will notify the employer after the close of the revocations window. The union shall indemnify the Board and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.

ARTICLE III – GRIEVANCE PROCEDURES

A. Definition

1. That there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement and/or policy of this School District; or
2. That a teacher has been allegedly treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting teachers.

B. Statement of Basic Principles

1. Every teacher or group of teachers shall have the right to present grievances in accordance with the procedures.

2. All discussions shall be kept confidential during procedural stages of a grievance.
3. A teacher who participates in the grievance procedures shall not be subjected to discipline or reprisal because of such participation.
4. The administration has the responsibility to consider and, take action promptly, within authority delegated to them, on grievances presented to them.
5. The failure of a teacher or the Union to act within the time limits will act as a bar to any further appeal, and an Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
6. The teacher (or group of teachers) has a right to be present and to be represented.
7. In any instance where the Union is not represented in the grievance procedure, the Administrator making the decision will notify the Union in writing of the resolution of the grievance at each level. The Union may appeal any decision which would seem either to violate any terms of the contract or to affect working conditions of the teachers in the bargaining unit, to the next grievance stages.
8. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons including witnesses entitled to be present to attend. When such hearings and conferences are held during school hours, all employees whose presence is required shall be excused with pay, for that purpose.
9. Under the following procedure, it is agreed that no grievance will be suspended or delayed by the summer vacation.

C. Procedure

First Stage: The Union or the aggrieved teacher shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the principal in the presence of a Union representative, if so desired, with the objective of resolving the matter. The filing of the grievance at the first stage must be within fifteen (15) school days of the aggrieved becoming aware of the grievance. The principal or other administrator who has authority to make a decision regarding the grievance shall make such a decision and communicate it in writing to the teacher, the Superintendent, and the Union President within five (5) working days.

Second Stage: In the event a grievance has not been satisfactorily resolved at the first stage, the aggrieved teacher, or his Union designee, shall file the grievance within five (5) days of the principal's written decision or answer at the first stage. One copy shall be filed with the President of the Union and one copy with the Superintendent of District 143½, hereinafter referred to as the "Superintendent."

Within five (5) school days after such written grievance is filed, the aggrieved, the Union Grievance Committee, the principal, and the Superintendent shall meet to resolve the grievance.

The Superintendent shall file a decision within five (5) days of the second stage grievance meeting and communicate it in writing to the teacher, principal and Union President.

Third Stage: If the grievance cannot be settled at the second stage, the grievance shall be submitted to the Board of Education to be considered at its next regularly scheduled meeting unless an earlier or later date is agreed to by all parties. The aggrieved and the Grievance Committee may present a written brief to the Board and the Superintendent before they present the case orally.

Fourth Stage: If the grievance is not resolved satisfactorily to the Union within ten (10) days after the hearing before the Board (Third Stage), there shall be available a fourth stage of impartial arbitration. The Board shall submit its decision in writing to the Union. The Union shall submit a request in writing to enter into such arbitration within twenty (20) days of receipt of the Board's decision. The American Arbitration Association shall be requested jointly by the parties to provide a panel of five (5) arbitrators within five (5) days thereafter. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. He/she shall abide by the rules of the American Association of Arbitrators. The Union may elect to process any arbitration pursuant to the expedited arbitration rules of the American Arbitration Association. The Board and the Union will abide in good faith with the decision of the arbitrator to the extent permitted by law.

Expenses which are common to both parties to the arbitration, including the cost of the arbitrator, shall be borne equally by the Board and the Union. Each party to the arbitration proceedings shall be responsible for compensating its own representatives and witnesses.

Fifth Stage: Both parties hereby agree to be bound by the arbitrator's decision with respect to any grievance arising as a result of a "contract dispute;" any other grievance shall at either party's election, be subject to judicial review without limitation with respect to the score of said review.

Nothing in this Section shall be in derogation of the Board's powers and duties as set forth in the School Code of the State of Illinois.

ARTICLE IV – WORKING CONDITIONS AND PROTECTION OF TEACHERS

A. Working Conditions

1. Interruptions

Unless an emergency situation arises, unreasonable classroom interruptions are not to be permitted.

2. Healthful Working Conditions

Safe and healthful conditions shall be maintained throughout the District schools. The Board agrees to periodic inspections to be performed at Christmas and Easter Break. Complaints on the condition of rooms and washrooms shall be written to the principal of the school. The principal shall reply in writing to the teacher's written request of the action he/she plans to take within one (1) school day or sooner, if practicable. Should the complaining teacher be

dissatisfied with the principal's response, he/she may file a written complaint with the Superintendent. The Superintendent, or another central office administrator in his/her absence, shall reply in writing within one (1) school day or sooner, if practicable.

3. Open House

Attendance at one (1) Open House shall be mandatory for all certified staff during the first quarter of the school year.

4. Extracurricular Activities

Teachers may participate in extra-curricular activities, but in no event shall their attendance be required.

5. Faculty Meetings

Except in emergencies, one (1) faculty meeting may be held per month, not to exceed one (1) hour, commencing at the end of the regular school day.

6. After School PLC

One (1) after school PLC meeting, not to exceed one hour, commencing at the end of the school day, will occur once per month, if needed. The need for an after-school PLC meeting will be determined by the administration. Besides the monthly PLC meeting, additional after school PLC meetings may be scheduled by the administration, however, no more than two (2) additional PLC meetings shall be scheduled per quarter. Fourteen (14) calendar days' notice will be provided for an after-school PLC meeting unless the next meeting date was selected by the team at the meeting.

7. New Teacher Orientation

Special attention, assistance and guidance in classroom technique shall be provided to every new teacher.

8. Parking Facilities

The Board shall provide adequate parking facilities for all teachers at the school to which they have been assigned and are employed.

9. Teacher Lounge

The Board shall make every effort to provide a clean and attractive teachers' lounge for all teachers, and adequate plans for such facilities shall be a part of any new building program. The Board shall make every effort to provide privacy for telephone calls by teachers to parents and to conduct other school-related business. The Principal and staff will work out mutually acceptable accommodations on a building-to-building basis.

10. Class Distribution and Assignments

Within the realm of sound administrative practices, teachers shall be given opportunities to work with classes of varying achievement levels.

11. Work Day Defined

a. *Regular days*

The working day shall be as follows:

Regular Day Schedule

Teachers: 8:00 a.m. - 3:05 p.m.

Students: 8:05 a.m. - 2:50 p.m.

b. *Duty Free Lunch*

The teachers will have a duty-free lunch period equal to the regular lunch period in the school, but in no case less than thirty (30) minutes in each school day. The students will be required to stay on the campus during the entire school day but the teachers will be allowed to leave during their “duty-free” lunch.

c. *Half-day school improvement days*

Four hours and 30 minutes from the beginning of the work day with a thirty-minute duty-free lunch included in that time frame.

d. *SIP*

Each school shall adopt a schedule for SIP days that allows all teaching staff to have preparation periods.

12. Substitute Teaching

In the event no substitute teacher is available to fill the position of any absent regular teacher, the following procedure will govern:

a. *Class Division*

The class will be divided equitably by the principal among other regular teachers at the same class level where possible.

b. *Pay-Class Division*

The salary for teachers into whose classes these pupils are placed will equally split the pay from the amount of a substitute teacher’s daily rate of pay. No teacher in a special program such as: Bilingual/ESL, Speech, Special Education, etc., shall be made to substitute for a regular classroom

teacher unless all other possibilities have been exhausted to find a substitute or the principal determines an emergency exists. The principal must notify the Superintendent or his/her designee and obtain their approval to placing a special program teacher into the classroom.

c. *ENCORE Teachers*

If a special event is scheduled during the class time of a scheduled ENCORE period, ENCORE teacher shall be responsible for the class during that period. ENCORE teachers shall not be used as substitutes for the regular classroom teachers. However, ENCORE teachers are required to work the equivalent of a full day unless stipulated by the Superintendent. Nothing in this Section is to be construed to encourage the practice of not supplying substitute teachers when needed.

d. *ENCORE Classes*

ENCORE classes shall begin on the first full day of student attendance and conclude on the last full day of student attendance. Schools shall be available for use by teachers on the first full day of student attendance.

e. *Coaches*

Instructional coaches shall not be made to substitute for regular classroom or encore teachers during the regular school day unless approved by the Assistant Superintendent in charge of Curriculum and Instruction. In the case where the Assistant Superintendent in charge of Curriculum and Instruction is not available to give such approval, the Superintendent may grant such approval.

f. *Bilingual Resource Teachers*

The Board will make every effort to ensure that the instructional duties of Bilingual Resource Teachers be uninterrupted for the purpose of providing interpreting services.

13. Student and Teacher Safety

When the Union determines that the students and teachers are presented with conditions that could jeopardize their safety, it will so inform the Superintendent of such conditions and suggest a plan in writing to provide for their safety.

14. Closing of Physical Plant

When school buildings are closed due to physical plant failure, the teachers of said buildings shall be dismissed by the Principal, and shall suffer no loss in pay not later than thirty (30) minutes after all students have vacated the building or provisions made for their transportation.

15. Position Openings for Federal Programs

Notification to teachers of all position openings under the various federal programs shall be given.

16. Workshops or In-Service Training

- a. Each year teachers shall attend workshops or in-service training programs of at least one (1) hour, which said workshop or in-service training program shall have been previously approved by the Superintendent. Said workshops or in-service training programs herein contemplated shall be in addition to any institutes. Nothing contained herein shall apply to any teacher on sabbatical leave. It shall be a responsibility of the administration to apprise teachers of the availability of any and all workshops or in-service training programs.
- b. Any teacher who attends a professional growth workshop, etc., beyond the regular school day or school year as provided by the Superintendent or his designee, shall receive the sum of Fifty Dollars (\$50) per workshop, or as dictated by the grant.
- c. All non-tenured teachers will be required to attend at least six (6) professional development workshops/trainings per year for the first four years of employment. Paragraph b (above) is waived if the professional development workshops/trainings are provided in- district.
- d. All tenured teachers must attend at least four (4) District approved professional development workshops/trainings annually between June 1 and February 15 of following school year. Paragraph b (above) is waived if the professional development workshops/trainings are provided in- district.

17. Collections – Charitable

No teacher shall have responsibility for charitable drives or collections outside of his/her classroom unless voluntarily assumed by the teacher.

18. Institute Days

Only new teachers shall be required to attend orientation days. (Teachers who have been with the district more than one year may attend voluntarily.) However, all teachers are required to attend all four (4) institute days that may be scheduled during the course of the school year.

19. Holidays

Good Friday will be a non-attendance day. When Martin Luther King's birthday or President's Day falls on a Sunday, then such holidays shall be celebrated on the Monday following such Sunday.

20. School Calendar·Conforms to State Law

The Board shall adopt from time-to-time a school calendar that does not exceed the minimum as prescribed by the present School Code and as amended from time-to- time, all of which time may be required teaching time, unless any portion thereof is declared as Special Holiday by the Board. The Union shall return the suggestions to the Superintendent no later than March 1st, so that the Union's suggestions can be considered in the formation of the calendar. Prior to Board approval, the Union will be given a copy of the draft calendar for review, and may comment on the draft calendar.

21. School Calendar – Adoption

Upon the Board's adoption of a school calendar consistent with the terms and conditions herein contained, the school calendar shall not thereafter be altered by the Board without the consent of the Union, unless such alteration is the result of a legal duty or obligation imposed on the Board by legislation or other legal process.

22. Scoring Standardized Tests

Teachers shall not be required to score standardized tests which they are required to administer by the administration.

23. Preparation Periods

Each teacher employed full-time shall be allotted time for classroom preparation while the students are participating in their ENCORE or other classes or as otherwise determined by the Superintendent. The Board shall hire at least three (3) full-time ENCORE teachers per building and shall provide planning time of one (1) period per day of at least thirty (30) minutes duration for Kindergarten through 3rd Grade teachers and One Hundred Fifty (150) minutes per week for all other teachers.

24. Student Discipline Authority

The administration and employees shall jointly consider problems relating to student behavior and discipline. Said parties shall be responsible for making recommendations to the Board for a uniform student disciplinary policy in the District.

25. Class Size

The BOARD agrees to implement the following maximum class size program for at least three (3) periods a day for the purpose of student interaction assistance:

Pre-School: will follow the grant stipulations

Kdg: beyond 20 / 1 Teacher Assistant

Grades 1: beyond 27 / 1 Teacher Assistant

If class size goes over the stated number, the class will be split if building space is available. If building space is not available, the teacher will receive a full-time teacher assistant.

The District will use the ADA for fifteen (15) consecutive days to determine class size number.

B. Protection of Teachers

1. Support of Teacher by Administration

Since the teacher's authority and effectiveness in his/her classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

2. Teacher Assault

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. If unprovoked, as determined by the Superintendent of Schools, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. In the event the administration considers the teacher in the wrong in a specific situation and, therefore, feels compelled to overrule or withhold support, the teacher shall have the right to invoke grievance procedures under Article III of this Agreement.

3. Teacher Protection

Any teacher who shall be required to be absent from his/her duties because of court proceedings or related investigations growing out of a suit against him/her for performance of his/her duties while operating within Board policy shall not suffer any loss of salary.

C. Paycheck Options/Summer Salary Payout

Certified teacher personnel shall receive their pay in 26 substantially equal paychecks unless 22 substantially equal paychecks are requested, subject to the following limitations:

1. For teachers electing 22 paychecks, not more than ten (10) teachers receive this benefit in any one (1) year;
2. Such request shall be filed by or on the first Monday in October of each school year with the Superintendent or his/her designee, in person, and such requests as received shall be date and time stamped and granted on a first come, first serve basis.

D. Parent/Teacher Days

1. Individual conferences between parents and teachers may be scheduled during the school day but may not conflict with the educational and supervisory process. The parent/teacher conference days shall be scheduled at the end of the first grading period and at the end of the third quarter.

2. The parent/teacher conference day in the first quarter shall be from 1:00 p.m. to 7:00 p.m. with a ½ hour break, and the third quarter parent/teacher conference day shall be from 1:00 p.m. to 7:00 p.m. with a ½ hour break.

E. Transfer of Sick Leave

The Union will establish and provide oversight for a Sick Leave Transfer Committee. Members of the Posen Robbins Teachers Council may participate in the donation of sick leave days to a colleague within the district who is suffering the effects of a serious illness or injury.

1. The following guidelines shall regulate the transfer of said days:
 - a. An eligible recipient must be a full-time employee with the district.
 - b. Serious illness or injury means an illness or injury that totally incapacitates an individual from work. Conditions that are short-term in nature are not serious. Chronic illnesses or injuries that result in intermittent absences from work may be considered serious if they are both long-term in nature and require long-term recuperation periods.
2. A Recipient must satisfy the criteria listed below:
 - a. must have exhausted his/her paid benefit days—sick or personal;
 - b. suffers from a serious illness and/or injury as defined above;
 - c. has not used sick leave transfer within the last school year.
3. Rules and Procedures Governing Sick Day Transfer
 - a. The Posen-Robbins Federation of Teachers agrees to indemnify, and hold harmless, The Board of Education, 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 proceedings which may arise as a result of this Article and section.
 - b. The Sick Leave Transfer Committee Shall write its own rules of operation.
 - c. Any dispute which arises as to the administration of this section shall be non-grievable.
 - d. An eligible recipient can receive no more than 60 days from donors.
 - e. An eligible recipient can receive donated sick days twice during his/her employment with Posen Robbins School District 143½.
 - f. Transfer of sick leave days shall be voluntary and made only upon request

of a recipient.

- g. Each donor may give an eligible recipient no more than five accrued sick leave days and must sign a release giving up all future claim to donated sick days.

F. Travel Reimbursement

Teachers, when using their personal automobile for approved school-related business, shall be paid per the current Internal Revenue Service rate per mile for all required travel on approved school district business as long as appropriate documentation is tendered to the Superintendent or his designee. Should a bargaining unit member incur the cost of tolls or parking while traveling for school-related business, receipts must be presented for reimbursement. School-related business shall also include workshops, conferences where attendance is mandated by the district.

**ARTICLE V – CURRICULUM PLANNING
AND SELECTION OF INSTRUCTION MATERIALS**

A. Curriculum Committee

Each building principal shall establish Building Curriculum Sub-Committees. Such sub-committees shall be charged with developing and/or revising subject specific curriculum guides for each grade level. The sub-committees shall meet, during school hours, as often as may be required.

Additionally, the district shall establish a District Curriculum Committee. The District Curriculum Committee shall be charged with ensuring seamless vertical alignment of the subject specific curriculum guides. The District Curriculum Committee shall consist of the Superintendent, or his designee, and two to four other administrative members along with one teacher per grade level from kindergarten through fifth grade and one teacher per subject area for each grade sixth through eighth. The Union president or his/her designee shall be a permanent member of the District Curriculum Committee. The District Curriculum Committee shall meet, during school hours, at least twice annually.

B. Teacher Evaluation Instrument

The Illinois School Code and the Administrative Code require that a committee of faculty and administration is convened for purposes of creating a Teacher Evaluation Plan. 105 ILCS 5/24A-4, 23 Illinois Administrative Code, Ch.I.S.50.40.

C. Teacher Evaluations

1. 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.

The Teacher Evaluation Plan is a part of this negotiated Agreement and will be in full force throughout the length of this contract. The Union and Board agree that only the procedural elements of the Plan shall be subject to the grievance procedure.

The Union and Board of Education shall update all teacher evaluation procedures and evaluation instruments. A committee, comprised of equal representation from the Union and the Board, will develop a comprehensive plan. Revisions to the Evaluation Plan will require approval by simple majority vote of the Union membership and approval of the Board of Education to be implemented.

2. Formal Evaluation Schedule

Tenured teachers receiving an excellent evaluation rating for at least two (2) consecutive evaluations cycles may, at the District's discretion, be evaluated every three years as opposed to every two years. Teachers receiving a proficient or higher evaluation rating for two (2) consecutive evaluation cycles shall be evaluated every two years. All other tenured teachers and probationary teachers shall be evaluated annually.

3. Notice of Evaluation Procedures

At the start of the school term (the first day of student attendance) each teacher, during his or her evaluation year, shall be provided written notice that a performance evaluation will be conducted.

4. Formal & Informal Observations

Teachers shall be given one (1) teaching days' notice prior to any formal observation under the time frames established in the teacher evaluation plan. There will be a preconference held at least one (1) day prior to the formal observation. Formal observations, which are used to evaluate the teacher, shall be for the duration established in the teacher evaluation plan, committed to writing and discussed with the teacher within the time frame established within the teacher evaluation plan, unless an emergency or illness prevails. The teacher will be given a copy of the evaluation at least twenty-four (24) hours prior to the evaluation discussion or as provided in the plan.

There are no conferencing requirements around informal observations; however it is expected that a post observation conference will be scheduled if concerning behavior is observed. A teacher may request a post-observation conference following an informal evaluation upon their request within seven (7) school days of the informal observation.

a. *Informal Observations of Teachers on Three-Year Evaluation Cycle*

Teachers that qualify for a three-year evaluation cycle due to excellent evaluation ratings for two consecutive evaluation cycles shall be informally observed annually in accordance with the informal teacher observation plan established by the District.

ARTICLE VI – VACANCIES, TRANSFERS AND EXTRA DUTY

A. Vacancies – Teaching

The Superintendent shall fill vacancies in the faculty through promotion or transfer of District employees in order to maintain quality education and equity throughout the District to be in compliance with Title I comparability law.

B. Teaching Positions

Teaching positions shall be filled with the most qualified person available. All qualifications being equal in the Superintendent's judgment, preference shall be given to District employees with emphasis on seniority.

C. All Vacancies

A vacancy is defined as a position made available due to death, retirement, discharge, resignation or the creation of a new position. Vacancies including teaching positions, principal ships, State programs, coordinator of special education teachers, central administrative positions or newly created administrative positions shall be posted on the district website. Teachers interested in such position shall submit their application through the online Applitrack system. All applications must receive final approval of the Superintendent.

D. School Calendar (Teacher Assignments)

1. Teachers shall be notified one week prior to the last day of school and be presented with a copy of the school calendar for the forthcoming year, when possible, together with a letter with each teacher's tentative assignment with respect to school and grade.
2. Every transfer shall be in conformity with the seniority rules outlined in this Agreement, except that where other factors considered by the Superintendent are thought to be of paramount importance, the transfer may be made by the Superintendent on the basis of such factors. Prior to any transfer consummation, the Superintendent shall have a conference, whenever possible, with the teacher being transferred (with a Union representative present, if so desired by the teacher) to discuss the reason for transfer, provided, however, such conference shall be held at the first available opportunity where otherwise not afforded. Such provision for conferences shall also apply to decisions on request for transfers.
3. The parties recognize that the Board and the Administration have the right to determine the school calendar. The school calendar shall be prepared in accordance with the *Illinois School Code*. The number of teacher working days shall be the same as designated by the School Code. (At the time of execution of this provision, Section 10-19 of the *School Code* imposed an obligation upon each school board to annually prepare a calendar for the school term providing a minimum term of at least 185 days to insure 176 days of actual pupil attendance.)

4. No later than April 1 of each school year, the District will forward a copy of the proposed annual calendar to the Union President, prior to its adoption. Upon reasonable request by the Union, the Union President and his/her designee may confer with the Superintendent prior to the adoption of the annual calendar. After that conference, the Union may file written recommendations concerning the annual calendar with the Superintendent, who will forward said written report to the Board for its consideration. The Board's decision as to designation of holidays and work days shall be final.

E. Change in Teaching Assignment

1. No change in teaching assignment shall be made during the school year within a building unless the teacher(s) involved approves of such change, provided teaching assignments by school shall reflect Equal Employment Opportunities Commission guidelines.
 - a. When possible, teachers shall be notified by the Superintendent, in writing, thirty (30) days prior to the start of the regular school term if they are to be transferred to another school building from the one in which they taught the previous year. Prior to the change, a conference shall be held to discuss the building change. When a change occurs less than (30) days prior to the-start of the school year which necessitates a change in teaching assignment, the superintendent will confer with the affected teacher. A representative of the teacher's choice shall be present.
 - b. The Superintendent or his designee shall allow the District's maintenance employees to physically relocate a teacher's classroom supplies and equipment to facilitate the school building change within five (5) days after the beginning of the school term.

F. Summer School Employment/Extended Service Positions, Committees

1. Summer school positions and vacancies, full or part-time, in the District shall be posted, as the positions become available. District summer school employment will be based on a rotation system. Priority will be given to teachers that:
 - a) are rated excellent or proficient on the most recent summative evaluation,
 - b) hold proper certification,
 - c) are working in an equal or comparable program contemplated for the summer session
2. A list of all new open positions for extended service positions excluding Summer school shall be posted on the bulletin board of each school office. Qualification and compensation for each position shall be included in the original posting of each position.

3. Teachers who participate in district-wide committees that meet outside of the contractual school day will be paid up to two (2) hours of the extended day rate per committee.

ARTICLE VII – BENEFITS, LEAVES AND SICK LEAVE BANK

A. Sabbatical Leave

Teachers, after completion of at least six (6) years of service on a full-time basis, shall be eligible for sabbatical leave as outlined in Sections 5/10-21.1 and 5/24-6.1 of the Illinois School Code. The procedure for this is as follows:

1. Leave may be granted to a maximum of six (6) teachers per school year.
2. A sabbatical leave plan must be submitted with the request.
3. A sabbatical leave committee will be formed to review plans. This committee will consist of: appointed by the Superintendent – one (1) central office administrator, one (1) school administrator; appointed by the Union President – four (4) teachers. The Superintendent or his designate will chair the committee. He/she will not serve in a voting capacity.
4. Recommendations will be made by the majority of the committee.
5. Applications must be received by February 1, and the recommendations made to the Board at the March School Board Meeting.
6. The committee shall render its judgments on the basis of the benefit of the plan to the School District and on the seniority of the applicant as outlined in Article VIII.
7. Any teacher taking a sabbatical leave under this provision shall be required to teach no less than two (2) years in District 143½ upon returning.
8. Where feasible, teachers returning from a prearranged sabbatical leave shall be placed in the same room of the same school in which they were previously teaching, if they so request at the time they leave.

B. Maternity/Child Care Leave

All regularly employed teachers starting with the second year of employment may apply for a maternity/child care leave of absence for the purpose of caring for his/her newborn or adopted child less than five years of age. The Board shall provide, upon the written request of any teacher, a maternity/child care leave not to exceed the remainder of the school year during which the child is born or adopted and the subsequent school year. Such leave shall be without pay; however, accumulated sick leave may be used prior to the commencement of said leave or in combination with the uncompensated leave. A teacher on an approved child care leave may elect to continue membership in the District's insurance plan, provided such is permissible at such time with the insurance carrier at the teacher's expense. Request for such leave shall be in writing to the

Superintendent at least 90 days prior to leave commencement and a thirty day notice shall be submitted prior to the termination of said leave. Every effort shall be made to have such leave terminate prior to the start of a new school term or at the beginning of the second semester. The Board of Education shall assume no liability for accident, injury or death of a pregnant teacher or unborn infant as a result of teaching during pregnancy. Upon return from maternity/child care leave, the teacher shall be reinstated to his/her former position, *if available* provided the leave is terminated at the conclusion of the school year during which requested. If the maternity/child care leave exceeds the remainder of the school year during which it is requested, the teacher shall be guaranteed a position most similar to the one held prior to the commencement of the leave. Upon return, the teacher will earn the same salary received at the time of the commencement of such leave. In the event that the recipient of such leave has actually been compensated for at least – one hundred seventy (170) days of the total of teaching days of the school year during which such leave is granted, the teacher will receive credit for having completed that year, upon the teacher’s return to service.

It is understood by all parties that non-tenured teachers shall be granted childcare/maternity leave subject to all the conditions applicable to tenured teachers. A maternity leave, for a non-tenured teacher, shall not be deemed a break in service provided he/she has worked at least 120 days during that school year.

Nothing in this Section shall be construed to prohibit a pregnant teacher from teaching until she is disabled, then during such disability utilizing her sick leave, if any. Additionally, the teacher may return to work when she is no longer disabled or take a child care leave immediately after expiration of pregnancy disability.

C. Family and Medical Leave Act

All full-time teachers are entitled to leave according to the terms of the Family and Medical Leave Act subject to the following provisions:

1. Definitions – As used in this Section:
 - a. “Eligible employee” means an employee who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
 - b. The term “academic term” means that portion of the school year, July 1st, to the following June 30th, when school is in actual session.
 - c. The term “academic year” or “school year” means July 1st to the following June 30th.
 - d. The term “calendar year” means January 1st to December 31st in each given year.
 - e. The term “equivalent position” shall mean any position for which an eligible employee is qualified to perform with compensation and benefits

received by the eligible employee prior to being granted leave under this Section.

- f. Other terms shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3) and rules and regulations as promulgated by the United States Department of Labor.
2. Purpose – Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave during any twelve (12) month period (as defined in subsection 3 herein) for one or more of the following reasons:
- a. The birth of a child;
 - b. The adoption of a child or the placement of a foster child;
 - c. To care for a spouse, son, daughter, or parent who has a serious health condition; and
 - d. A serious health condition that makes the employee unable to perform his/her job.
3. For purposes of this leave section, a twelve (12) month period shall be defined as the twelve (12) month period measured forward from the date any eligible employee’s first FMLA leave begins.
4. Duration - Leaves requested for the purposes listed above shall be granted for a period of twelve (12) weeks unless a leave of shorter duration is requested by the eligible employee or unless the employee is, by virtue of another Section of this Article, entitled to a leave of longer duration.
- The District acknowledges its practice of not prohibiting an employee from taking unpaid FMLA leave of up to twelve (12) weeks in addition to any paid sick leave.
5. No eligible employee may use personal leave within two (2) weeks of FMLA leave.
6. Notification – In any case in which the necessity for leave under sub-paragraphs (A) or (B) is based upon an expected birth of a child, the eligible employee shall provide the Superintendent at least sixty (60) days’ notice before the date the leave is to begin, of the employee’s intention to take leave under such sub-paragraph. Where, due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.
7. End of the Academic Term – If an eligible employee begins leave:
- a. More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment

would occur within three (3) weeks of the end of the academic term;

- b. Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term; and
 - c. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.
8. Repealer – In the event the Family and Medical Leave Act is repealed, then this Section of this Article shall, as of the date of the repeal, no longer be in force and effect.

Intermittent Leave

Leave under this provision may be taken intermittently under certain circumstances. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently only if approved by the Superintendent.

Continuation of Insurance Coverage During Leave

The employee may continue insurance coverage while on leave with the employee and the employer paying their premium shares according to the collective bargaining agreement.

D. Insurance

1. Employee Coverage

A hospital and/or major medical group insurance plan with an insurance carrier shall be selected by the Board of Education. The Board of Education and the employees shall pay the following insurance premiums during the 2022-2026 contract term:

Year	Board of Education	Employee
2022-2023	87.5%	12.5%
2023-2024	87.5%	12.5%
2024-2025	87.5%	12.5%
2025-2026	87.5%	12.5%

2. Family/Dependent Coverage

- a. HMO FAMILY - If the District's health insurance plan offers an HMO

family coverage option which is defined as an HMO health insurance plan covering the employee, spouse, and 1 or more children/dependents, the Board shall contribute a flat rate of ten thousand dollars (\$10,000.00) to the premium cost for this HMO family coverage.

- b. PPO FAMILY - If the District's health insurance plan offers a PPO family coverage option which is defined as a PPO health insurance plan covering the employee, spouse, and 1 or more children/dependents, the Board shall contribute a flat rate of twelve thousand dollars (\$12,000.00) to the premium cost for this PPO family coverage.

3. Insurance Committee

The UNION and Board shall form an insurance committee which shall consist of at least 3 members from the bargaining unit. The committee will be charged with research, bid review, monitoring and managing insurance costs and benefits. This committee is not a decision-making body. Any recommendations for amendment to the current insurance plan will be forwarded to the Board, through the Superintendent, who shall make the final decision on the implementation of the changes.

E. Sick Leave

1. Sick Days

All teachers with less than 5 years in the District, shall receive thirteen (13) days annual sick leave in each school year; teachers with 5 or more years in the District shall receive fifteen (15) days annual sick leave in each school year. The Board shall render an annual statement of the number of sick days each teacher has accumulated. A maximum of two years per TRS allotment may be accumulated. Upon retirement, teachers will receive \$50.00 payment of any accumulated sick days not needed for TRS credit. A half-day sick day without advance notice may only be used for a legitimate illness. If a half-day sick day is used for a medical appointment, at least one week's notice must be given to the District. A half-day sick day is defined as one half (1/2) of the workday, which equals three hours and 20 minutes. However, with the second and any subsequent sick day in any school year that falls on a teacher institute day, a doctor's excuse must be provided in order to receive compensation for said day.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. Sick leave can be used for a doctor's appointment. Sick leave shall be applicable to a pregnant teacher not on leave who is ill due to her pregnancy.

Immediate family for these purposes is defined as spouse, civil union partner, children, brother, sister, parent, grandparent, grandchildren, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or guardian.

Sick leave shall not be applicable to surgical or other procedure which may be postponed without serious medical effect to summer months or a school holiday or vacation period that such postponement has the concurrence of the teacher's regular physician and provided that such

postponement does not cause additional expense for the teacher.

2. Personal Days

The Board shall grant two (2) days leave per school year at full pay which can be used for personal business. Such leave may be granted as half days, defined as percent (50%) of the normal workday. Personal business leave shall be used only for matters which cannot be handled during non-school days or hours. Personal business may also be used as sick leave. Unused personal leave shall accumulate as sick leave. It shall be filed with the Superintendent or his/her designee at least forty-eight (48) hours in advance except in emergencies when it may be filed at a later time together with an explanation of the emergency.

3. Accumulating Sick Days

Accumulation of sick days shall be determined by maximum allowance as detailed by TRS.

F. Bereavement Leave

Each bargaining unit member shall be entitled to three (3) bereavement days for each event of death in the immediate family (parents, spouse, brothers, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardian) of the employee. Each bargaining unit member shall be entitled to three (3) bereavement days for each event of death in the immediate family. "Immediate Family" is defined as parents, step-parent, spouse, Civil Union partner, brothers, sisters, children, stepchildren residing with the custodian, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians and legal dependents. A Civil Union is defined as a legal relationship between two (2) persons of either the same or opposite sex, established pursuant to the Illinois Religions Freedom Protection and Civil Union Act. If additional bereavement leave is required the employee shall be entitled to use sick leave or personal leave.

G. Emergency Leave

Each teacher shall be entitled to two (2) emergency days for matters which cannot be handled during non-school days or hours. Valid reasons for emergency leave will include court appearances (except for suits brought against the Board), personal legal business hours on days when school is in session, major holidays of the teacher's religion, attendance at funeral of close personal friends and of relatives not covered by bereavement days, and other personal affairs over which the individual has no control. Written applications for such leave shall be made to the Superintendent for his/her approval stating the reason for the emergency, provided that in an extraordinary circumstance, such application may be made at a later time with an explanation. Except in the instance of an extraordinary circumstance (which shall be explained), emergency leave shall not be granted during the first five (5) or the last five (5) teacher employment days of the school year or on the teacher employment day immediately preceding or following a school holiday or recess period. Emergency leave days can only be used when an employee's total sick leave days have been exhausted.

H. Jury Duty

All District employees' attendance on jury duty shall be paid their full salary during any period of such active service upon submission for payroll purposes a certification from the court authenticating such attendance and service, retaining for their own use any compensation paid by the court for such service, but waiving, however, all claims against the School Board for any expenses incurred in and about such jury duty.

I. Retirement

For teachers at least fifty-five (55) at the time of retirement and with at least twenty (20) years of service to the District, the Board agrees to increase such Teacher's final year, final two years, or final three years full-time salary as described below. The manner of payment will be determined by the District, but full payment will be made no later than the last regular paycheck due such Teacher. (Compensation of part-time service to the District shall be on a pro rata basis.)

To be eligible to participate in this program, the Teacher shall:

1. Have twenty (20) or more years of TRS service at the time of retirement;
2. Retire into the TRS System upon the last day of teaching for which retirement contributions were made.
3. The employee who intends to retire under this program must give written irrevocable notice of intent to retire between January 1 and March 1 of the school year before salary increases are to begin.
4. Individuals receiving one (1) year six percent (6%) salary increase will receive an increase in their final year's salary of six percent (6%) greater than their previous year's salary as shown on the previous year's teacher's salary schedule, excluding from these calculations any other compensation or creditable earnings such as extracurricular stipends, longevity payments, or extra duty pay.
5. Individuals receiving two (2) six percent (6%) salary increases will receive the first year's increase as described above in Section 4. The second and final year's increase will be six percent (6%) greater than the first year's salary.
6. Individuals receiving three (3) six percent (6%) salary increases will receive the first year's increase as described above in Section 4 and the second year's increase as described above in section 5. The third and final year's increase will be six percent (6%) greater than the second year's salary.
7. When a teacher begins receiving end-of-career salary increases, the teacher is removed from the salary schedule and may not thereafter or simultaneously begin to receive longevity payments. If longevity payments were being made to the teacher in the school year before the end-of-year salary increases begin, the longevity payments may continue, but such payments may not be increased.

8. If, as part of the prior year's compensation, the teacher earned a stipend or extra duty pay, the teacher may continue to earn it (or another of equal or lesser value) at the contractual rate. If the teacher ceases to participate in a stipend activity or extra duty or earns a stipend or extra duty of a lesser value, the teacher may not increase his/her extra duty or stipend earnings in subsequent years if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%. A teacher also may not earn a stipend or extra duty pay of greater value if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%.
9. District 143½ shall continue to contribute \$1,500.00 per year towards insurance coverage for retirees until the teacher reaches the age of 65 or until eligible for Medicare, whichever occurs first.
10. These retirement benefits are available only to eligible employees who give the required notice prior to the termination date of this Collective Bargaining Agreement.
11. Teachers receiving these retirement benefits and increases will not receive any other additional pay increases and will not receive step increases or move horizontally on the salary schedules. This retirement incentive replaces the benefits available under Article VII of the 2019-2022 Collective Bargaining Agreement. Teachers who have submitted notices of intent to retire under that Collective Bargaining Agreement or who receive retirement benefits under any other collective bargaining agreement are not eligible for these six percent (6%) increases.
12. The Union shall hold the Board harmless from and will indemnify the Board from any and all suits and/or claims for taxes and otherwise against the District as a result of the District's participation in this early retirement plan, including court costs and the Union attorney's fees. Prior to receiving benefits from the District's retirement plan, the affected teacher shall sign a "hold-harmless" form as provided by the Board. In the event a teacher does not sign the "hold-harmless" form, this retirement plan in District 143½ shall not be available to said teacher.
13. Any subsequent decisions by the Administration and/or Board relative to administering this plan shall not be subject to any of the provisions of the Grievance Procedure contained in this Agreement.

J. Tuition Reimbursement

Regularly employed full-time teachers, employed by the District for at least one (1) year, shall be entitled to tuition reimbursement for graduate level courses related to procuring advanced degrees in the education field or for those courses relevant to the teacher's responsibilities to the District, provided the course is approved in advance by the District. The District shall reimburse each teacher, completing approved coursework, in the amount of \$450 per class for a maximum four classes per year provided teachers obtain a grade B or higher as

verified by the official transcript. The tuition reimbursement shall have a cap of \$15,000 for the entire bargaining unit and the District shall not be required to expend more than the \$15,000 for tuition reimbursement per year.

ARTICLE VIII – SENIORITY

1. System wide seniority shall be the length of service as a full-time classroom teacher in the system.
2. Building Seniority shall be the length of services as a full-time classroom teacher in the present building.
3. During the month of October, each building principal shall maintain and post a list showing the building seniority of each teacher.
4. For two or more teachers who begin work on the same date, the date of the Board’s approval of their employment shall establish seniority order. For two or more teachers who are approved by the Board on the same date, the superintendent shall hold a lottery of those teachers to determine seniority order.
5. The Superintendent of schools shall make available to any teacher the seniority list as it may affect or contribute to the resolution of any specific problem.

ARTICLE IX – BOARD RIGHTS-MANAGEMENT CLAUSE

Except as provided herein, the Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and course of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

1. The Union recognizes that illegal concerted action by teachers is contrary to law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of profession, without interruption of the school program.
2. Accordingly, the Union agrees that during the term of this Agreement, it shall not strike and shall not picket in any manner.

ARTICLE X – PERSONNEL FILES

A. Personal Character

All matters involving personal character which are to become a part of a teacher’s records shall be discussed in person with the teacher, and before a written record is prepared, the matter shall be discussed with the Superintendent of Schools in a conference involving both parties if such conference is requested by either party.

B. Quality and Fitness to Teach

All matters involving quality or fitness to teach, which are to become a matter of record, shall be discussed with the teacher involved by the person making the record. If a conference with the Superintendent of Schools is desired, it may be requested within fifteen (15) school days from the date of such discussion by either party and such request shall be granted.

1. Copies of Material

In both A and B outlined above, if a written record is made, it shall be in a narrative form and the teacher, Superintendent of Schools, and the person making the report shall be given a copy of the report that has been signed by the party making the report and acknowledged in writing by the teacher. The report shall be in the following form:

2. Conference Report Form

CONFERENCE REPORT

Date of Conference: _____

Conference with: _____

REPORT

Reporter

I acknowledge that the above conference was held on the date indicated, but the signing of this report does not constitute agreement.

* * * * *

3. Companion Report

In both A and B outlined above, the teacher has the privilege of making a companion report within fifteen (15) school days following receipt of the original report but prior to any conference with the Superintendent. This companion report shall be made a part of the original report.

4. Computation Sheets

Computation sheets containing personal information concerning each bargaining unit member shall be delivered to that person in a sealed envelope. The computation sheets must be returned within one (1) week of receipt from the administration.

5. Access to Personnel Files

A teacher shall have access to his/her personnel files at any time upon providing seventy-two (72) hours notice to the District.

ARTICLE XI – DISCIPLINE

- A. Progressive Discipline: The School District agrees to the tenets of corrective and progressive discipline and will generally adhere to the following, unless, in the District’s opinion, a higher level of discipline is warranted:
1. Oral warning (notation of oral warning to be placed in file)
 2. Written reprimand
 3. Suspension
 4. Discharge
- B. Prior to notifying the employee of the measure of discipline, the School District shall afford a reasonable opportunity for a meeting with the employee involved for the purpose of providing all relevant documentation, contemplated measure of discipline, and names of witnesses relating to the facts of the charge, and to permit the employee to rebut the charges if the employee so desires. The Employee shall be entitled to the presence of a union representative if he/she requests one and if one is available. The meeting shall not be detained if a union representative is not available.

ARTICLE XII – MISCELLANEOUS

A. Changing the Policy or Practice

Whenever the Board of Education is considering changing policy or practices which would directly affect teachers, their wages, total hours of employment per day, continuity of daily work schedule, and all other working conditions of employment, the Superintendent shall advise the Union of such policy change prior to adoption of such policy. As may be required by law, the Board shall bargain the impact of such changes with the union.

B. Copy of Tentative Budget

Information on all funds from whatever source received or anticipated by District 143½ shall be made available to the President of the Union upon request. A copy of the tentative budget for the coming fiscal year will be provided for the Union, and explanation of the line items will be made by the Superintendent upon the request of the Union President.

C. Negotiations

Each negotiating team shall have no more than seven (7) members present during the actual negotiations meetings.

ARTICLE XIII – SALARY INCREASES, PLACEMENT AND STIPENDS

- A. The Union agrees that in order to attract counselors, social workers, psychologists and speech-language pathologists and other areas identified as “Hard to Fill” by the State

Board of Education, the Board has the right to offer them salary above the stated starting salary for their appropriate education and experience. This advanced placement shall not exceed the tenth (10th) step of the lane in which those in the aforementioned positions are placed. The Board agrees that if a counselor, social worker, psychologists, or speech-language pathologists is given a higher rate, then the salary of others in the same job category with equivalent education and experience will receive salary adjustments.

- B. A teacher who earns National Board Certification will receive an annual stipend of \$500 for each year that the National Board Certification is maintained.
- C. Covered employees shall receive an increase from their current salary as indicated in the chart below.

School Year	Increase
2022-2023	4%
2023-2024	4%
2024-2025	4%
2025-2026	4%

- D. The starting salary for a covered employee with no teaching experience shall be as indicated below.

LANE	2022-2023	2023-2024	2024-2025	2025-2026
BA	45,760	47,590	49,494	51,474
BA + 15	47,590	49,494	51,473	53,533
MA	50,348	52,362	54,456	56,635
MA + 15	50,773	52,804	54,917	57,115
MA + 30	51,480	53,539	55,681	57,908
MA + 45	52,251	54,342	56,515	58,776

ATTEST:

BOARD OF EDUCATION,
POSEN-ROBBINS SCHOOL DISTRICT NO.
143½, COOK COUNTY, ILLINOIS

Board Secretary

President

ATTEST:

POSEN-ROBBINS FEDERATION OF
TEACHERS' COUNCIL 1173,
AFT LOCAL 943, AFL-CIO

Secretary

President