

**Colors**

**TA ITEMS**

7/29/2022 Union Counter Proposal

# **AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION,**

**EVERGREEN PARK SCHOOL DISTRICT NO. 124**

**AND THE**

**EVERGREEN PARK FEDERATION OF TEACHERS**

**LOCAL 943**

**SOUTHWEST SUBURBAN FEDERATION OF TEACHERS**

**AFT, AFL-CIO**

**2019-2020**

**2020-2021**

**2021-2022**

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
<b>ARTICLE I - RECOGNITION.....</b>	<b>6</b>
A. - Recognition.....	6
B. - Scope of Negotiations.....	6
C. - Definition of Bargaining Unit Member.....	6
<b>ARTICLE II - MANAGEMENT RIGHTS.....</b>	<b>7</b>
A. - Board Prerogatives.....	7
B. - Reservation of Rights.....	7
<b>ARTICLE III - UNION RIGHTS.....</b>	<b>8- 12</b>
A. - Non-Interference.....	8
B. - Information.....	8
C. - Facilities.....	9
D. - District Directory.....	9
E. - Issue Review.....	9
1. Building Review Team.....	9
2. District Review Team.....	9
F. - Insurance Committee.....	10
G. - Availability of Agreement.....	11
H. - No Strike Clause.....	11
I. - Dues Deduction.....	11
J. - Indemnification.....	12
K. - Representation.....	12
<b>ARTICLE IV - WORKING CONDITIONS .....</b>	<b>13-29</b>
A. - Certified Staff Work Responsibilities.....	13
1. Work Day.....	13
2. Per Diem.....	13
3. Work Year.....	14
4. Professional Responsibility.....	14
5. Committee Work.....	14
6. Preparation Time Certified Employees.....	14
7. I.E.P. Meetings.....	15
8. Just Cause Discipline.....	15
B. - Working Conditions Non-Certified Staff.....	16
1. Job Description.....	16
2. Work Hours/ Work Year.....	16
a. Media Paraprofessional.....	16
b. Instructional Paraprofessional .....	16
c. Health Paraprofessional / Clerical Paraprofessional .....	17
d. School Secretaries.....	17
3. Holiday Pay.....	18

4. Probationary Period.....	18
5. Just Cause Discipline.....	18
C. - Vacancy.....	18
1. Definition.....	18
2. Certified Employee Annual Bid Process.....	18
D. - Transfers.....	21
1. Voluntary.....	21
2. Involuntary.....	21
E. - Evaluations.....	22
1. Certified Evaluations.....	22
2. Non-Certified Evaluations.....	23
F. - Reduction in Force.....	24
1. Certified Staff.....	24
2. Non-Certified Staff.....	24
3. Recall Rights.....	25
G. - Assignments.....	25
H. - Summer School Assignment.....	
26 I - Mentor Program - Certified Teaching Staff.....	26
26 J. - Personnel Files.....	28
28 K. - Inclement Weather.....	29

#### **ARTICLE V - SENIORITY..... 30-31**

A. - Seniority - Definition.....	30
B. - Non-Certified Employee (paragraph untitled).....	31
C. - Seniority List.....	31

#### **ARTICLE VI - GRIEVANCE PROCEDURE..... 32-34**

A. - Definition.....	32
B. - General Provisions.....	32
C. - Procedure for Adjustment of Grievances.....	33
1. Level One.....	33
2. Level Two.....	33
3. Level Three.....	33
4. Level Four.....	34
D. - Payment of Expenses.....	34
E. - Role of Arbitrator.....	34

#### **ARTICLE VII- PAID LEAVES..... 35-40**

A. - Sick Leave.....	35
B. - Personal Leave.....	36
C. - Bereavement Leave.....	36
D. - Union Leave.....	37
E. - Religious Leave.....	37
F. - Jury Duty.....	37
G. - Sick Leave Bank.....	37
H. - Attendance Incentive.....	40

**ARTICLE VIII - UNPAID LEAVES..... 41-43**

A. - Provisions Applicable to All Unpaid Leaves of Absence.....	41
B. - Child Rearing Leave.....	42
C. - Professional Leave .....	42
D. - Extended Personal Leave .....	43

**ARTICLE IX - COMPENSATION AND BENEFITS..... 44-62**

A. - Salary.....	44
B. - Overtime - Non-Certified Employees.....	45
C. - Professional Development .....	45
1. Certified Staff.....	46
2. Non-Certified Staff.....	46
D. - Tuition Reimbursement.....	46
1. Certified Staff.....	46
2. Non-Certified Staff.....	48
E. - National Board Certification.....	49
F. - Movement on Salary Schedule .....	49
G. Summer School Compensation.....	51
H. - Toileting and/or Feeding Students .....	51
I. - Translations.....	52
1. Certified.....	52
2. Non-Certified.....	52
J. - Check Withholding .....	52
K. - Insurance.....	53
1. Group Medical, Dental and Vision.....	53
2. Life Insurance.....	54
L. - Part-Time Bargaining Unit Member Benefits.....	54
M. - Job Sharing.....	55
N. - Travel.....	55
O. - Retirement Benefits.....	55
1. Certified Staff.....	55
a. Eligibility.....	55
b. Salary Increase(s).....	56
c. Accumulated Sick Leave Severance Bonus.....	57
d. Death Benefit.....	57
e. Rescission of Intent to Retire.....	57
f. Post-retirement Services.....	58
g. Indemnification/Hold Harmless.....	58
2. Non-Certified Staff.....	58
a. Eligibility.....	58
b. Severance Bonus.....	59
c. Accumulated Sick Leave Severance Bonus.....	59
d. Death Benefit.....	59
e. Rescission of Intent to Retire.....	59
f. Indemnification/Hold Harmless.....	59
3. Retirement Re-opener.....	60
P. - Retirement Health Benefits.....	60

1. Certified.....	60
2. Non-Certified.....	61
3. Eligibility.....	61
4. Revision of Retirement Health Benefits.....	61
Q. - Limitation on Increases in Total Compensation.....	62
R. - District Required Coursework – Newly Hired Certified Staff.....	62
<b>ARTICLE X -EFFECT AND DURATION OF AGREEMENT.....</b>	<b>64</b>
A. - Complete Understanding.....	64
B. - Savings Clause.....	64
C. - Negotiations Procedures.....	64
D. - Duration.....	64
Signature Page.....	65
<b>APPENDIX A Teachers' Compensation Schedules.....</b>	<b>66-68</b>
2019-2020.....	66
2020-2021.....	67
2021-2022.....	68
<b>APPENDIX B Non-Certified Compensation Schedules.....</b>	<b>69</b>
2019-2020.....	69
2020-2021.....	69
2021-2022.....	69
<b>APPENDIX C Extra Duty Stipends.....</b>	<b>70</b>
<b>APPENDIX D SWIC Conference Stipends.....</b>	<b>71</b>
<b>APPENDIX E Grievance Form.....</b>	<b>72</b>

**ARTICLE I**  
**RECOGNITION**

**A. Recognition (TA 4/11/22)**

The Board of Education of School District No. 124, Evergreen Park, hereinafter referred to as the "Board," recognizes the Evergreen Park Federation of Teachers, Council 1250, Local 943, AFT, AFL-CIO, hereinafter referred to as the "Union", as the exclusive bargaining agent for all full and part time certified/licensed teaching personnel, including the social workers and certified school nurses, speech/language pathologists, and all school secretaries, instructional paraprofessionals, media paraprofessionals, health paraprofessionals and the Central Middle School office clerk, but excluding the Superintendent and other administrative personnel who are required by State Board Document 1 to hold a type 75 certificate for the performance, full-time or part-time, of their assigned responsibilities, substitutes, all district secretaries, custodial, maintenance and food service employees, all other educational support personnel, and all other supervisory, managerial, confidential and short term employees as defined by the *Illinois Educational Labor Relations Act*.

**B. Scope of Negotiations**

The Board agrees to negotiate with the Union on matters of wages, hours, and working conditions, and other mutually agreed upon items.

**C. Definition of Bargaining Unit Member**

When used hereinafter in this Agreement, the word "bargaining unit member" shall refer to a member of the bargaining unit described in Section A above.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **A. Board Prerogatives**

The Union acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, including such areas of discretion or inherent managerial policy as the functions of the Board, standards of service, the overall budget, the organizational structure, the selection of new employees and the direction and assignment of employees. The Board shall have and retain the full and exclusive right to hire, fire, assign, promote, demote, layoff, direct discipline, transfer and determine qualifications of employees.

#### **B. Reservation of Rights**

It is expressly understood and agreed by the Union that all functions, rights, powers, and authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board as authority vested in it by the laws and constitutions of Illinois and the United States and as authority properly exercised by it.

## **ARTICLE III**

### **UNION RIGHTS**

#### **A. Non-Interference**

A bargaining unit member shall remain free to join or participate in any organization representing bargaining unit members without interference or penalty. Any grievance brought under this provision shall be processed before any charge is filed by the Union with the IELRB. Alternatively, if a charge is first filed with the IELRB, then no grievance shall be filed until the IELRB process and any subsequent court appeal have been completed.

#### **B. Information (TA 5/17/22)**

1. The Union shall be furnished with public, available and assembled information concerning the financial condition of the District or other information requested for negotiations and the proper enforcement of this Agreement.
2. The Union President shall be provided, without charge:
  - a. A copy of the official Board agenda and packet before each regular and special Board meeting, when available, at the same time provided to the Board, and
  - b. A copy of the official Board minutes after approval by the Board, and c. A copy of the official annual budget, and
  - d. A copy of all existing Board policies. Any revisions and/or additions of Board policies shall be provided at least two (2) working days prior to their scheduled introduction at Board meetings.
  - e. A copy of the agenda and official minutes of each Board committee, if available, after approval by the committee
  - f. A copy of all job postings

This information will be sent to the Union President electronically at his/her school. During the summer months, the information will be sent to the President's home.

3. Provided the Board remains a participant in the cooperative, the Union shall be furnished with a copy of the South Suburban Benefit Coop (health insurance plan) minutes as they become available.



### **C. Facilities**

The Union shall have the reasonable use of school equipment, the interoffice mail system, and facilities for the conduct of its business, provided such shall not interfere with the operation of the schools and prior notice and permission have been secured for use of the buildings. Should there be any cost attached to such use, the Union shall pay the reasonable costs.

### **D. District Directory**

1. The Board shall provide bargaining unit members each school year with a directory including names, addresses and telephone numbers of all employees who agree to be listed.
2. Names and addresses of newly hired bargaining unit members shall be provided to the Union with the first payroll after employment in the School District.

### **E. Issue Review**

#### **1. Building Review Team**

In an effort to ensure collaboration and open communication, each school will have a Building Review Team to identify, discuss and attempt to resolve issues that involve the atmosphere, climate, conditions or other items that can lead to the improvement of the overall operations of the school.

The Team will consist of the building principal, building representative, and a minimum of three (3) certified and one (1) non-certified bargaining unit members. The building principal and the building representative will jointly agree on the membership of the Team and serve as co-chairpersons. If a proposed BRT member is rejected, the principal and building representative shall send a joint communication to the member.

The co-chairpersons will determine the need for, the dates and the times of Team meetings. Prior to the Team meeting, the co-chairpersons will prepare an agenda that will include the items to be discussed. Meetings are optional, shall be held no more than monthly, and only if there are items to discuss. Team meetings shall be scheduled before or after school hours. Minutes will be taken.

#### **2. District Review Team**

In an effort to ensure collaboration and open communication in the District regarding District-level responsibilities, the District will have a District

Review Team to identify, discuss and attempt to resolve issues that involve the atmosphere, climate, conditions, school calendar or other items that can lead to the improvement of the overall operation of the District.

The Team will consist of the Superintendent, one (1) District Office Administrator, at least one (1) building level administrator, one (1) certified bargaining unit member from each of the District's schools, three (3) non certified bargaining unit members, and one (1) member of the board of education. A District Office Administrator and one of the Union Vice presidents will jointly agree on the membership of the Team and serve as co-chairpersons. If a proposed DRT member is rejected, the Administration and Union shall send a joint communication to the member.

The co-chairpersons will determine the need for, the dates and the times of Team meetings. Prior to the Team meeting, the co-chairpersons will prepare an agenda that will include the items to be discussed. Meetings are optional, shall be held no more than monthly, and only if there are items to discuss. Team meetings shall be scheduled before or after school hours. Minutes will be taken.

One or more meetings will be scheduled in January or February to review calendar concerns.

#### **F. Insurance Committee**

The Insurance Committee shall consist of no less than eight (8) and no more than ten (10) District employees. No less than one-half of the employee members of the Insurance Committee shall be members of the bargaining unit. One (1) member of the Board of Education shall also serve on the Insurance Committee. The Chairperson of the Insurance Committee shall be designated by the Superintendent.

The Insurance Committee will meet at least once during the school year to study insurance options. Meetings shall be called by the Chairperson or by three (3) members of the Committee. If a meeting is called by three (3) members of the Committee, the time and date of the meeting shall be scheduled with the agreement of the Chairperson. The Insurance Committee will be notified of any potential changes in insurance benefits and costs.

The Insurance Committee shall act in an advisory capacity to the Board and the Union for purposes of reviewing the current health insurance plan and the impact of possible changes in benefits or insurance carriers upon the employees and the Board, including any Public Act in the State of Illinois that may require the School District to participate in a health insurance program. The Insurance Committee may make one or more recommendations to the Union and the Board regarding possible changes in benefits or insurance carriers. In the event of a recommendation, the Union and the Board will each designate representatives to

review the recommendation(s). The parties acknowledge that Insurance Committee recommendations may be subject to further negotiations between the Union and the Board before implementation.

This Section shall not be deemed to prevent the Union or the Board from further negotiations during the term of the Collective Bargaining Agreement regarding changes in health benefits or insurance carriers irrespective of the recommendation(s) of the Insurance Committee, or the lack thereof.

In the event that a Public Act in the State of Illinois requires the School District to participate in a health insurance program and the plan includes options for benefits and costs, the Board and the Union agree that the parties will meet to negotiate the specifics of the plan.

#### **G. Availability of Agreement**

The Board shall provide each bargaining unit member with a copy of the Agreement upon his/her hiring by the District. The Board and the Union shall share the cost of printing the Agreement equally. The form of the Agreement shall be mutually agreeable.

#### **H. No Strike Clause**

While this Agreement is in force, the Union will not cause, nor will any bargaining unit member take part in any strike, picketing, work stoppage, sit-down, stay-in, slow-down or other refusal to render full and complete services to the Board, or any curtailment of work or constriction of services, or any activity which would disrupt or interfere in any manner with the operations of the Board.

#### **I. Dues Deduction. (TA 5/17/22)**

1. Upon receipt of lawful written authorization from employees covered by this Agreement, the Board will deduct from the pay of each Union member 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. In the event that an employee revokes his/her dues authorization, the Union shall notify the District immediately. Similarly, if the District receives such notification, it shall notify the Union immediately. In the event there is a change to the law, the parties agree to follow Illinois law regarding dues deductions.

2. The District agrees to remit these dues and/or fees to the Union once each pay

period through electronic transfer. An alphabetical list of ~~teachers~~ employees for whom deductions have been made and the amount of each deduction shall accompany each remission no later than fifteen (15) days after such deductions were made.

3. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any forms of liability, including attorneys' fees incurred, that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this section, or in reliance upon any list, notice, certification, affidavit or assignment furnished under any of such provisions.

#### **J. Indemnification**

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

#### **K. Representation (TA 4/11/22)**

When any bargaining unit member is required to appear before the ~~Superintendent~~ Administration or the Board concerning any matter which could adversely affect the continuation of that bargaining unit member's employment or salary, the bargaining unit member shall be given reasonable prior written 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.

## ARTICLE IV

### WORKING CONDITIONS

#### A. Certified Staff/Licensed Work Responsibilities

##### 1. Work Day

The teacher work day (including parent teacher conferences) shall be a consecutive six (6) hours and fifty-five (55) minutes. The teacher work day shall also include one fifteen (15) minute period added to the beginning work hours one day per week for the purpose of Professional Learning Time.

It shall include a forty-five (45) minute duty-free lunch period for elementary teachers and a thirty (30) minute duty-free lunch period for all Central Middle School teachers. ~~and Central Middle School teachers who are not afforded a regularly scheduled period for team collaboration time. Certified staff assigned to Central Middle School who are afforded a regularly scheduled period for team collaboration time will have a thirty (30) minute duty free lunch period.~~

The first (5) minutes and last (10) minutes of the teacher work day shall be free from instructional responsibilities and shall not count towards the teachers preparation time or team/department time.

##### 2. Per Diem

Any teacher who is assigned to substitute for a class period during his/her self-directed preparation time, agrees to an additional teaching assignment that requires the teacher to lose his/her self-directed preparation time, duty free lunch period, or works beyond his/her normal workday in order to teach a regularly-scheduled class, shall be compensated at his/her hourly rate, prorated based upon the class assignment.

Teachers who are assigned to substitute for a regularly scheduled class instead of performing their regularly assigned duties will be paid a \$130 stipend for a full day assignment and a \$65 stipend for a half day assignment.

Teachers who have given notice of intent to retire are not eligible to receive additional compensation for substitute teacher and instead will receive an additional half or full day of personal leave depending on the length of the substitute teaching.

## **UNION HOLD ON PREVIOUS PROPOSAL.**

Any teacher assigned a class in addition to or different from his/her own for one (1) class period or more shall be compensated at the prorated hourly rate for the entire duration of such an assignment, prorated based upon the assignment. Such rate should be calculated as follows:

Per diem rate = annual salary / 182 days

Hourly rate = per diem rate / hours per day

Prorated per diem rate = hourly rate x fraction of the hour(s) that class is in session per day

Example – Teacher MA + 10 with a 40-minute assignment

Per diem rate (pdr) = \$52,301 / 182 = \$287.37

Hourly rate = \$287.37 / 6.167 hours/day = \$46.60

Prorated pdr = \$46.60 x .667 = \$31.08

At each building, the Administration will notify eligible Members whenever a substitute is needed, and assign the work to the first Member who responds. Should any school experience difficulties in filling a substitute position, a rotation list may be established. The rotation list will be established and maintained by the building principal. In the event a bargaining unit member believes she/he did not receive an assignment, and an error is found in error, the exclusive remedy shall be that the bargaining unit member shall be offered the next available substitute assignment.

### **3. Work Year**

The work year shall consist of a maximum of 182 days, 183 for new certified staff (certified staff not employed in the previous year.) New certified staff will also be expected to attend a maximum of 7 hours after school new certified staff orientation activities. These days are the legally-required number of pupil attendance days, up to five (5) institute days and one (1) clerical day. On the clerical day, certified staff will be given a minimum of five (5) consecutive hours to be used as self-directed clerical time. The building principals / administrative staff shall endeavor to keep clerical days as free of meetings as possible. Student placement meetings and emergency I.E.P. meetings may occur during self-directed clerical time.

The first day of the school year will be the first institute day. On this day, certified staff will be given a minimum of three consecutive hours to be

used as self-directed classroom preparation. The official school calendar will reflect an additional five (5) days designated as emergency days.

#### 4. Professional Responsibility

The Union recognizes that the above amount of time does not cover all professional responsibilities, including staff and curriculum work and occasional attendance at school and PTA-sponsored functions. The Union further recognizes that it has a responsibility to encourage participation on behalf of each teacher in both committee work and evening programs for school related purposes.

The Union further recognizes that teachers must be present in school after the end of the school day to fulfill other professional responsibilities. In addition to the regular work day, teachers must also participate in two school events each school year as part of their professional responsibilities.

### **UNION REJECTS**

#### 5. Committee Work

All teachers shall be encouraged to participate in committee work as part of their professional responsibilities. Recognition shall be given for those teachers who volunteer for and/or participate in such committee work.

**UNION AGREES TO NEW LANGUAGE PROVIDED BOARD AGREES TO PAY FREEZE YEAR 1 and 2 OF APPENDIX C AND AN INCREASE REFLECTIVE OF THE 3rd YEAR SALARY PERCENTAGE.**

#### 6. Preparation Time Certified Employees

- a. All ~~Each~~-certified elementary staff members shall have an amount of self-directed preparation time, (preparation time is used for planning for instruction and meeting the needs of students) of not less than 230 minutes per five (5) day work schedule, exclusive of the time before and after the student attendance day. Time in excess of 200 minutes per five-day work week may be used for planning parent communication and contact, consultation time with other staff members, IEP meetings and staff development. Such time may not be used for recess, study hall, lunch duty, detention, internal substitution or other supervisory duties.

All certified Central Middle School staff members shall receive no less than two hundred (200) minutes per five (5) day work schedule of self directed preparation time, exclusive of the time before and after the student attendance day.

In addition to self directed preparation time, all certified Central Middle School staff members shall receive 110 minutes of team/department time to be used for planning with resource teachers, staff consultation time, collaboration time with other staff members, I.E.P. meetings, and instructional purposes, if necessary.

#### **BOE Counters with 110 minutes of team/department time**

#### **Union will discuss and get back to BOE**

- b. As feasible, preparation time shall be evenly distributed throughout the work schedule. Preparation time increments shall be no less than 30 consecutive minutes in length.
- c. ~~Selected teachers at Central Middle School, in addition to selfdirected preparation time of not less than two hundred (200) minutes per five (5) day work schedule, shall be provided team collaboration time equivalent to one (1) period per normal school day to be used for, but not be limited to, planning with resource teachers, grading, assignment work, staff and consultation time, collaboration time with other staff members, I.E.P. meetings, and instructional purposes, if necessary. The Principal shall endeavor to maintain such time as free as possible from I.E.P. meetings and internal substitution~~
- d. Preparation time for part-time certified employees will be provided on a pro-rata basis.

#### **7. I.E.P. Meetings**

I.E.P. meetings shall normally be held during the regular teacher work day and a substitute, when necessary, shall be provided. When an I.E.P. meeting scheduled during a teacher's work day results in a loss of the teacher's individual preparation time, the teacher shall be compensated at his/her prorated hourly rate (loss of individual preparation time must exceed a minimum of ten (10) minutes and shall be prorated in ten (10) minute



increments). If an I.E.P. meeting is scheduled beyond the teacher work day or during the summer recess, a teacher who attends such I.E.P. meeting shall be compensated at the pro-rated hourly rate.

#### **8. Just Cause Discipline**

An employee who has attained contractual continued service (tenure) may be suspended without pay only for just cause. A probationary certified employee may be suspended without pay for more than three (3) days only for just cause. Such certified employees shall be afforded an opportunity to meet with his/her supervisor, or the Superintendent or Superintendent's designee, before implementing a suspension without pay or a recommendation for dismissal. If a suspension without pay is implemented for such certified employees in connection with a recommendation for dismissal, the Grievance Procedures shall not apply to such suspension.

#### **B. Working Conditions Non-Certified Staff**

##### **1. Job Description**

A job description will be made available upon employment for each non certified position that identifies the duties, tasks and/or other special requirements for the job. The immediate supervisor will be identified by title. The union will have input into the development of the job descriptions, but the administration will have the final authority on the content.

##### **2. Work Hours/ Work Year**

###### **a. Media Paraprofessional (TA 4/11/22)**

The work day will consist of seven (7) hours and thirty (30) minutes for all full-time media paraprofessionals, including an unpaid thirty (30) minute duty free lunch period. There shall also be one paid fifteen (15) minute break which may be combined with lunch if possible. Lunch break, when possible, will be taken between 11:00 AM and 1:30 PM except when extraordinary circumstances prevent it.

The work year for media paraprofessionals is defined as 200 work days. The work year will begin no earlier than 15 days prior to the

first student attendance day and conclude no later than ten (10) work days after the last student attendance day. These days may be flexible as agreed to with the media / technology coordinator and the approval of the superintendent.

~~The work year for media paraprofessionals is defined as 200 work days. The work year will begin earlier than 15 days prior to the first day teacher attendance day and conclude no later than ten (10) work days after the last teacher attendance day. These days may be flexible as agreed to with the media / technology coordinator and the approval of the superintendent.~~

Summer hours may vary, but the total number of hours per week will remain the same.

#### **b. Instructional Paraprofessional (TA 7/29/2022)**

The work day will consist of six (6) hours and fifty-five (55) minutes for all full-time instructional paraprofessionals, including an unpaid

thirty (30) minute duty free lunch period. There shall be one paid fifteen (15) minute break which may be combined with lunch, if possible. Lunch break, when possible, will be taken between 11:00 AM and 1:30 PM except when extraordinary circumstances prevent it.

The work year for instructional paraprofessionals will consist of 476 178 days to be allocated during the normal school year and during the normal school day. The additional two days outside of student attendance will be allocated for professional development.

#### **BOE Agrees**

The work day for full-time health paraprofessionals will consist of seven (7) hours. The work day for full-time clerical paraprofessionals will be seven hours and 30 minutes. The work day for full-time health paraprofessionals and full-time clerical paraprofessionals includes an unpaid thirty (30) minute duty free lunch period. There shall be one paid fifteen (15) minute break which may be combined with lunch, if possible. Lunch break, when possible, will be taken between 11:00 AM and 1:30 PM except when extraordinary circumstances prevent it.

The work year for health paraprofessionals / clerical paraprofessionals is defined as 182 work days. The schedule shall normally consist of six (6) work days prior to the first day of student attendance and conclude the last student attendance day. These days may be flexible as agreed to with the building principal and the

approval of the superintendent.

Summer hours may vary, but the total number of hours per week will remain the same.

d. School Secretaries

The work day will consist of eight (8) hours for all full-time elementary school secretaries. The Central Middle School secretary work day will consist of eight (8) hours and thirty (30) minutes. The work day for all full-time secretaries includes an unpaid thirty (30) minute duty free lunch period. There shall also be one paid fifteen (15) minute break which may be combined with lunch, if possible. Lunch break, when possible, will be taken between 11:00 a.m. and 1:30 p.m. except when extraordinary circumstances prevent it.

The work year for elementary school secretaries is defined as 200 work days. The work year for elementary school secretaries will not begin earlier than 15 work days prior to the first teacher attendance day and will end no later than ten (10) work days after the last teacher attendance day. The work year for Central Middle School secretaries

is defined as 210 work days and will not begin more than (7) work days prior to the elementary secretaries and conclude beyond seven (7) work days after the elementary school secretaries' finish. These days may be flexible as agreed to with the building principal and approved by the superintendent.

Summer hours may vary, but the total number of hours per week will remain the same.

3. Holiday Pay

In addition, the district will pay all non-certified employees covered by this Agreement for eleven (11) paid holidays at the regular rate of pay.

4. Probationary Period

All new non-certified employees shall be hired on a probationary basis for a period of ninety (90) days on the job, exclusive of Saturdays, Sundays, holidays, days absent due to injury, illness (sick days), personal business days and days without pay. During the probationary period the non-certified employee may be disciplined or discharged without recourse. The Board has a right to extend the probationary period for an additional sixty (60) days. The non-certified probationary employee will be evaluated at least once during this time period.

5. Just Cause Discipline

A non-probationary non-certified employee may be suspended without pay and/or dismissed only for just cause. Such employee shall be afforded an opportunity to meet with his/her supervisor, or the Superintendent or Superintendent's designee, before implementing a suspension without pay or a recommendation for dismissal.

### **C. Vacancies (Certified/Non-Certified) (TA 6/9/22)**

The Board and the Union are committed to a fair and equitable process to fill vacancies. A vacancy shall be defined as a newly created position or one that is not filled in the bargaining unit.

All vacancies shall be posted District-wide for a period of no less than five (5) days. Should a vacancy occur during the month of August or September, the position shall be posted for a period of no less than two (2) days.

All interested employees should submit an online internal application. All qualified internal candidates will be interviewed for the position for which they applied. Each applicant shall receive written notification of the outcome by the interview committee representative. There should be no expectation that an internal candidate will receive a position over a candidate selected by the interview committee.

#### 1. Definition

~~A vacancy shall be defined as any current or newly created teaching, extra curricular, stipend, or non-certified staff position within the bargaining unit. A position shall not be interpreted as a vacancy if that position is one which will not be filled.~~

#### 2. Certified Employee Annual Bid Process

~~During spring of each school year of this Agreement, the Administration shall initiate and conduct a Bid Process to identify and fill new and vacant~~

~~certified bargaining unit positions which are projected for the following school year at the time the Process begins. During the Bid Process, the other provisions of this Section G (Vacancy) and Section D (Transfers) will not be effective for certified bargaining unit members. The Bid Process will proceed as follows:~~

- ~~a. By April 15 of each school year, certified employees who may be displaced for the following school year will be notified of their anticipated displacement.~~

~~(1) "Anticipated displacement" includes circumstances where the employee's position may be discontinued, where a non-tenured employee's part-time position is known to be expanding to full-time, or an employee's position is needed to implement the tenure rights of a teacher, including a teacher returning from leave.~~

~~(2) A part-time position held by a non-tenured certified employee which is known to be expanding to full-time at the time the Bid Process commences is deemed vacant and the employee shall be deemed displaced. However, if such expanding position is held by a tenured certified employee, such position will be offered first to such employee prior to the Bid Process. If the employee declines the full-time position, it shall be deemed vacant and subject to the Bid Process and the employee shall be deemed a volunteer.~~

~~b. By April 30 of each school year, the Administration shall publish a list of new and vacant certified bargaining unit positions which are projected for the following school year along with an explanation of the Bid Process and a Bid Sheet (e.g., the explanation and Bid Sheet shall be similar in form to that used during the trial Bid Process in Spring 2012). The list of new and vacant certified positions shall identify the due date for certified employees to submit the Bid Sheet to the Superintendent of Schools. The specified due date shall not be earlier than ten (10) calendar days from publication of the list of new and vacant positions.~~

~~c. Bid Sheets will be submitted to the Superintendent of Schools no later than 4:00 p.m. on the designated due date. The employee shall also provide a copy of his/her Bid Sheet to the building principal(s) where the new or vacant positions are located and to the Union President. A Bid Sheet not received in the Superintendent's Office by 4:00 p.m. on the designated due date will not be considered.~~

~~d. Following the specified due date, the Administrative Staff shall meet to consider the Bid Sheets. When considering the Bid Sheets;~~

~~consideration is first given to the Bid Sheets submitted by employees who may be displaced from their current positions, followed by the Bid Sheets submitted by non-displaced employees who are employed during the current school year. Requests from persons returning from a leave of absence are considered next. Non-displaced part-time employees will be considered last. However, it is understood that the process of assigning certified employees is complex and additional considerations are important.~~

~~First, the certification (if required) and qualifications of each employee is a factor and these requirements must match the position. Second, employees returning from leave are guaranteed employment by contract and they must be placed in a position. Third, in consideration of placing "displaced" teachers, finding positions for employees returning from leave of absence, and certification/qualification issues, it may not be possible to honor all bid requests that are received. Finally, it is understood that the Administration, on behalf of the Board, exercises the Board's right under Article II Management Rights, Section A Board Prerogatives, to assign, transfer and determine qualifications of employees. Thus, the Administration shall make the final decision on filling the new or vacant positions, and may also elect to reject all Bid Sheets for a new or vacant position and utilize the normal vacancy process to fill a position.~~

- ~~e. Employees will be notified of the results of the bid process by no later than five (5) days prior to the last day of student attendance.~~

~~Following the completion of the Bid Process, the District will return to the implementation Sections C (Vacancy) and D (Transfers) for certificated bargaining unit members.~~

- ~~3. Following the completion of the annual Bid Process, or for a vacancy arising during a school term before the Bid Process begins, the Board shall post a notice of established and available vacancies on each school bulletin board ten (10) days prior to filling such vacancy. The required number of days for posting will be reduced (no less than three days) as necessary to fill positions that occur immediately prior to school starting or during the school year. Notice of vacancy will also be posted on the District's web site. A notice of the posting on the District's website will be sent to bargaining unit employees through the District's e-mail system.~~

~~This subsection shall not be applicable to the second position that becomes vacant as a result of a series of transfers. After a series of transfers is completed, any vacancy unrelated to the series of transfers shall be posted.~~

- ~~4. By February 1 of each school year of this Agreement, a bargaining unit member will submit a written statement if interested in a transfer to another building, grade level, or new assignment. The statement shall be addressed to the Superintendent with a copy to his/her building principal.~~
- ~~5. Bargaining unit members who apply for a vacancy will be granted an interview for that vacancy provided, however, that the bargaining unit member holds the certification or licensure required for the position. If a bargaining unit member applies for a posted vacancy and is rejected, the bargaining unit member may request that the reason for the rejection be given in writing.~~

- ~~6. Any bargaining unit member who wishes to be informed of vacancies which become available after the close of the school year may request that notice of such vacancies be mailed to his/her home address and shall provide the District Office with two (2) or more stamped self-addressed envelopes for this purpose.~~

#### **D. Transfers (TA 6/9/22)**

##### **1. Voluntary**

A noncertified employee who voluntarily transfers to a new category of position will be given credit on the salary schedule commensurate with appropriate relevant experience as determined by the Superintendent.

##### **2. Involuntary**

- a. For purposes of this subsection, an involuntary transfer is defined as a change in the building to which a bargaining unit member is assigned. This subsection shall not apply in cases where a program or class is moved to another building.

- b. The Administration will endeavor to avoid involuntary transfers. In the event of an involuntary transfer, a bargaining unit member's experience will be considered.

- ~~c. Prior to the involuntary transfer of a new teacher, the Administration will either solicit volunteers and review and consider the last available written statements of interest in other District positions submitted by District employees under Section G Vacancy, or complete the Bid Process under Section G; however, the Administration will not be required to transfer a volunteer.~~

- d. A non-certified employee who is involuntarily transferred will suffer no loss in pay. If the employee's involuntary transfer includes a change in category of position, s/he will be placed on the step that is closest to, without being less than their current rate.

- e. The Board shall accept the resignation of a teacher who is involuntarily

transferred. The teacher shall submit his/her written resignation to the Superintendent ~~of Schools~~. The resignation shall become effective not earlier than thirty (30) days after delivery to the Superintendent, without penalty.

- ~~f. The implementation of this Section D for certified employees shall be suspended during the Bid Process under Section C (Vacancy) 2 above.~~

## **E. Evaluations**

### **1. Certified Evaluations (TA 5/17/22)**

Evaluations shall be performed for all teachers subject to the following procedures:

- a. Evaluation is an ongoing process and includes expedient communication between the evaluator and the teacher of formally and informally observed performance and suggestions for improvement.
- b. All formal observations of a teacher shall be conducted openly. Teachers will be notified in advance of a formal evaluation not later than the end of the previous work day.
- c. A formal evaluation shall include a classroom observation of not less than thirty (30) minutes.
- d. Each full time tenured teacher will be formally evaluated in writing at least once every ~~two (2) years~~ three (3) years or as otherwise determined by the District's PERA committee.
- e. A formal evaluation shall include an observation of the teacher in his or her classroom for a minimum of 45 minutes at a time; or an observation during a complete lesson; or an observation during an entire class period.
- f. Within two (2) months after the beginning of each school term, the evaluator shall acquaint teachers under his/her supervision with the teacher evaluation procedures, standards, and instruments to be used.
- g. Formal evaluation will include a conference, held within fifteen (15) work days of the latest formal observation, between the evaluator and the teacher, at which time a copy of the written evaluation will



be given to the teacher.

h. Any teacher who disagrees with an evaluation in part or whole shall

have the right to attach a rebuttal within thirty (30) work days from the formal evaluation conference.

i. Unless otherwise required by law, the evaluation instrument shall remain in full force and effect for the duration of this Agreement or until a revision is prepared by a joint committee of equal numbers of teachers and administrators. The parties understand and acknowledge that the evaluation ratings of teachers required by the evaluation instrument are not subject to the grievance and binding arbitration procedures set forth in Article VI of this Agreement.

j. In accordance with the *School Code*, a professional development plan shall be developed in consultation with the teacher who has entered upon contractual continued service (tenure) and who receives an overall rating of "needs improvement" on his/her evaluation.

k. If a remediation plan is to be developed and commenced for the teacher who has entered upon contractual continued service (tenure) and who has received an overall rating of "unsatisfactory" on his/her evaluation, the Union may provide a roster of qualified teachers (as defined in the *School Code*) employed by the District from whom a consulting teacher is to be selected by the evaluator. If the Union elects to provide a roster, it must be provided in writing to the Superintendent and the evaluator within fifteen (15) days of such evaluation. The roster shall contain the names of at least five (5) District teachers, each of whom meet the criteria for consulting teacher with regard to the teacher being evaluated, or the names of all District teachers so qualified if that number is less than five (5).

## **2. Non-Certified Evaluations (TA 6/9/22)**

Evaluations shall be performed for non-certified bargaining unit members subject to the following procedures:

a. All non-certified bargaining unit members who have worked for the District less than three (3) years in the same position will be evaluated annually. All other employees will be evaluated at least once every three years. All copies of the written evaluation will be signed and dated by the evaluating administrator ~~employer~~ and employee indicating that the evaluation has been discussed but not necessarily agreed to. A copy of the evaluation will be put in the employee's personnel file. All evaluations will be conducted by the school principal or assistant principal with input by teachers and

other District administrators when applicable.

- b. Within two (2) months after the beginning of the school term in which the employee is to be evaluated, the evaluator shall acquaint

employees under his/her supervision with the support staff evaluation procedures, standards, and instruments to be used.

- c. Formal evaluation will include a conference between the evaluator ~~employer~~ and the employee, at which time a copy of the written evaluation will be given to the employee. The evaluation conference must be completed by April 15. If an employee receives an unsatisfactory evaluation, a remediation plan will be developed and implemented by the evaluator. If a non-probationary employee receives a remediation plan, the duration of the employee's remediation period will not exceed forty-five (45) days.

- d. Any employee who disagrees with an evaluation in part or whole shall have the right to attach a rebuttal within thirty (30) work days from the formal evaluation conference.

#### **F. Reduction in Force (TA 5/17/22)**

##### **1. Certified Staff**

In the event a reduction in force shall be determined by the Board to be necessary, the following procedures shall be used:

- a. It is recognized that positions within the District require various certificates and academic qualifications as proper credentials to hold a given position. The reduction in force process assumes that the teachers remaining on staff after reduction have the proper certificates and academic qualifications to hold the positions deemed necessary by the Board.
- b. Any reduction in personnel shall be in compliance with Section 24-12 of the Illinois School Code.
- c. Seniority for all teachers shall be determined according to the Illinois School Code.

##### **2. Non-Certified Staff**

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

A non-certified staff member subjected to a reduction in force shall be offered a position in any category set forth in Article V, Section B, if any, which is held by a less senior non-certified staff member, provided the employee subjected to the reduction is qualified and, as determined by the Administration, can perform the essential functions of the position. If the employee previously held the position, the Administration will presume that the employee is qualified unless the required credentials or qualifications have changed. If the Administration determines either that the employee subjected to the reduction is not qualified or cannot perform the essential functions of the position, subsection 3 below shall be applicable.

### **3. Recall Rights**

- a. Recall rights of certified bargaining unit employees shall be in compliance with Section 24-12 of the *Illinois School Code*.

In the case of non-certified employees, if a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a non-certified staff reduction, the Board shall first offer re-employment to the non-certified employee laid off (first by category; second by offering a position in any category set forth in Article V, Section B, if any, which is held by a less senior non-certified staff member, provided the employee subjected to the reduction is qualified and, as determined by the Administration, can perform the essential functions of the position) in the reverse order of the reduction.

A bargaining unit member so recalled shall not be deemed to have suffered a break in employment as a result of the RIF, but the bargaining unit member shall not accrue any benefits, including seniority, for the period of the reduction.

- b. Notice of recall shall be sent to a bargaining unit member by certified mail (return receipt requested) to the last address submitted to the Board by the bargaining unit member. The bargaining unit member must notify the Board in writing, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer,

whichever shall first occur, of the acceptance or rejection of any vacant position tendered to the bargaining unit member during the recall period. Any bargaining unit member who fails to notify the Board of his/her acceptance or rejection of a tendered position with the time lines set forth above shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. A bargaining unit member's recall rights will be extinguished once he/she accepts or rejects any tendered vacant position.

#### **G. Assignments**

1. The Board shall notify each certified bargaining unit member of his/her tentative assignment for the next school year no later than five (5) days prior to the last day of student attendance.
2. For any change requiring physical relocation, a certified bargaining unit member shall be entitled to one (1) day of wages for work performed outside the certified bargaining unit member's work year to facilitate the change. If the change occurs during the work year, the Board will provide a substitute to facilitate the move.

Board withdraws proposed language

3. Every effort will be made to notify non-certified employees of their work assignments for the following school year by June 1. It is understood that instructional aides may need to be tentatively scheduled due to the fact that these assignments are based on need.

#### **H. Summer School Assignment**

1. Notice of availability of summer school positions, and assignments to same, shall be made as early as possible. Preference in filling positions in the summer school program shall be given to bargaining unit members in the District. When there are more applicants for the summer school program than available positions, the District will consider the following factors: (a) applicant qualifications; (b) bargaining unit members who worked in the summer school program during any of the three previous summers; and (c) District seniority.

#### **I. Mentor Program- Certified Teaching Staff**

1. Teachers new to the district will be assigned a mentor if there is an available volunteer. The selection of a mentor teacher will be from the teaching staff in the building where the new teacher is assigned. This is a voluntary assignment.

2. Certified Teachers are encouraged to volunteer as a mentor. A teacher seeking to volunteer as a mentor should complete a District application to serve as a mentor for the next school term prior to the last day of the current school term.
3. A mentor will receive a stipend of \$500.00 per assignment. If a special teacher (special education, art, music, or P.E.) is assigned more than one mentor, the mentors shall share the stipend equally. Both the mentor and the mentee will receive one (1) Professional Day per mentor assignment. Together, they shall submit a Professional Day Request to the building principal at least two weeks prior to the day requested. Professional Day Requests shall be subject to the approval of the Superintendent or designee. The Professional Day shall be used during the school term that the teacher serves as a mentor. The District will deduct \$50 per mentor activity not completed in paragraph 5.a through h, below.
4. The administrator in charge of the mentor program will notify the mentor in writing of his/her appointment. Teachers will submit an application to the district office to express their interest in being selected as a mentor teacher. The applications will be reviewed and teachers will be notified of their selection. Mentors will be asked to attend a training session to review the expectations of their participation in the program prior to meeting with their mentee. Participants will receive the current contractual non-instructional stipend for attending this training session. Expectations for being a mentor shall be included in the district posting of the mentor positions, as well as in the New Teacher Handbook. Expectations will not be revised without input from both parties. These appointments will be made two weeks prior to the start of school when possible. Late hires will require late assignments.
5. It is understood that the following responsibilities are part of being a mentor:
  - a. The Mentor Teacher will coordinate with the Novice Teacher to collaborate at least quarterly with the principal regarding progress, concerns and any needs for support. The purpose of this collaboration will be to help the Novice Teacher be successful. The input will not be a part of the evaluation process.
  - b. Two meetings (one per semester) will be held for all Mentors/Novice Teachers to provide training and support. These meetings will be held after school, but will not exceed two hours.
  - c. The mentor will observe the new teacher in an instructional atmosphere at least two (2) times throughout the year. Observations will be done during the school day and will be arranged between the new teacher, mentor teacher and administrator.

d. The mentee will observe his/her mentor teacher in an instructional atmosphere at least one (1) time throughout the year. Observations will be done during the school day and will be arranged between the new teacher, mentor teacher and administrator.

e. The mentor will guide the new teacher to other staff members and resources who can provide direction and support.

f. The mentor will assist the new teacher in developing and maintaining an effective classroom management plan.

g. The mentor will offer suggestions regarding a variety of teaching methods and instructional strategies.

h. The mentor will maintain confidentiality regarding all aspects of the mentoring program, including observations, conversations, etc. with the new teacher.

#### **6. Considerations for Selection of Mentor Teacher**

- Tenured teacher.
- Has received proficient or excellent on evaluations from the previous two evaluation cycles.
- Administrative discretion.

#### **J. Personnel Files**

1. Only one official file shall be kept for each bargaining unit member, and it shall be kept in the district office. However, required medical and criminal background investigation information shall be maintained separately from the file.
2. Bargaining unit members shall be entitled to view their personnel file. Inquiries shall be made not less than one (1) working day before the time requested.
3. The bargaining unit member shall review his/her file in the presence of the Superintendent or designee. The bargaining unit member is entitled to have a Union representative with her/him. Photocopies of material placed in the file may be made available to the bargaining unit member free of charge.
4. Each bargaining unit member's personnel file shall contain information relevant to his/her years of service in the District. The bargaining unit

members and the District shall each have the following responsibilities:

a. Bargaining Unit Member Responsibility

- (1) To submit required medical information (including T.B. report)
- (2) To submit official transcripts and grade reports of all undergraduate and graduate work and certification.

b. District Responsibility

- (1) Bargaining Unit Member evaluation reports
- (2) Copies of contracts/notification of re-employment
- (3) Copies of supplemental duty contracts
- (4) Letters of commendation
- (5) Letters noting curriculum involvement

5. Bargaining unit members will be notified in writing and provided a copy of any materials placed in their personnel file that are not provided by the bargaining unit member.

**K. Inclement Weather**

When schools are closed due to inclement weather conditions, the non-certified employees who are required to work shall not be docked for tardiness determined by the employee's immediate supervisor to be reasonable under the circumstances. Non-certified employees not required to work shall not be docked but will be required to work a make-up day.

**L. Annual School Year Scheduling**

In the event that classes are combined, the following shall occur:

1. At the final BLT meeting of the year, principals shall present an idea of the following year's schedule for review and discussion. The union building rep, if not also a member of the BLT team, shall be included in the discussion.
2. During the summer, each principal shall schedule one meeting with the BLT to review and revise the schedule as proposed at the end of year meeting. The union building rep, if not also a member of the BLT team, shall also be included in the meeting. BLT meetings are compensated at the hourly rate described in Appendix C of the CBA.
3. At the Union's request, a discussion shall occur within the first week of the school year between the principal and the union to discuss additional support such as a paraprofessional devoted solely to classroom management, space, furniture, and/or equipment needs. The affected teachers are also invited to attend the meeting and may include the homeroom teachers as well as the specials teacher.

4. If no agreement can be reached between the affected teachers and the principal, then at the Union's request, the Superintendent shall meet with the Union President and the affected teachers to address the impact described above.

## **ARTICLE V**

### **SENIORITY**

#### **A. Seniority - Definition**

For certified bargaining unit members, seniority is defined as the total length (days) of continuous tenured full-time and tenured part-time employment in the District. For non-certified bargaining unit members, seniority is defined as the total length (days) of continuous full-time employment in the District in one of the designated categories set forth in Section B below. Probationary employees shall have no seniority until the successful completion of the probationary period, at which time their seniority shall revert to their first day of work.

Paid leave of absence (including FMLA leave) will count as continuous employment. Unpaid authorized leave days will not count as employment for seniority purposes, but they will not be considered to interrupt continuous employment except as may be provided by the *School Code* for certified employees.

As provided by the *School Code* for the purpose of determining contractual continued service ("tenure") for a certified employee, a school term shall be counted only toward attainment of tenure if the certified employee actually teaches or is otherwise present and participating (i.e., works) in the District's educational program for 120 days or more, provided that the days of leave under the federal *Family Medical Leave Act* that the certified employee is required to take until the end of the school term shall be considered days worked. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether a certified employee has been employed for 4 consecutive school terms, provided that the certified employee actually works the following school term.

For full-time employment for less than a full-year's service for a certified bargaining unit member, seniority credit shall be recognized so long as the certified employee works 120 days or more of a normal full-time work year for his/her position. For full-time employment for less than a full-year's service for a non-certified bargaining unit member, seniority credit shall be recognized so long as the employee works one-half of a normal full-time work year for his/her



position.

Work for purposes of this contract is defined as actual days worked. However, for a non-certified employee, up to sixty (60) accumulated sick leave days and/or personal days will be considered as days worked.

If more than one employee has the same length of continuous service, seniority shall be determined by date of hire. The date of hire shall be defined to mean the first day of work or the date of Board action approving employment, whichever shall first occur. A tie shall be broken by lottery.

- B.** A non-certified employee shall retain his/her seniority when moving from one category to another. For the purposes of reduction-in-force, all non-certified employees shall be placed in one of the following categories based upon their current assignments:

1. Instructional Aide
2. Health Aide
3. School Secretary
4. Media Aide
5. Clerical Aide

**C. Seniority List**

The Board shall prepare a seniority list of all bargaining unit members (by non certified staff category) by February 1st of each year and post it on the Union's bulletin board as well as giving a copy to the Union president. The list shall include the date of Board approval for each member beginning upon contract ratification. Prior to that, each employee will be provided with a listing from the business office to verify his/her seniority. Each employee shall have the right within ten (10) business days after the receipt of the listing to return it to the district office indicating whether or not the information is correct. Failure of an employee to make a timely objection shall be deemed to be an acceptance of the listings.

It is understood that for certified employees, the seniority list is distinct from the sequence of honorable dismissal list that is prepared annually by the District under the *School Code*.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

**A. Definition**

A grievance is a written claim that there has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.

**B. General Provisions**

1. A bargaining unit member shall be represented by the Union when meeting with an administrator regarding a grievance at Level 1 or beyond of the grievance procedure.
2. If a grievance arises from the action of authority higher than the principal of a school, such grievance may be advanced to appropriate steps of the grievance procedure.
3. A bargaining unit member who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
4. Failure to comply with any steps of this procedure to communicate the decision of a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
5. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
6. All references to "days" mean school days, except that between the end of the school year in June and the beginning of the next school year, "days" shall mean days when the District's business offices are open.
7. All time limits may be extended by mutual agreement between the parties.

8. No materials relevant to grievances shall be inserted in a bargaining unit member's personnel file. All records related to the processing of a grievance shall be filed separately from the personnel files of the participants.
9. Grievances must conform with the provisions of the mutually approved grievance form, attached to this Agreement as Appendix E.
10. Failure to follow the time limits, except when mutually extended, shall act as a bar to further processing of the grievance.

### **C. Procedure for Adjustment of Grievances**

The parties hereto acknowledge that it is usually most desirable for a bargaining unit member and the bargaining unit member's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the bargaining unit member or the Union, a grievance may be processed as follows:

#### **1. Level One:**

Within fifteen (15) days of the time a grievance arises, the Union shall submit the written grievance to the immediate supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. Within fifteen (15) days after a meeting on the written grievance, the supervisor shall provide the Union a written answer on the mutually approved form.

#### **2. Level Two:**

The Union may, within ten (10) days of receipt of the immediate supervisor's answer, submit the grievance to the Superintendent or a designated representative. A mutually convenient meeting will be called by the Superintendent with the Union within ten (10) days after receipt of the grievance appeal. At the meeting, witnesses may be called as desired by either party to substantiate any evidence presented. Within ten (10) days following the meeting, the Superintendent or designee will provide the Union with a written answer to the grievance on or attached to the mutually approved form.

#### **3. Level Three:**

If the grievance cannot be settled at the second stage, the grievance shall be submitted to the Board 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 Union shall present a written brief to the Board within

five (5) working days before they present the case orally. Within ten (10) working days following the meeting, the Board will provide the Union with a written answer to the grievance on or attached to the mutually approved form.

**4. Level Four:**

If the grievance is not resolved satisfactorily to the Union at Level Three, the Union may submit to the American Arbitration Association, in writing, within fifteen (15) days after receipt of the Level Three decision, a request to enter into binding arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties in accordance with the procedures established by the American Arbitration Association.

**D. Payment of Expenses**

Expenses for the arbitrator's services and arbitration expenses which are common to both parties shall be borne equally by the Board and the Union. Each party in an arbitration proceeding shall be responsible for compensating its own representation and witnesses.

**E. Role of Arbitrator**

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority will be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Union. The decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.

## **ARTICLE VII**

### **PAID LEAVES**

#### **A. Sick Leave (TA 6/9/22)**

Each full-time bargaining unit member shall be entitled to ten (10) days of sick leave each school year. Part-time employees shall be offered sick leave on a prorated basis. After completion of ten (10) full-time years of service in the District, a bargaining unit member shall be entitled to twelve (12) days of sick leave each school year. After completion of twenty (20) full-time years of service in the District, a bargaining unit member shall be entitled to fifteen (15) days of sick leave each school year.

Sick leave shall be interpreted to mean personal illness (including mental health), quarantine at home or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family for purposes of this section shall include the spouse, children, parents, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. An employee using a sick day must notify the District as soon as possible, but no later than 8:00 a.m. unless exceptional circumstances warrant later notice, but in no event should the notice be provided later than 8:20 a.m.

The Board may require a certificate from a physician licensed in Illinois to practice medicine and surgery in all its branches, a chiropractic physician licensed in Illinois, an advanced practice nurse who has a written collaborative agreement with a collaborating physician that authorizes the advanced practice nurse to perform health examinations, or a physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or, if the treatment is by prayer or spiritual means, that of a spiritual adviser or practitioner of the bargaining unit member's faith, as a basis for pay during leave after an absence of three (3) days for personal illness or thirty (30) days for birth, or as the Board may deem necessary in other cases. If the Board does require a certificate as a basis for pay during leave of less than three (3) days for personal

illness, the Board shall pay, from school funds, the expenses incurred by the bargaining unit member in obtaining the certificate. For paid leave for adoption or placement for adoption, the Board may require that the bargaining unit member provide evidence that the formal adoption process is underway, and such leave is limited to thirty (30) days.

In the case of leave under the Family and Medical Leave Act for birth or adoption, the bargaining unit member may, at his/her option, utilize sick leave as permitted under this Section provided the bargaining unit member submits medical certification, if required, from his/her, his/her spouse's or the child's medical provider. In the case of adoption, the employee may, at his/her option, utilize sick leave as permitted under this Section during a FMLA leave after submission of evidence that the formal adoption process is underway.

The Board's contribution towards insurance continues during an employee's use of sick leave.

Unused sick leave days shall accumulate from year to year to a maximum of 340 days. Bargaining unit members shall be notified in writing at the beginning of each school year as to the current number of such days they have accumulated.

Absence due to injury incurred in the course of employment shall not be charged against a bargaining unit member's sick leave days during the three (3) day required eligibility period under workers' compensation laws if the bargaining unit member is not reimbursed by workers' compensation.

#### **B. Personal Leave - (TA 7/29/2022)**

Each full-time bargaining unit member shall be entitled to ~~two~~ three (2) (3) days of personal leave each school year. Part-time employees shall be offered personal leave on a prorated basis.

Bargaining unit members shall notify the Superintendent at least three (3) days in advance of the leave unless unavoidable. ~~Personal leave may be used to transact personal or legal business which cannot be transacted out of school hours.~~ It shall not be necessary for the bargaining unit member to include the reason for personal leave when making this request. Personal leave may not be used for outside employment. The Superintendent or designee has the right to refuse a personal day if the request does not meet the criteria established in this Section.

Except for very unusual circumstances, which would in advance be explained to and approved by the Superintendent, personal leave shall not be allowed to be taken immediately prior nor immediately after a holiday, vacation period, institute or in-service day, nor the first or last week of the school term. Unless related to illness or FMLA leave or a Board approved unpaid leave of absence, bargaining unit members may not be permitted additional unpaid days off.

Unused personal leave days may accumulate from year to year, but may not exceed ~~three~~ four ~~(3)~~ (4) days. Any additional unused personal leave shall be allowed to accumulate as sick leave.

BOE agrees to language "may"

**C. Bereavement Leave (TA 5/17/22)**

1. Up to five (5) full days of absence may be used without a salary deduction or reduction in sick leave reserve for each bargaining unit member where absence is the result of the death of a parent, spouse or child. Up to three (3) full days of absence may be used without a salary deduction or reduction in sick leave reserve for each bargaining unit member where absence is the result of the death of a member of the immediate family for purposes of this section shall include the spouse, children, parents, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law

and legal guardians. In addition, the Superintendent may grant to a bargaining unit member up to five (5) additional full days of absence without a salary deduction or reduction in sick leave for such a death in the immediate family.

2. One day of bereavement leave will be granted for the following extended family members who include aunts, uncles, nieces and nephews.

Up to an additional three (3) days absence without a salary deduction may be granted by the Superintendent.

**D. Union Leave**

In the event the Union desires to send representatives to local, state, or national conferences or for the conduct of normal and necessary Union business, representatives shall be excused without loss of pay, provided the Union reimburses the District for the normal cost of the substitutes. The Superintendent must be provided three (3) days' notice of the intent to use, and the number of days per year used may not exceed ten (10) days. Union days may not be used on a fractional basis, and this benefit is limited to ten (10) days per year for the Union and is not per bargaining unit member. However, no more than five (5) such days per year may be utilized by certified or non-certified employees, and no more than four (4) employees may be absent on a given work day.

#### **E. Religious Leave**

Bargaining unit members whose recognized religious holidays are not observed on the regular school calendar as legal holidays shall be permitted to take up to two (2) days annually without loss of pay. Bargaining unit members shall notify the Superintendent at least five (5) days in advance of the leave whenever possible.

#### **F. Jury Duty**

Any bargaining unit member who is required to serve on jury duty during the school year shall receive full salary during the period of such service, provided the bargaining unit member submits to the Business Office a copy of the check issued by the courts for jury service. Upon receipt of payment for such duty, the bargaining unit member may keep the payment.

#### **G. Sick Leave Bank**

1. A full-time bargaining unit member shall be eligible to participate in a Sick

Leave Bank program, provided the bargaining unit member:

- a. Has served the District at least two (2) full years.
  - b. Has accumulated sick leave days from a preceding year of service.
  - c. Contributes two (2) personal sick leave days from personal accumulation to the Sick Leave Bank. Such days are non-returnable.
  - d. Agrees to the rules and regulations of the Sick Leave Bank which may be amended.
  - e. Makes application on the Union provided form prior to October 1 of any school year.
2. If a bargaining unit member fails to join the Sick Leave Bank by October 1 of the first year of eligibility, then the bargaining unit member is not eligible to withdraw days from the Sick Leave Bank until one (1) calendar year after the bargaining unit member elects to participate.
3. If a member of the Sick Leave Bank resigns membership in the Sick Leave Bank, he/she is permanently ineligible for benefits and membership.
4. The Union shall notify the Board, in writing, when enrolled participants must contribute additional days to the Sick Leave Bank. The Union shall notify the Board as to the necessity of an additional contribution, and the number



of days to be contributed by each enrolled participant, by October 1 each school term. The Union may notify the Board as to the necessity of one additional contribution for each school year of the Agreement. The Board may, in its sole and non-reviewable discretion, waive the requirements of this Section and grant an additional contribution. Such waiver shall be without precedential effect. Membership in the Sick Leave Bank automatically obligates a bargaining unit member to contribute additional day(s).

5. The number of days in the Sick Leave Bank shall not exceed three (3) times the number of currently enrolled members. The maximum number of days per school year which may be withdrawn by all bargaining unit members' is limited to three (3) times the number of current Sick Leave Bank members.
6. Resignation or dismissal from the School District shall terminate Sick Leave Bank membership. A resigned or terminated bargaining unit member shall not be entitled to claim days contributed to the Sick Leave Bank, nor shall such resigned or terminated bargaining unit member be eligible for any benefits of membership after the effective date of resignation or termination.
7. A Sick Leave Bank member who is on an authorized, unpaid leave from the District shall be an inactive member in good standing who will not be eligible to withdraw days or benefits from the Sick Leave Bank. Such bargaining unit member shall be required to contribute to the Sick Leave Bank any days assessed on Sick Leave Bank members during the time of the unpaid leave at the time of return to active membership.
8. All withdrawals from the Sick Leave Bank shall be authorized solely by the Union. Authorized withdrawal by participating members from the Sick Leave Bank must be accompanied by:
  - a. A written application for benefits which shall have reasonable documentation, as may be required, evidencing a legitimate need for Sick Leave Bank days.
  - b. The exhaustion of available personal accumulated sick leave.
  - c. An individual must experience one (1) day of leave without wages between the exhaustion of available personal illness days and a withdrawal of benefits from the Sick Leave Bank for the personal illness of the employee and five (5) days without pay in the case of a catastrophic illness of a dependent child. An individual shall experience the aforementioned relevant loss of wages at the time of each access to the Sick Leave Bank.
9. Sick Leave Bank benefits are limited to personal illness of the bargaining unit member or catastrophic illness of a dependent child requiring constant

care by the employee.

10. A bargaining unit member must have returned to active service for ten (10) work days after using days withdrawn from the Sick Leave Bank before he/she is eligible to make a subsequent withdrawal from the Sick Leave Bank.
11. Withdrawal of days by an individual bargaining unit member for personal illness is limited to sixty (60) work days per school year. In addition, withdrawal of days is limited to thirty (30) work days per school year for catastrophic illness of a dependent child.
12. Any member who is receiving disability benefits from the Teachers' Retirement System / IMRF, or who is absent for illness due to a work-related injury (which is compensable under the Illinois Workers Compensation Act), is not eligible for Sick Leave Bank benefits.
13. The Union agrees with respect to the operation of the Sick Leave Bank that it will hold harmless and defend the Board, its members, employees and/or agents, as regards any action, complaint or suit of any type, provided only that the Board shall fulfill its responsibilities as set forth above. In the event any action, complaint or suit of any type in any form shall be brought against the Board, its members, employees and/or agents, the Board shall retain the exclusive right to select counsel to defend such action, complaint or suit.
14. The District business manager will annually notify the Union President by September 15th of all bargaining unit members eligible to participate in the Sick Leave Bank program and will provide the Union President, upon request, with the number of days in the Sick Leave Bank and its current status. The Union shall provide the District business manager with all information necessary for the proper maintenance of records.

#### **H. Attendance Incentive (TA 6/29/2022)**

Bargaining unit employees who use a total of one (1) or less sick leave days and personal leave days in a quarter shall receive additional compensation as follows:

0 days missed ~~\$125.00~~ \$150  
Up to 1 day missed ~~\$75.00~~ \$100

#### **Union agrees.**

The additional compensation shall be paid quarterly at the end of the quarter in which the employee earns the attendance award. However, in no event shall an employee who has provided a notice of retirement receive greater than a 6%

increase in total creditable earnings for the school year during which an attendance incentive is paid.

Annually, the Superintendent and Union President, or their respective designees, will address bargaining unit employees regarding the uses of leaves and to emphasize the importance of high staff attendance levels to continuity of instruction and student learning.

## **ARTICLE VIII**

### **UNPAID LEAVES**

#### **A. Provisions Applicable to All Unpaid Leaves of Absence (TA 7/29/2022)**

1. Application for an unpaid leave of absence, excepting leaves under the federal Family and Medical Leave Act, shall be made in writing to the Superintendent at least ninety (90) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by March 1st of the preceding year. An emergency request for a leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.
2. Any available paid leave is required to be substituted for unpaid FMLA leave, except that an eligible employee may, at the employee's option, reserve up to and not more than ten (10) available paid sick leave days during the twelve (12) month FMLA period. This Section is only applicable to absences that qualify for leave under the Family and Medical Leave Act.
3. Arrangements for such leave shall be made by discussing the same with the Superintendent. The bargaining unit member and the Superintendent shall determine the beginning and ending dates of such leaves, and following such discussion, the bargaining unit member shall submit to the Board a written request for such leave.
4. If a bargaining unit member has worked at least one-half of his/her normal full-time work year, she/he shall receive credit on the salary schedule for completion of the year of service. A bargaining unit member shall neither accrue (unless on a FMLA leave) nor lose seniority while on a leave. ~~Any bargaining unit member granted a Board approved leave will not lose any accrued sick days.~~ Additional seniority, sick days and vacation days are not

accrued while on a leave except as may be otherwise required by law.

5. If, during the leave, the purpose for such leave terminates and a bargaining unit member wishes to return to service prior to the expiration of such leave, subject to scheduling efficiency, continuity of instruction, and the Superintendent's consent, the bargaining unit member will be assigned to an available vacancy for which she/he is qualified.
6. A bargaining unit member must notify the Superintendent of intent to return on or before March 1 of the school year preceding the intended return. Failure to so notify by March 1 shall be deemed a voluntary submission of resignation from employment in the District.
7. After the expiration of any insurance benefits for a leave under the federal Family and Medical Leave Act, a bargaining unit member may make arrangements for maintaining insurance benefits at her/his own expense for a period of time not to exceed two years or as may be otherwise permitted by the insurance carrier.
8. Any bargaining unit member who has been granted a leave of absence shall not become eligible for a subsequent leave for non-disability related reasons unless and until the bargaining unit member has returned to full-time service for a least one (1) complete school year. The Board may, in its sole and non-reviewable discretion, waive the requirements of this Section and grant a subsequent leave. Such waiver shall be without precedential effect.

#### **B. Child Rearing Leave**

1. A non-certified bargaining unit member who has completed three (3) consecutive years of full-time service or any tenured teacher may request and shall be granted a child rearing leave without pay, subject to this provision and the general conditions applicable to all leaves as set forth in Section A above. If such leave begins on or after March 1, the bargaining unit member may have the remainder of the school year plus one (1) additional school year. Leaves which begin prior to March 1 are limited to the remainder of the school year. In the latter instance, the Board, in its sole discretion, may grant an extension of such leave for one (1) additional school year. The Board may, in its sole and non-reviewable discretion, waive the requirements of this Section and grant a child rearing leave to a non-tenured teacher. In the case of either birth or adoption, child rearing leave shall begin following the employee's permitted use of Sick Leave and the expiration of FMLA leave, if applicable.
  - a. Nothing in this Section shall be deemed to prohibit a pregnant bargaining unit member from working until and when the

pregnancy becomes disabling and prevents her from performing her assigned duties. If at any time during the pregnancy she becomes temporarily disabled, she may utilize whatever sick leave benefits she may have accrued (if any) during such disability, and then return to work when she is physically able.

### **C. Professional Leave**

A tenured teacher who has at least six (6) years of service to School District No. 124 may apply for and shall be granted a leave of absence without pay for a period of time not less than, and coterminous with, one (1) full school year, for the purpose of advanced study bearing some direct relationship to an area of teaching or educational administration presently a part of the School District No. 124 educational program. The teacher requesting the leave may be pursuing advanced study not directly related to his/her assignment. Said leave shall be in accordance with the general leave conditions set forth in Section I above.

### **D. Extended Personal Leave**

A bargaining unit member who has completed four (4) consecutive years of full-time service may apply for leave of absence without pay for compelling personal reasons. If the request for the leave is related to an FMLA qualifying leave, the employee must have exhausted all their accrued sick leave before applying for extended personal leave. Any available paid leave is required to be substituted for unpaid FMLA Leave. ~~to such as, but not limited to, extended personal illness or illness in the immediate family (if the employee has exhausted their accrued sick leave), additional education, travel, study or other career alternatives. Bargaining unit members who have at least two (2) years of service to School District 124 may apply for an unpaid leave of absence for extended personal illness or illness in their immediate family (if the employee has exhausted their accrued sick leave).~~ The terms and conditions of such leave shall be subject to the recommendations of the Superintendent and approval by the Board and shall comply with the general leave conditions set forth in Section A above.

**Union requests BOE's response to Union's previous proposal**

**ARTICLE IX**  
**COMPENSATION AND BENEFITS**

**A. Salary**

1. For the ~~2019-2020~~2022-2023, ~~2020-2021~~2023-2024 and ~~2021-2022~~2024-2025 school years, bargaining unit members shall be paid in accordance with the compensation schedules attached to the end of this Agreement as Appendix A - Certified Salary Schedules, Appendix B - Classified Salary Schedules, Appendix C – Extra Duty Schedule, and Appendix D - SWIC Conference Stipends.

~~In the 2020-2021 school year, During the term of this contract certified staff members shall receive the following increases \$2,700.00 added to their 2019-2020 base pay. Where the \$2700.00 base payment results in less than a 6.51% increase, the staff member shall receive a one-time bonus to result in a combined total of 6.51%, payable at the end of the school year in a lump sum. This amount will be prorated for staff members hired during the 2020-2021 school year.~~

2022-2023: ~~2.6%~~ 5.9%

2023-2024: ~~2.7%~~ 5.9%

2024-2025: ~~2.7%~~ 5.9%

Appendix A: ~~Extend Lanes BA & BA+15 by 1 step~~

Appendix C: ~~Union counters with a freeze on year 1 and year 2 and an increase reflective of the salary percentage of year 3 of the contract.~~

Non-certified staff shall receive the following increases:

2022-2023: ~~\$0.65~~-\$1.75

2023-2024: ~~\$0.65~~-\$1.75

2024-2025: ~~\$0.75~~-\$1.75

2. Full credit may be granted on this salary schedule for a maximum of ten (10) years of successful teaching experience earned while fully certified and regularly assigned as a teacher in an accredited elementary or secondary school. Additional credit beyond ten (10) years may be granted at the Board's discretion.
3. Social Workers and speech pathologists will be initially placed on the MA 30 lane.
4. In addition to the annual salary paid to the teachers as shown on the compensation schedules (Appendices A and D), the Board shall pay on behalf of the teacher to the State of Illinois Teachers' Retirement System (TRS) 4.5% of the required contributions to said pension system. The teacher shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from the State of Illinois Teachers' Retirement System. The Board and teacher acknowledge that the teacher did not have the option of choosing to receive the contributed amounts directly instead of having such contributions paid by the Board to TRS, and further acknowledge that such contributions are made as a condition of employment to secure the teacher's future services, knowledge, and experience. The remaining portion of the teacher's required contribution to TRS and the contribution to the Teachers' Health Insurance Security Fund will be deducted from the salary of each teacher.
5. The starting salary of a new non-certified employee with previous experience will be determined by the Superintendent. No new employee shall begin at a step higher than step 5.
6. Pay days shall be on alternating Fridays beginning not later than the second Friday following the first day of school each school year. A new bargaining unit member will be paid on a twenty-six (26) consecutive paycheck schedule and by direct deposit. Current bargaining unit members will be paid on a twenty-six (26) consecutive paycheck schedule. Current bargaining unit members who are not utilizing direct deposit may elect, but are not required, to add direct deposit at any time. Bargaining unit

members who participate in direct deposit may not withdraw such elections.

#### **B. Overtime - Non-Certified Employees**

1. All overtime requires pre-approval by the Superintendent or his/her designee.
2. Overtime shall be any work performed outside the scheduled work times in excess of the normal work week and/or normal work day.
3. Overtime shall be paid at one and a half time the non-certified employee's regular hourly rate of pay for all hours worked in excess of 40 hours. Non certified employees may take comp time in lieu of overtime pay with prior approval of the Superintendent or designee.
4. Work assigned and performed outside of the normal work schedule that does not qualify for overtime pay shall be paid at the non-certified employee's regular rate of pay and shall be voluntary only.
5. Any non-certified employee on overtime shall be entitled to a paid fifteen (15) minute break within two hours of overtime worked. If the overtime exceeds four hours, the non-certified employee shall be entitled to a duty free lunch.
6. Selection for overtime shall be first by the holder of the position involved and then on a rotating basis by seniority among non-certified employees qualified to do the work required.
7. If the non-certified employee is called in to work overtime on a paid holiday, the non-certified employee shall be paid double time for the hours worked.

#### **C. Professional Development**

A bargaining unit member may apply to the Superintendent or designee to attend professional conferences, meetings or workshops. Attendance may be authorized with or without full pay and expenses.

##### **1. Certified Staff**

Professional development is an approved experience planned and conducted by the District or through an external agency for the purpose of strengthening the certified staff and/or District in curriculum, instruction, personnel, support services or other areas. All professional development experiences are subject to the pre-approval of the Administration.

Certified staff successfully completing in-District approved professional



development outside regular school hours shall be:

- a. Awarded CPDU credit based upon ISBE guidelines; and
- b. Paid at the professional development rate (Appendix C) when the program focus is implementation of a new or updated program and training is required to implement the program. When compensation will be paid, the program announcement shall so specify.

District 124 will pay the registration fee for teachers successfully completing out-of-District approved professional development.

"Successful completion" for purposes of this provision means completion of all stated activity requirements as announced in the course description and as required by ISBE certificate renewal regulations.

## **2. Non-Certified Staff**

Non-certified staff who are covered by this Agreement will be eligible for staff development classes offered through the school district. If the class is offered outside normal work hours, non-certified staff will be compensated at their hourly rate or with comp time, whichever the employee chooses.

## **D. Tuition Reimbursement**

### **1. Certified Staff**

For each school year of this Agreement, the Board shall set aside the amount of \$22,000.00 for tuition costs for eligible certified staff members. The pool will be distributed to all certified staff members who have completed two (2) years of service in District 124 taking graduate courses, with reimbursement up to \$150.00 per credit hour, but not to exceed the actual tuition paid by the certified staff member or the total dollars in the tuition pool.

\$15,000 of the pool shall be used for Pool A and \$7,000 shall be used for Pool B. If the Pool A and B funds are not exhausted for a given school year, the remaining balances shall be carried forward to Pool A for the following school year.

#### **Pool A:**

The graduate-level coursework is to obtain additional certification and/or approval to fulfill District areas of need as determined by the District annually for coursework taken during the following school year of this Agreement. The District shall designate areas of need for the following

school year and publish the same to the bargaining unit members and the Union by January 15 each year (e.g., for the 2020-2021 school year, publication by January 15, 2020). An area of need must be designated annually for coursework to be eligible for reimbursement for the following school year. However, a certified staff member who undertakes a program to fulfill an area of need while so designated by the District shall remain eligible for reimbursement from Pool A for coursework taken to complete such program. All coursework undertaken under Pool A remain subject to the Eligibility provisions set forth below.

#### Pool B:

Graduate-level coursework subject to the Eligibility provisions set forth below.

#### Eligibility

Certified employees eligible for Tuition Reimbursement shall be reimbursed for the actual tuition costs of graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

- a. The graduate-level course was approved by the Superintendent or designee within two (2) weeks of enrollment in the course.
- b. The employee attained a grade of "B" or better in the course (or a grade of "passing" in the event no letter grades were assigned).
- c. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
- d. Only courses taken in the school year prior to the current school year will be eligible for reimbursement.
- e. The Superintendent or designee may approve undergraduate course work at his/her discretion.
- f. The employee requested reimbursement in accordance with the procedures set forth below.

Reimbursement funds will be distributed in the second payroll in October of the following school year. Any certified staff member who resigns prior to the first day of the following school year will not be eligible for reimbursement. A certified staff member must complete a Tuition Reimbursement Request, present official transcript(s) and cost receipt showing payment to the Office of the Superintendent by September 15. Tuition costs shall be reimbursed only for coursework that meets requirements as specified in the Eligibility requirements listed above.

## **2. Non-Certified Staff**

For each school year of this Agreement, the Board shall set aside the amount of \$6,000 for tuition costs for eligible non-certified staff members. The pool will be distributed to all non-certified staff members who have completed two (2) years of service in District 124 taking undergraduate or graduate courses, with reimbursement up to \$150.00 per credit hour, but not to exceed the actual tuition paid by the non-certified staff member or the total dollars in the tuition pool.

### **Eligibility**

Non-certified employees eligible for Tuition Reimbursement shall be reimbursed for the actual tuition costs of undergraduate or graduate-level course work beyond a degree, subject to the maximum hourly costs set forth above, provided that the following conditions have been met:

- a. The coursework is to obtain certification and/or approval to fulfill District areas of need as determined by the District annually for coursework taken during the following school year of this Agreement.

The District shall designate areas of need for the following school year and publish the same to the bargaining unit members and the Union by January 15 each year (e.g., for the 2020-2021 school year, publication by January 15, 2020).

An area of need must be designated annually for coursework to be eligible for reimbursement for the following school year.

- b. The course was approved by the Superintendent or designee within two (2) weeks of enrollment in the course.
- c. The employee attained a grade of "B" or better in the course (or a grade of "passing" in the event no letter grades were assigned).
- d. The costs being submitted for reimbursement have not already been paid to, or on behalf of, the employee by another source.
- e. Only courses taken in the school year prior to the current school year will be eligible for reimbursement.
- f. The employee requested reimbursement in accordance with the procedures set forth below.

Reimbursement funds will be distributed in the second payroll in October of the following school year. Any non-certified staff member who resigns prior to the first day of the following school year will not be eligible for

reimbursement. A non-certified staff member must complete a Tuition Reimbursement Request, present official transcript(s) and cost receipt showing payment to the Office of the Superintendent by September 15. Tuition costs shall be reimbursed only for coursework that meets requirements as specified in the Eligibility requirements listed above.

#### **E. National Board Certification**

Certified bargaining unit members who elect to pursue a National Board Certified Teacher ("NBCT") certificate from the National Board for Professional Teaching Standards shall receive the following:

1. The Board shall pay the NBCT processing fee.
2. The Board and the certified bargaining unit member shall equally share the NBCT assessment fee beyond any State of Illinois funding for the fee. However, upon completion of certification, the Board shall reimburse the certified bargaining unit member for his/her share of the NBCT assessment fee.
3. A certified bargaining unit member who holds an active National Board Certificate shall annually receive a five hundred dollar (\$500.00) stipend from the Board in addition to a stipend funded by the State of Illinois, if any. If the State of Illinois provides a stipend to a certified bargaining unit member holding an active National Board Certificate, the Board shall contribute to TRS for the stipends at the same rate as the Board's contribution to TRS for normal payroll.

#### **F. Movement on Salary Schedule**

Course work measured in semester hours completed and confirmed before September 15 by official transcript or university letter (transcript must follow) from an NCATE or comparably accredited senior college placed on file in the office of the Superintendent will be used to determine initial placement or horizontal advancement on the salary schedule, subject to the following conditions:

1. Graduate course work must be awarded an official grade of "B" (i.e., traditional A, B, C, D grades are awarded) or "Pass" (if Pass/Fail grades are awarded).
2. Only with the Superintendent's or his/her designee's prior approval will undergraduate course work earned after the bachelor's degree be used for advancement.

3. Graduate course work must be:

- a. Directly related to the present educational program of District #124; or
- b. Part of a course of study approved by an assigned graduate degree advisor, leading to a graduate degree in any area related to elementary school teaching as presently exists in District #124, including such graduate programs as elementary education, special education or curriculum, with an emphasis toward elementary level education, and administration.
- c. Courses not covered under paragraphs 3a or 3b above must be approved by the Superintendent or designee prior to the beginning of the course to be used for advancement.

- 4. Advancement will be retroactive to the beginning of the school year for completion of coursework that is substantiated by September 15 of the current school year. Salary adjustments will be made for the remaining pay checks as soon after the Sept. 15<sup>th</sup> notification deadline as possible, but no later than the first pay check in November. Advancement will be retroactive to the beginning of the second half of the school year for completion of coursework that is substantiated by February 15 of the school year. Salary adjustments will be made for the remaining pay checks as soon after the February 15<sup>th</sup> notification deadline as possible, but no later than the first pay check in April. A teacher is limited to one (1) move per school year.
- 5. A certified staff member must have pre-approved, graduate-level course work to move beyond the MA lane. To obtain prior approval of a graduate course from MA to MA+30, a certified staff member must submit an application for approval and attach a course description.
- 6. District approved professional development completed outside regular school hours shall be equated to graduate credit hours for purposes of horizontal advancement.
  - a. Hours of class time shall be equated to graduate work taken at the university level. One (1) semester hour of credit will be awarded for each fifteen (15) hours of class attendance.
  - b. Graduate credit awarded for professional development cannot be considered for eligibility in moving from the BA to MA Lane. The credit shall allow movement within the BA and MA Lanes, such as movement from BA to BA+15, MA to MA+15, and MA+15 to MA+30.
- 7. Vertical movement on the compensation schedule shall be limited to one (1) step per year. A certified staff member who works one-half or more of a

normal full-time work year for his/her position shall receive full credit for one year's service on the compensation schedule provided, however, that such certified staff member shall work at least seven full days, scheduled at the discretion of the principal, for use as institute days and parent-teacher conferences. Work for purposes of this contract is defined as actual days worked. Up to 60 accumulated sick leave days and/or personal days will be considered as days worked. A certified staff member who works less than one-half of a normal full-time work year for his/her position shall receive full credit for one year's service on the compensation schedule for every two years worked.

**G. Summer School Compensation (TA 6/9/22)**

1. Certified bargaining unit members will be compensated per hour at the summer school rate set forth in Appendix C of this Agreement.
2. Non-certified bargaining unit members who work summer school year will be paid a premium of ~~\$1.00~~ ~~\$0.75~~ ~~\$.50~~ an hour above the regular at their current hourly rate, for actual hours worked.

**H. Toileting and/or Feeding Students (TA 6/9/22)**

1. An instructional paraprofessional who is responsible for providing constant assistance for toileting a child will receive an additional \$2.00 an hour during this Agreement ~~the following additional compensation per hour for the school year indicated:~~

~~2019-2020 \$1.50~~  
~~2020-2021 \$1.70~~  
~~2021-2022 \$1.90~~

2. An instructional paraprofessional who is responsible for providing constant assistance for tube feeding a child will receive an additional \$4.10 an hour during this Agreement ~~the following additional compensation per hour for the school year indicated:~~

~~2019-2020 \$3.40~~  
~~2020-2021 \$3.70~~  
~~2021-2022 \$4.00~~

## **I. Translations**

### **1. Certified**

A certified employee who provides informal written or oral translations (i.e., informal notes, short documents, phone calls, short meetings, etc.) during his/her normal work day will not receive additional compensation.

A certified employee who with the pre-approval of his/her principal and bilingual coordinator provides formal written or oral translations (i.e., report cards, comments on report cards, progress reports, forms, IEP meetings or records, Parent-Teacher Conferences, lengthy meetings, etc.) during his/her normal work day beyond one plan period per week or at any time outside the normal work day shall receive the Translation Extra Duty stipend as listed in Appendix C.

### **2. Non-Certified**

A non-certified employee who provides informal written or oral translations (i.e., informal notes, short documents, phone calls, short meetings, etc.) during his/her normal work day will not receive additional compensation. A non-certified employee who with the pre-approval of the principal and bilingual coordinator provides formal written or oral translations (i.e., report cards, comments on report cards, progress reports, forms, IEP meetings or records, Parent-Teacher Conferences, lengthy meetings, etc.) during his/her normal work day shall receive three dollars (\$3.00) per hour in addition to his/her regular hourly rate of pay.

A non-certified employee who with the pre-approval from the principal and bilingual coordinator provides written or oral translations (formal or informal) outside the normal work day shall receive three dollars (\$3.00) per hour in addition to his/her regular hourly rate of pay.

If a non-certified employee's work week exceeds forty (40) hours, the employee's overtime rate will be calculated in accordance with the Fair Labor Standards Act.

## **J. Check Withholding**

Upon receipt of a written request from the bargaining unit member, the Board shall deduct from such bargaining unit member's regular paychecks any money designated by the bargaining unit member for purposes of credit union, union dues, or Board approved tax sheltered annuity or insurance plan(s) as requested and shall remit the amount to the person or company designated.

## **K. Insurance (TA 7/29/22)**

### **1. Group Medical, Dental and Vision**

The Board shall provide each bargaining unit member an amount annually (pro-rated for less than one (1) year of employment) to be used to reduce the costs of Group Medical, Dental (optional to the bargaining unit member) and Vision insurance premiums, and in the case of the employee's participation in the HSA Plan to the employee's HSA ("Health Savings Account"), up to the following amounts.

#### **a. Board Contribution to PPO Plans:**

Single	80%
Single + 1	70%
Family	70%

#### **b. Board Contribution to HMO Plan for all contract years:**

Single	90%
Single + 1	75%
Family	75%

#### **c. Board Contributions to the HSA Plan and an employee's HSA for all contract years:**

Single	90%	\$1,500
Single + 1	75%	\$1,700
Family	75%	\$ 2,200

The HSA contribution will be prorated for an employee who begins work after July 1 of a school year.

Changes in medical coverage may only be made annually prior to January 1 to become effective January 1. The only time a change to medical coverage will be allowed other than June would be during a qualifying event. Qualifying events include marriage, divorce, birth/adoption of a child and loss of a spouse's coverage. Evidence of insurability may be required before the insurance can become effective.



If Plan E medical coverage is no longer available, the Board and the Union, with the recommendation of the Insurance Committee, will endeavor to find a policy of insurance that provides comparable benefits at a comparable cost.

**BOE counters with no movement on insurance coverage and rejects the district insurance program of the \$1,000 stipend.**

The Board shall establish and maintain a "flexible benefits plan" in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, a bargaining unit member may elect to have the Board reduce his or her pay and contribute such amounts, in accordance with the plan document, towards the premiums for the District's health, dental and vision insurance plans which are not paid by the Board. The Board shall pay the administrative costs and expenses for maintaining the plan. The Board does not warrant that the payment reductions made in the amounts as listed on the compensation schedule by the Board for the bargaining unit member as set forth above are deemed excludable from the bargaining unit member's gross wages, and as such, the Union and each individual bargaining unit member shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of insurance premiums in accordance with the provision of the flexible benefits plan.

## **2. Life Insurance**

The Board shall provide each bargaining unit member with group term life insurance coverage in the amount of \$50,000 until the age of seventy (70) is attained, or in accordance with the terms and conditions of the insurance carrier, at which point the amount shall be reduced by 50%.

Each bargaining unit member may purchase additional group term life insurance subject to availability and rules of acceptance by the life insurance carrier. The additional insurance may be purchased up to a total additional amount not exceeding the annual salary of the bargaining unit member.

## **L. Part-Time Bargaining Unit Member Benefits (TA 7/29/2022)**

Part-time bargaining unit members shall be provided with salary, sick/personal leave, religious and bereavement leave on a pro-rata basis. Medical, dental and vision insurance on a pro-rata basis of the Board contribution set forth in Section I

above will be provided if the bargaining unit members are eligible under the District's Group Medical and Dental plan.

Eligible certified part-time employees who work at least .5 FTE and are participating in an approved job share ~~(those who work 600 hours or more per year)~~ shall be afforded group medical, dental and vision insurance premiums on a pro-rata basis. The Board shall pay its share of premiums on a pro-rata basis. Such amount shall not exceed the actual costs of the annual premiums for the employee's elected coverage.

#### **M. Job Sharing**

1. Two full-time bargaining unit members with a minimum of two (2) years' experience interested in sharing a single position during the coming school year shall develop a written proposal and shall submit it to the Superintendent no later than March 1.
2. Approval of a job sharing proposal shall be at the discretion of the Superintendent, and the granting of such a request shall not create a practice or precedent.
3. Job sharing proposals shall be submitted and approved on a one-year basis. Extensions for subsequent years may be requested, but are not guaranteed for approval. Employees whose proposal is granted shall renew the request for job sharing each year by March 1.
4. Employees who are job sharing shall be treated as part-time employees under this Agreement.

#### **N. Travel**

1. Bargaining unit members who are required to travel between buildings during the work day shall be protected from liability in accordance with Article III, Section J of this Agreement. In addition, the Board may reimburse any such bargaining unit member, to the extent not covered by the bargaining unit member's personal insurance and not to exceed \$500, for damage to his/her automobile while traveling during the work day, provided the bargaining unit member was acting within the scope of employment.
2. The use of personal automobiles during the work day by bargaining unit members who may be required to travel shall be reimbursed according to the current Internal Revenue Service mileage allotment.

## **O. Retirement Benefits**

### **1. Certified Staff**

#### **a. Eligibility**

The Board shall provide retirement benefits to certified staff with a minimum of twenty (20) years full time employment in District 124 and who are at least 55 years of age by December 31 of the retirement year. To be eligible, a certified staff member must submit a letter of intent to retire to the Superintendent by May 1 of the school year prior to which benefits will begin. However, in order to be eligible for any retirement benefits under this provision, the certified staff member must not have received an increase in creditable earnings in any year used by TRS to calculate his/her pension that will cause the Board to pay an employer contribution or penalty to TRS.

#### **b. Salary Increase(s)**

1. Under the retirement plan, an eligible certified staff member at least 55 years of age and with 35 years of creditable service under the TRS retirement benefits provisions, or a certified staff member who is age 60 or over, will receive a benefit equal to a 56% increase in the prior year's base salary for each of up to the last three (3) years prior to retirement. In the event a certified staff member is unable to give three four (34) years notice, the Board will provide a benefit equal to the above increases in the prior year's base salary for each of the last three (3) two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher.
2. If an eligible certified staff member at least 55 years of age and with less than 35 years of creditable service under the TRS retirement benefits provisions chooses the TRS Discounted Retirement Annuity, s/he will receive a benefit equal to a 56% increase in the prior year's base salary for each of the last three (3) years prior to retirement. ~~In the event a certified staff member is unable to give three four (34) years notice, the Board will provide a benefit equal to the increase in the prior year's base salary for each of the last three (3) two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher.~~

In the event a certified staff member is unable to give three ~~four (34)~~ years notice, the Board will provide a benefit equal to ~~56%~~ increase in the prior year's base salary for each of the last ~~three (3)~~ two (2) or one (1) year(s) prior to retirement that follow(s) the notice given by the teacher. However, if the teacher's total increase in creditable earnings for any year used by TRS to calculate the teacher's pension would result in an employer contribution to TRS, the teacher will be ineligible for this benefit.

#### **UNION REQUESTS CLARIFICATION**

The compensation benefits shall be distributed evenly over the certified staff member's regular payroll.

Creditable earnings paid during the retirement notice period shall be inclusive of approved extra-duty compensation. If during the notice

period the Board discontinues an extra-duty position filled by a teacher who gave a three, two, or one year retirement notice, no deduction shall be made from the specified annual increases, with the understanding that the principal or designee will assign that teacher another comparable extra-duty position to perform. If, however, a teacher voluntarily discontinues such an assignment, or if the teacher declines the alternate assignment offered by the principal or designee, no further consideration will be made to find additional, commensurate compensation for the teacher.

By September 1 of each school year, teachers in the retirement track will receive a retiree salary spreadsheet indicating the dollar amount of additional extra-duty compensation available to them for that school year. Each quarter the District will send an updated sheet indicating the remaining balance. A member may also request an updated spreadsheet between quarters as needed. Any additional work the teacher performs beyond the extra duty balance will not be compensated by the District; however, if the teacher exceeds the maximum allowable TRS earnings cap, as calculated by the District Business Office, the District will be responsible for paying any penalties to the Teachers' Retirement System and the teacher will suffer no reduction in earned retirement benefits already accrued.

#### **c. Accumulated Sick Leave Severance Bonus**

In addition to the above compensation benefit, the Board shall pay

to an eligible retiring certified staff member ~~\$25.00~~-\$40.00 per day for any unused accumulated sick days not applied to retirement, not to exceed two hundred fifty (250) days, which a certified staff member has accrued. This payment shall be made as a severance payment by August 15 following the last full school year of employment.

**UNION COUNTERS AT \$40 PER DAY.**

**d. Death Benefit**

In the event any certified staff member approved for retirement benefits dies before the end of the school term, the certified staff member's estate shall be paid the remaining salary for the current school term and the sick leave severance bonus due.

**e. Rescission of Intent to Retire**

The Board may rescind a certified staff member's notification of intent to retire for one of the following reasons:

1. Death of the retiree's spouse, child, parent, or parent-in-law; or
2. Other reasons of compelling emergency as determined solely by the Board, and not reviewable, said reasons to be non precedential with respect to granting or denying requested changes in retirement election.

If the Board rescinds a certified staff member's notification of intent to retire for one of the above reasons, the certified staff member shall reimburse the Board any retirement benefits received. The certified staff member shall have a period of six (6) months in which to complete the reimbursement.

**f. Post-retirement Services**

The Board shall have the option to allow a retired certified staff member to perform services for the District as a consultant or as a self-employed contractor. A retiree may apply for substitute status or other non-permanent positions.

**g. Indemnification/Hold Harmless**

The Union shall hold the Board harmless from and will indemnify the Board from any and all suits, claims for taxes, and otherwise against

the District as a result of the Board's participation in this retirement provision.

## 2. Non-Certified Staff

### a. Eligibility

Non-certified staff members may elect to participate in the retirement incentive program provided they have a minimum of twenty (20) years of full-time service in District 124 and creditable service with the Illinois Municipal Retirement Fund and meet all other requirements as set forth by the Illinois Municipal Retirement Fund. To be eligible, the non-certified employee must also be at least fifty five (55) years of age by December 31 of the retirement year and must notify the Board not less than six (6) months prior to the proposed date of retirement. However, in order to be eligible for any retirement benefits under this provision, the non-certified staff member must not have received an increase in earnings in any year used by IMRF to calculate his/her pension that will cause the Board to pay an employer contribution or penalty to IMRF.

### b. Severance Bonus

Each non-certified staff member participating in this program will receive a bonus of three hundred fifty dollars (\$350.00) for each full year of service to District 124 for up to twenty ~~(20) years~~ 25 years. The payment shall be made as a severance payment by August 15 following the last full school year of employment.

**UNION HOLDS AT PREVIOUS PROPOSAL.**

### c. Accumulated Sick Leave Severance Bonus

The Board shall pay to each eligible full-time non-certified employee an additional amount of ~~\$25.00~~ \$40.00 per day for any unused accumulated sick days not to exceed two hundred fifty (250) days. In the event the employee chooses to claim service credit with the Illinois Municipal Retirement Fund for unused sick days, then those days are not eligible for bonus payment. This payment shall be made as a severance payment by August 15 following the last full school year of employment.

**UNION COUNTERS AT \$40 PER DAY.**

d. Death Benefit

In the event any non-certified staff member approved for retirement benefits dies before the end of the school term, the non-certified staff member's estate shall be paid the remaining salary for the current school term and the sick leave severance bonus due.

e. Rescission of Intent to Retire

The Board may rescind a non-certified staff member's notification of intent to retire for one of the following reasons:

1. Death of the retiree's spouse, child, parent, or parent-in-law; or
2. Other reasons of compelling emergency as determined solely by the Board, and not reviewable, said reasons to be non precedential with respect to granting or denying requested changes in retirement election.

f. Indemnification/Hold Harmless

The Union shall hold the Board harmless from and will indemnify the Board from any and all suits, claims for taxes, and otherwise against the District as a result of the Board's participation in this retirement provision.

3. Retirement Re-opener

In the event that the Pension Code is amended for the Illinois Teachers' Retirement System ("TRS") to increase the Board's contribution to TRS, the Board may request that negotiations commence to address the change. Negotiations shall commence within thirty (30) days of the Board's written notice to the Union. In the event that an agreement is not reached within ninety (90) days following the notice, the Board may notify the Union in writing that this Agreement expires on June 30 of the school year that notice is given.

In the event that the Pension Code is amended for the Illinois Teachers' Retirement System ("TRS") to increase teacher contributions to TRS, the Union may request that negotiations commence to address the change. Negotiations shall commence within thirty (30) days of the Union's written notice to the Board. In the event that an agreement is not reached within ninety (90) days following the notice, the Union may notify the Board in

writing that this Agreement expires on June 30 of the school year that notice is given.

**P. Retirement Health Benefits - Union rejects & requests to return to status quo**

**1. Certified**

For each certified staff member with twenty (20) years of consecutive service in the District who retires from employment by the District, in accordance with the Illinois Teachers' Retirement System's general retirement programs, is eligible for a retirement benefit under Section O.1. or 2 above and to participate in the TRS group health plan, the Board shall contribute towards the cost of individual health insurance coverage in the TRS group health plan for up to three (3) ~~seven (7)~~ years following the date of retirement or until the retiree becomes eligible for Medicare Benefits, whichever is earlier. If the certified staff member is not eligible for Medicare, such payment shall cease at age 65.

For any certified staff member who is eligible to participate in the TRS group health plan and provides written notice of retirement to the Superintendent prior to the May 1 deadline set forth in Section O.1. or 2 above preceding the effective date of intended retirement, the Board's contribution to the individual retiree's TRS group health insurance premium for each month of the staff member's eligibility shall be set at 50% ~~75%~~ of the cost of the District's HMO Plan premium as of July 1 following his/her retirement. Thereafter, the amount that the retiree contributes towards the cost of his or her retiree health insurance plan premium will be capped annually at this amount for as long as the retiree qualifies for this benefit.

In the alternative, the employee may make an irrevocable election by the date of retirement to waive the Board's contribution towards TRS group health insurance and receive a lump sum severance payment calculated at the rate of \$100 ~~\$250~~ for each full month until the employee's Medicare eligibility or age 65, whichever comes first, not to exceed ~~thirty-six (36)~~ ~~eighty-four (84)~~ months. Such lump sum severance payment shall be paid during July following retirement. :

**2. Non-Certified**

The Board shall provide each non-certified staff member with twenty (20) years of consecutive service in the District who retires from employment by the District, in accordance with the Illinois Municipal Retirement System,



with a contribution towards the cost of the premium for individual health insurance coverage for up to two (2) ~~five (5)~~ years following the date of retirement. For a non-certified staff member who provides written notice of retirement to the Superintendent prior to the deadline set forth in Section O.2. above preceding the effective date of intended retirement, the Board's contribution to the individual retiree's group health insurance premium for each month of the staff member's eligibility shall be a fixed amount set at 50% ~~75%~~ of the cost of the District's HMO Plan premium as of July January 1 following his/her retirement. If the noncertified staff member is not eligible for Medicare, such payment shall cease at age 65

In the alternative, the non-certified employee may make an irrevocable election by the date of retirement to waive the Board's contribution towards group health insurance and receive a lump sum severance payment calculated at the rate of \$100 ~~\$250~~ for each full month until the employee's Medicare eligibility or age 65, whichever comes first, not to exceed twenty-four (24) ~~sixty (60)~~ months. Such lump sum severance payment shall be paid during January following retirement.

### **3. Eligibility (TA 6/9/2022)**

To be eligible for the health insurance benefit, a certified or non-certified retiring employee must have been enrolled in the district's health insurance plan during open enrollment in the year in which the employee is retiring. ~~effective July 1 January 1 prior to the year of retirement.~~ This provision can be waived in the case of a qualifying event. A qualifying event is defined as:

#### **WE ACCEPT**

- a. Death in the retiree's immediate family; or
- b. The loss of health insurance which was to be provided by a spouse; or
- c. Other reasons of compelling emergency as determined solely by the Board.

### **4. Revision of Retirement Health Benefits**

In the event that the Equal Employment Opportunity Commission or a court of competent jurisdiction rules that the termination of the health benefits formerly provided under this Section P at the time of the retiree's Medicare eligibility or age 65 is not permitted under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act of 1990, or such Acts are amended to achieve the same effect, either the Board or the Union may provide notification to renegotiate retirement health benefits. Bargaining will begin within sixty (60) days. The parties agree to negotiate for sixty (60) days at which time if no agreement has been reached the Board may suspend paying its contribution towards the retirees' health insurance. The retirees may continue to pay for their health

insurance until an agreement is reached.

**Q. Limitation on Increases in Total Compensation.**

1. An employee who is eligible to retire or within four (4) years of retirement eligibility whose movement on a salary schedule, plus Extra Duty and SWIC Stipends, would generate an increase of more than 6% shall be moved off his/her salary schedule and from the Extra Duty pay and SWIC Conference Stipend schedules and shall receive an increase in total earnings of 6%. Such employee will be returned to a salary schedule and receive the stated pay for Extra Duty and SWIC Conference Stipends for the school year wherein the total increases will be 6% or less.
2. No payment to any employee will result in any employer contribution or penalty to the Board, and if any contribution or penalty is or may be assessed by TRS or IMRF against the Board, the Board may adjust the employee's salary, Extra Duty pay and SWIC Conference Stipend retroactively to avoid the contribution or penalty.

**R. District Required Coursework - Newly Hired Certified Staff**

1. Any certified staff member who was first hired by the District during the 2019-20 school year or after, shall be required to complete the District sponsored D124 Academy training (or, at the District's option, in lieu of D124 Academy training, another program selected and sponsored by the District) during the first, second and third year of his/her employment, as scheduled by the District. The D124 Academy will consist of no more than four professional development activities that will be no more than three hours each in duration (12 development hours total). This requirement shall apply to all certified staff positions hired during the 2019-20 school year or after, in the Collective Bargaining Agreement, regardless of whether the individual has previous teaching experience outside of District 124. Topics

and content will be determined by the Administration annually and shared with staff.

2. First-year non-tenured teachers shall attend one new teacher orientation day and one D124 Academy Training day and will be compensated for attending at the hourly rate for Committee Work/Professional Development in Appendix C; second and third year non-tenured teachers shall attend one D124 Academy Training the day before the first institute day of the

school year and shall be compensated for attending at the hourly rate for Committee Work/Professional Development in Appendix C.

3. At the District's discretion and if it is determined that such training would be useful to a certified staff member—who earns a Needs Improvement or Unsatisfactory rating (or equivalent rating) on his/her performance evaluation, s/he may be required to complete the D124 Academy training as a component of his/her improvement plan. Such training will be paid at the hourly rate for Committee Work/Professional Development in Appendix C.
4. The D124 Academy will consist of no more than four professional development activities that will be no more than three hours each in duration (12 development hours total).
5. D124 Academy training will be provided by instructors approved by District administration, and may include District principals, teachers, District-level administrators, as well as outside consultants. Training may also consist of web-based, print, or mixed media resources.
6. Topics and content for D124 Academy sessions for the 2019-20, 2020-21, and 2021-22 school years will be determined by District administration annually and shared with staff no later than the first day of the 2019-20 school year.

**ARTICLE X**  
**EFFECT AND DURATION OF AGREEMENT**

**A. Complete Understanding**

The terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

**B. Savings Clause**

1. If any article, section, or provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or provision.
2. Any previously adopted policy, rule or regulations of this Board of Education which is in conflict with this Agreement shall be superseded and replaced by this Agreement.

**C. Negotiations Procedures**

Either party may demand to bargain a successor agreement by giving notice for

same not earlier than December 15th, nor 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.

**D. Duration**

This Agreement shall be effective as of July 1, 2019 and shall remain in full force and effect until June 30, 2022.

**[SIGNATURE PAGE FOLLOWS]**



Appendix A  
Evergreen Park Elementary School District 124  
2019-2020 Salary Schedule

	BA			BA + 15			MA			MA + 15			MA + 30		
	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.
Step 1	\$ 41,302	\$ 1,859	\$ 43,161	\$ 42,507	\$ 1,913	\$ 44,420	\$ 48,753	\$ 2,195	\$ 50,948	\$ 43,319	\$ 2,114	\$ 50,433	\$ 50,153	\$ 2,248	\$ 52,401
Step 2	\$ 41,503	\$ 1,869	\$ 43,372	\$ 42,707	\$ 1,922	\$ 44,629	\$ 48,953	\$ 2,114	\$ 51,067	\$ 43,519	\$ 2,153	\$ 50,702	\$ 50,362	\$ 2,267	\$ 52,619
Step 3	\$ 41,693	\$ 1,885	\$ 43,577	\$ 42,897	\$ 1,939	\$ 44,836	\$ 49,153	\$ 2,132	\$ 51,285	\$ 43,705	\$ 2,211	\$ 51,110	\$ 50,772	\$ 2,285	\$ 53,057
Step 4	\$ 42,282	\$ 1,903	\$ 44,185	\$ 43,485	\$ 1,957	\$ 45,442	\$ 49,741	\$ 2,150	\$ 51,891	\$ 44,293	\$ 2,219	\$ 51,525	\$ 51,170	\$ 2,303	\$ 53,472
Step 5	\$ 42,701	\$ 1,922	\$ 44,622	\$ 43,906	\$ 1,976	\$ 45,882	\$ 49,132	\$ 2,168	\$ 52,300	\$ 44,717	\$ 2,237	\$ 51,935	\$ 51,531	\$ 2,321	\$ 53,902
Step 6	\$ 43,236	\$ 1,954	\$ 45,190	\$ 44,552	\$ 2,009	\$ 46,561	\$ 49,001	\$ 2,205	\$ 51,206	\$ 45,263	\$ 2,275	\$ 52,436	\$ 52,455	\$ 2,361	\$ 54,816
Step 7	\$ 44,164	\$ 1,987	\$ 46,151	\$ 45,412	\$ 2,044	\$ 47,456	\$ 49,334	\$ 2,243	\$ 51,578	\$ 45,471	\$ 2,314	\$ 53,785	\$ 53,550	\$ 2,401	\$ 55,951
Step 8	\$ 45,269	\$ 2,037	\$ 47,306	\$ 46,547	\$ 2,095	\$ 48,642	\$ 51,079	\$ 2,299	\$ 53,378	\$ 47,707	\$ 2,372	\$ 55,079	\$ 54,883	\$ 2,481	\$ 57,144
Step 9	\$ 46,401	\$ 2,088	\$ 48,489	\$ 47,711	\$ 2,147	\$ 49,858	\$ 52,347	\$ 2,346	\$ 54,693	\$ 49,005	\$ 2,431	\$ 56,426	\$ 56,040	\$ 2,522	\$ 58,472
Step 10	\$ 47,444	\$ 2,135	\$ 49,579	\$ 48,785	\$ 2,195	\$ 50,981	\$ 53,535	\$ 2,399	\$ 55,934	\$ 50,240	\$ 2,485	\$ 57,725	\$ 57,312	\$ 2,579	\$ 59,891
Step 11	\$ 48,478	\$ 2,182	\$ 50,661	\$ 49,881	\$ 2,245	\$ 52,126	\$ 54,753	\$ 2,454	\$ 57,207	\$ 51,397	\$ 2,538	\$ 58,935	\$ 58,489	\$ 2,631	\$ 61,100
Step 12	\$ 49,576	\$ 2,231	\$ 51,807	\$ 51,036	\$ 2,297	\$ 53,333	\$ 56,033	\$ 2,521	\$ 58,554	\$ 52,616	\$ 2,583	\$ 60,209	\$ 59,656	\$ 2,638	\$ 62,372
Step 13				\$ 52,357	\$ 2,351	\$ 54,708	\$ 57,312	\$ 2,578	\$ 59,891	\$ 53,856	\$ 2,653	\$ 61,509	\$ 61,048	\$ 2,746	\$ 64,294
Step 14				\$ 53,414	\$ 2,404	\$ 55,818	\$ 58,225	\$ 2,630	\$ 60,855	\$ 54,839	\$ 2,693	\$ 62,502	\$ 62,038	\$ 2,808	\$ 65,819
Step 15				\$ 54,510	\$ 2,453	\$ 56,963	\$ 59,137	\$ 2,681	\$ 61,819	\$ 55,753	\$ 2,744	\$ 63,457	\$ 63,000	\$ 2,873	\$ 68,225
Step 16				\$ 55,335	\$ 2,493	\$ 57,828	\$ 60,053	\$ 2,732	\$ 62,785	\$ 56,726	\$ 2,775	\$ 64,504	\$ 64,051	\$ 2,931	\$ 69,659
Step 17				\$ 56,336	\$ 2,535	\$ 58,871	\$ 61,085	\$ 2,789	\$ 63,874	\$ 57,791	\$ 2,827	\$ 65,522	\$ 65,073	\$ 2,979	\$ 69,182
Step 18							\$ 62,123	\$ 2,795	\$ 64,918	\$ 58,737	\$ 2,853	\$ 66,605	\$ 66,161	\$ 3,027	\$ 70,595
Step 19							\$ 63,280	\$ 2,843	\$ 66,123	\$ 59,911	\$ 2,915	\$ 67,821	\$ 67,386	\$ 3,079	\$ 71,505
Step 20							\$ 64,437	\$ 2,890	\$ 67,327	\$ 61,081	\$ 2,970	\$ 69,000	\$ 68,574	\$ 3,133	\$ 72,747
Step 21							\$ 65,656	\$ 2,935	\$ 68,591	\$ 62,269	\$ 3,027	\$ 70,236	\$ 69,793	\$ 3,192	\$ 74,115
Step 22							\$ 66,933	\$ 3,012	\$ 69,945	\$ 63,609	\$ 3,087	\$ 71,698	\$ 71,202	\$ 3,249	\$ 75,451
Step 23							\$ 68,396	\$ 3,078	\$ 71,474	\$ 64,992	\$ 3,152	\$ 73,351	\$ 72,842	\$ 3,302	\$ 76,651
Step 24							\$ 70,223	\$ 3,160	\$ 73,383	\$ 66,955	\$ 3,232	\$ 75,197	\$ 75,309	\$ 3,389	\$ 78,696
Step 25							\$ 72,172	\$ 3,245	\$ 75,417	\$ 68,995	\$ 3,320	\$ 77,107	\$ 77,165	\$ 3,472	\$ 80,638
Step 26							\$ 74,242	\$ 3,341	\$ 77,583	\$ 71,075	\$ 3,418	\$ 79,367	\$ 79,238	\$ 3,566	\$ 82,602
Step 27							\$ 76,434	\$ 3,440	\$ 79,874	\$ 73,171	\$ 3,515	\$ 81,636	\$ 81,430	\$ 3,664	\$ 84,694
Step 28							\$ 78,629	\$ 3,535	\$ 82,164	\$ 75,300	\$ 3,615	\$ 83,925	\$ 83,757	\$ 3,747	\$ 87,000
Step 29							\$ 80,454	\$ 3,630	\$ 84,084	\$ 77,475	\$ 3,693	\$ 85,763	\$ 85,145	\$ 3,832	\$ 89,978
Step 30							\$ 82,527	\$ 3,714	\$ 86,241	\$ 79,678	\$ 3,784	\$ 87,951	\$ 87,033	\$ 3,916	\$ 90,950
Step 31							\$ 84,597	\$ 3,807	\$ 88,404	\$ 81,922	\$ 3,871	\$ 89,859	\$ 89,520	\$ 4,001	\$ 92,822
Step 32							\$ 86,667	\$ 3,903	\$ 90,570	\$ 84,216	\$ 3,964	\$ 92,062	\$ 90,660	\$ 4,085	\$ 94,848
Step 33							\$ 88,494	\$ 3,992	\$ 92,486	\$ 86,569	\$ 4,053	\$ 94,227	\$ 92,516	\$ 4,177	\$ 96,995
Step 34							\$ 90,322	\$ 4,084	\$ 94,406	\$ 88,987	\$ 4,140	\$ 96,135	\$ 94,848	\$ 4,258	\$ 98,905
Step 35							\$ 92,143	\$ 4,147	\$ 96,290	\$ 91,534	\$ 4,223	\$ 98,046	\$ 96,473	\$ 4,341	\$ 100,814

Appendix A  
Evergreen Park Elementary School District 124  
2020-2021 Salary Schedule

	EA			EA + 15			MA			MA + 12			MA + 30		
	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.
Step 1	\$ 43,902	\$ 1,971	\$ 45,773	\$ 45,007	\$ 2,025	\$ 47,032	\$ 49,283	\$ 2,218	\$ 51,501	\$ 50,819	\$ 2,286	\$ 53,105	\$ 52,682	\$ 2,371	\$ 55,053
Step 2	\$ 44,002	\$ 1,980	\$ 45,982	\$ 45,207	\$ 2,034	\$ 47,241	\$ 49,483	\$ 2,227	\$ 51,710	\$ 51,019	\$ 2,296	\$ 53,315	\$ 52,882	\$ 2,380	\$ 55,262
Step 3	\$ 44,202	\$ 1,989	\$ 46,191	\$ 45,407	\$ 2,043	\$ 47,451	\$ 49,683	\$ 2,236	\$ 51,919	\$ 51,219	\$ 2,305	\$ 53,524	\$ 53,082	\$ 2,393	\$ 55,471
Step 4	\$ 44,562	\$ 2,007	\$ 46,569	\$ 45,797	\$ 2,061	\$ 47,858	\$ 50,073	\$ 2,253	\$ 52,327	\$ 51,609	\$ 2,322	\$ 53,931	\$ 53,472	\$ 2,406	\$ 55,878
Step 5	\$ 44,900	\$ 2,025	\$ 47,015	\$ 46,195	\$ 2,079	\$ 48,274	\$ 50,471	\$ 2,271	\$ 52,742	\$ 52,007	\$ 2,340	\$ 54,347	\$ 53,870	\$ 2,424	\$ 56,204
Step 6	\$ 45,401	\$ 2,043	\$ 47,444	\$ 46,606	\$ 2,097	\$ 48,703	\$ 50,882	\$ 2,280	\$ 53,172	\$ 52,417	\$ 2,359	\$ 54,776	\$ 54,281	\$ 2,443	\$ 56,723
Step 7	\$ 46,126	\$ 2,076	\$ 48,202	\$ 47,352	\$ 2,131	\$ 49,483	\$ 51,701	\$ 2,327	\$ 54,028	\$ 53,263	\$ 2,397	\$ 55,660	\$ 55,158	\$ 2,482	\$ 57,040
Step 8	\$ 46,864	\$ 2,109	\$ 48,973	\$ 48,112	\$ 2,165	\$ 50,277	\$ 52,534	\$ 2,364	\$ 54,893	\$ 54,121	\$ 2,435	\$ 56,358	\$ 55,850	\$ 2,522	\$ 58,372
Step 9	\$ 47,969	\$ 2,159	\$ 50,128	\$ 49,247	\$ 2,216	\$ 51,463	\$ 53,719	\$ 2,420	\$ 56,199	\$ 55,407	\$ 2,493	\$ 57,900	\$ 57,383	\$ 2,592	\$ 59,966
Step 10	\$ 49,101	\$ 2,210	\$ 51,311	\$ 50,411	\$ 2,269	\$ 52,680	\$ 55,057	\$ 2,478	\$ 57,535	\$ 56,725	\$ 2,553	\$ 59,278	\$ 58,750	\$ 2,644	\$ 61,393
Step 11	\$ 50,144	\$ 2,266	\$ 52,410	\$ 51,485	\$ 2,317	\$ 53,802	\$ 56,235	\$ 2,531	\$ 58,766	\$ 57,940	\$ 2,607	\$ 60,547	\$ 60,012	\$ 2,701	\$ 62,713
Step 12	\$ 51,179	\$ 2,303	\$ 53,482	\$ 52,581	\$ 2,366	\$ 54,947	\$ 57,453	\$ 2,585	\$ 60,038	\$ 59,097	\$ 2,659	\$ 61,756	\$ 61,169	\$ 2,753	\$ 63,922
Step 13				\$ 53,738	\$ 2,418	\$ 56,156	\$ 58,733	\$ 2,643	\$ 61,375	\$ 60,318	\$ 2,714	\$ 63,030	\$ 62,388	\$ 2,807	\$ 65,193
Step 14				\$ 54,957	\$ 2,473	\$ 57,430	\$ 60,012	\$ 2,701	\$ 62,713	\$ 61,656	\$ 2,775	\$ 64,430	\$ 63,726	\$ 2,868	\$ 66,594
Step 15				\$ 56,114	\$ 2,525	\$ 58,639	\$ 61,925	\$ 2,742	\$ 63,666	\$ 62,539	\$ 2,814	\$ 65,353	\$ 64,643	\$ 2,947	\$ 68,440
Step 16				\$ 57,210	\$ 2,574	\$ 59,784	\$ 63,037	\$ 2,783	\$ 64,820	\$ 63,653	\$ 2,855	\$ 66,308	\$ 65,590	\$ 2,999	\$ 69,050
Step 17				\$ 59,093	\$ 2,614	\$ 60,707	\$ 64,733	\$ 2,824	\$ 65,576	\$ 64,426	\$ 2,899	\$ 67,325	\$ 66,637	\$ 3,053	\$ 70,990
Step 18							\$ 63,788	\$ 2,870	\$ 66,658	\$ 65,401	\$ 2,943	\$ 68,344	\$ 67,603	\$ 3,101	\$ 72,004
Step 19				\$ 64,823	\$ 2,917	\$ 67,740	\$ 66,437	\$ 2,917	\$ 67,740	\$ 66,437	\$ 2,990	\$ 69,426	\$ 68,699	\$ 3,149	\$ 73,118
Step 20				\$ 65,980	\$ 2,969	\$ 68,949	\$ 67,533	\$ 2,969	\$ 68,949	\$ 67,533	\$ 3,039	\$ 70,572	\$ 69,845	\$ 3,201	\$ 74,327
Step 21				\$ 67,137	\$ 3,021	\$ 70,158	\$ 68,691	\$ 3,021	\$ 70,158	\$ 68,691	\$ 3,091	\$ 71,702	\$ 70,974	\$ 3,254	\$ 75,568
Step 22				\$ 68,358	\$ 3,076	\$ 71,432	\$ 69,969	\$ 3,076	\$ 71,432	\$ 69,969	\$ 3,149	\$ 73,118	\$ 72,390	\$ 3,313	\$ 76,936
Step 23				\$ 69,633	\$ 3,133	\$ 72,767	\$ 71,309	\$ 3,133	\$ 72,767	\$ 71,309	\$ 3,209	\$ 74,518	\$ 73,790	\$ 3,371	\$ 78,272
Step 24				\$ 71,066	\$ 3,199	\$ 74,265	\$ 72,892	\$ 3,199	\$ 74,265	\$ 72,892	\$ 3,280	\$ 76,172	\$ 75,444	\$ 3,431	\$ 79,673
Step 25				\$ 72,923	\$ 3,282	\$ 76,205	\$ 74,058	\$ 3,282	\$ 76,205	\$ 74,058	\$ 3,360	\$ 78,018	\$ 77,290	\$ 3,510	\$ 81,519
Step 26				\$ 74,812	\$ 3,369	\$ 78,241	\$ 76,485	\$ 3,369	\$ 78,241	\$ 76,485	\$ 3,442	\$ 79,928	\$ 79,200	\$ 3,594	\$ 83,459
Step 27				\$ 76,842	\$ 3,462	\$ 80,404	\$ 78,678	\$ 3,462	\$ 80,404	\$ 78,678	\$ 3,541	\$ 82,219	\$ 81,491	\$ 3,687	\$ 85,824
Step 28				\$ 79,134	\$ 3,561	\$ 82,695	\$ 80,971	\$ 3,561	\$ 82,695	\$ 80,971	\$ 3,639	\$ 84,510	\$ 83,782	\$ 3,786	\$ 87,916
Step 29				\$ 81,329	\$ 3,660	\$ 84,989	\$ 83,270	\$ 3,660	\$ 84,989	\$ 83,270	\$ 3,737	\$ 86,546	\$ 85,818	\$ 3,858	\$ 89,825
Step 30				\$ 83,154	\$ 3,742	\$ 86,896	\$ 84,770	\$ 3,742	\$ 86,896	\$ 84,770	\$ 3,815	\$ 88,384	\$ 87,656	\$ 3,953	\$ 91,768
Step 31				\$ 85,227	\$ 3,835	\$ 89,062	\$ 86,778	\$ 3,835	\$ 89,062	\$ 86,778	\$ 3,905	\$ 90,683	\$ 89,955	\$ 4,038	\$ 93,771
Step 32				\$ 87,297	\$ 3,928	\$ 91,225	\$ 88,728	\$ 3,928	\$ 91,225	\$ 88,728	\$ 3,993	\$ 92,721	\$ 91,993	\$ 4,123	\$ 95,743
Step 33				\$ 89,367	\$ 4,021	\$ 93,388	\$ 90,798	\$ 4,021	\$ 93,388	\$ 90,798	\$ 4,086	\$ 94,884	\$ 94,156	\$ 4,216	\$ 97,906
Step 34				\$ 91,194	\$ 4,104	\$ 95,298	\$ 92,625	\$ 4,104	\$ 95,298	\$ 92,625	\$ 4,179	\$ 97,048	\$ 96,320	\$ 4,298	\$ 99,817
Step 35				\$ 93,022	\$ 4,186	\$ 97,208	\$ 94,696	\$ 4,186	\$ 97,208	\$ 94,696	\$ 4,251	\$ 98,957	\$ 98,229	\$ 4,381	\$ 101,777



**Appendix A**  
**Evergreen Peak Elementary School District 124**  
**2021-2022 Salary Schedule**

	BA				BA + 15				MA				MA + 15				MA + 30			
	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS	Total Comp.	Annual	TRS
Step 1	\$ 45,354	\$ 2,041	\$ 47,395	\$ 46,607	\$ 2,067	\$ 48,674	\$ 47,905	\$ 2,097	\$ 49,902	\$ 51,054	\$ 2,367	\$ 53,421	\$ 53,652	\$ 2,369	\$ 55,021	\$ 54,589	\$ 2,457	\$ 57,046	\$ 54,589	\$ 2,457
Step 2	\$ 45,554	\$ 2,050	\$ 47,604	\$ 46,807	\$ 2,106	\$ 48,914	\$ 48,145	\$ 2,136	\$ 50,281	\$ 51,433	\$ 2,406	\$ 53,839	\$ 54,070	\$ 2,408	\$ 55,238	\$ 54,806	\$ 2,498	\$ 57,236	\$ 54,806	\$ 2,498
Step 3	\$ 45,754	\$ 2,059	\$ 47,813	\$ 47,007	\$ 2,115	\$ 49,122	\$ 49,351	\$ 2,145	\$ 50,496	\$ 51,644	\$ 2,416	\$ 54,062	\$ 54,293	\$ 2,418	\$ 55,461	\$ 55,029	\$ 2,508	\$ 57,434	\$ 55,029	\$ 2,508
Step 4	\$ 45,954	\$ 2,068	\$ 48,022	\$ 47,207	\$ 2,125	\$ 49,331	\$ 49,560	\$ 2,155	\$ 50,706	\$ 51,854	\$ 2,426	\$ 54,268	\$ 54,499	\$ 2,428	\$ 55,667	\$ 55,235	\$ 2,518	\$ 57,637	\$ 55,235	\$ 2,518
Step 5	\$ 46,154	\$ 2,077	\$ 48,231	\$ 47,407	\$ 2,134	\$ 49,540	\$ 49,769	\$ 2,164	\$ 50,915	\$ 52,063	\$ 2,436	\$ 54,473	\$ 54,704	\$ 2,438	\$ 55,872	\$ 55,440	\$ 2,528	\$ 57,837	\$ 55,440	\$ 2,528
Step 6	\$ 46,354	\$ 2,086	\$ 48,440	\$ 47,607	\$ 2,143	\$ 49,749	\$ 49,978	\$ 2,173	\$ 51,120	\$ 52,268	\$ 2,446	\$ 54,682	\$ 54,913	\$ 2,448	\$ 56,081	\$ 55,649	\$ 2,538	\$ 58,042	\$ 55,649	\$ 2,538
Step 7	\$ 46,554	\$ 2,095	\$ 48,649	\$ 47,807	\$ 2,152	\$ 50,000	\$ 50,229	\$ 2,182	\$ 51,375	\$ 52,523	\$ 2,456	\$ 54,891	\$ 55,122	\$ 2,458	\$ 56,290	\$ 55,858	\$ 2,548	\$ 58,247	\$ 55,858	\$ 2,548
Step 8	\$ 46,754	\$ 2,104	\$ 48,858	\$ 48,007	\$ 2,161	\$ 50,209	\$ 50,438	\$ 2,191	\$ 51,580	\$ 52,722	\$ 2,466	\$ 55,100	\$ 55,331	\$ 2,468	\$ 56,500	\$ 56,068	\$ 2,558	\$ 58,452	\$ 56,068	\$ 2,558
Step 9	\$ 46,954	\$ 2,113	\$ 49,067	\$ 48,207	\$ 2,170	\$ 50,418	\$ 50,647	\$ 2,200	\$ 51,790	\$ 52,921	\$ 2,476	\$ 55,309	\$ 55,540	\$ 2,478	\$ 56,709	\$ 56,277	\$ 2,568	\$ 58,657	\$ 56,277	\$ 2,568
Step 10	\$ 47,154	\$ 2,122	\$ 49,276	\$ 48,407	\$ 2,179	\$ 50,627	\$ 50,856	\$ 2,209	\$ 52,000	\$ 53,142	\$ 2,486	\$ 55,510	\$ 55,741	\$ 2,488	\$ 56,919	\$ 56,487	\$ 2,578	\$ 58,862	\$ 56,487	\$ 2,578
Step 11	\$ 47,354	\$ 2,131	\$ 49,485	\$ 48,607	\$ 2,188	\$ 50,836	\$ 51,065	\$ 2,218	\$ 52,209	\$ 53,345	\$ 2,496	\$ 55,711	\$ 55,942	\$ 2,498	\$ 57,120	\$ 56,688	\$ 2,588	\$ 59,067	\$ 56,688	\$ 2,588
Step 12	\$ 47,554	\$ 2,140	\$ 49,694	\$ 48,807	\$ 2,197	\$ 51,045	\$ 51,274	\$ 2,227	\$ 52,418	\$ 53,554	\$ 2,506	\$ 55,912	\$ 56,143	\$ 2,508	\$ 57,329	\$ 56,899	\$ 2,598	\$ 59,272	\$ 56,899	\$ 2,598
Step 13	\$ 47,754	\$ 2,149	\$ 49,903	\$ 49,007	\$ 2,206	\$ 51,254	\$ 51,483	\$ 2,236	\$ 52,627	\$ 53,761	\$ 2,516	\$ 56,113	\$ 56,344	\$ 2,518	\$ 57,530	\$ 57,098	\$ 2,608	\$ 59,477	\$ 57,098	\$ 2,608
Step 14	\$ 47,954	\$ 2,158	\$ 50,112	\$ 49,207	\$ 2,215	\$ 51,463	\$ 51,692	\$ 2,245	\$ 52,836	\$ 53,970	\$ 2,526	\$ 56,313	\$ 56,544	\$ 2,528	\$ 57,739	\$ 57,307	\$ 2,618	\$ 59,682	\$ 57,307	\$ 2,618
Step 15	\$ 48,154	\$ 2,167	\$ 50,321	\$ 49,407	\$ 2,224	\$ 51,672	\$ 51,901	\$ 2,254	\$ 53,045	\$ 54,179	\$ 2,536	\$ 56,512	\$ 56,743	\$ 2,538	\$ 57,940	\$ 57,508	\$ 2,628	\$ 59,887	\$ 57,508	\$ 2,628
Step 16	\$ 48,354	\$ 2,176	\$ 50,530	\$ 49,607	\$ 2,233	\$ 51,881	\$ 52,109	\$ 2,263	\$ 53,254	\$ 54,388	\$ 2,546	\$ 56,711	\$ 56,942	\$ 2,548	\$ 58,149	\$ 57,717	\$ 2,638	\$ 60,092	\$ 57,717	\$ 2,638
Step 17	\$ 48,554	\$ 2,185	\$ 50,739	\$ 49,807	\$ 2,242	\$ 52,090	\$ 52,319	\$ 2,272	\$ 53,463	\$ 54,597	\$ 2,556	\$ 56,912	\$ 57,143	\$ 2,558	\$ 58,350	\$ 57,926	\$ 2,648	\$ 60,297	\$ 57,926	\$ 2,648
Step 18	\$ 48,754	\$ 2,194	\$ 50,948	\$ 50,007	\$ 2,251	\$ 52,299	\$ 52,528	\$ 2,281	\$ 53,672	\$ 54,806	\$ 2,566	\$ 57,113	\$ 57,344	\$ 2,568	\$ 58,551	\$ 58,119	\$ 2,658	\$ 60,502	\$ 58,119	\$ 2,658
Step 19	\$ 48,954	\$ 2,203	\$ 51,157	\$ 50,207	\$ 2,260	\$ 52,508	\$ 52,737	\$ 2,290	\$ 53,881	\$ 55,015	\$ 2,576	\$ 57,313	\$ 57,544	\$ 2,578	\$ 58,752	\$ 58,320	\$ 2,668	\$ 60,707	\$ 58,320	\$ 2,668
Step 20	\$ 49,154	\$ 2,212	\$ 51,366	\$ 50,407	\$ 2,269	\$ 52,717	\$ 52,946	\$ 2,300	\$ 54,090	\$ 55,224	\$ 2,586	\$ 57,513	\$ 57,744	\$ 2,588	\$ 58,953	\$ 58,521	\$ 2,678	\$ 60,912	\$ 58,521	\$ 2,678
Step 21	\$ 49,354	\$ 2,221	\$ 51,575	\$ 50,607	\$ 2,278	\$ 52,926	\$ 53,155	\$ 2,309	\$ 54,299	\$ 55,433	\$ 2,596	\$ 57,713	\$ 57,944	\$ 2,598	\$ 59,154	\$ 58,722	\$ 2,688	\$ 61,117	\$ 58,722	\$ 2,688
Step 22	\$ 49,554	\$ 2,230	\$ 51,784	\$ 50,807	\$ 2,287	\$ 53,135	\$ 53,364	\$ 2,318	\$ 54,508	\$ 55,642	\$ 2,606	\$ 57,913	\$ 58,144	\$ 2,608	\$ 59,355	\$ 58,921	\$ 2,698	\$ 61,322	\$ 58,921	\$ 2,698
Step 23	\$ 49,754	\$ 2,239	\$ 51,993	\$ 51,007	\$ 2,296	\$ 53,344	\$ 53,573	\$ 2,327	\$ 54,717	\$ 55,851	\$ 2,616	\$ 58,113	\$ 58,344	\$ 2,618	\$ 59,556	\$ 59,124	\$ 2,708	\$ 61,527	\$ 59,124	\$ 2,708
Step 24	\$ 49,954	\$ 2,248	\$ 52,202	\$ 51,207	\$ 2,305	\$ 53,553	\$ 53,782	\$ 2,336	\$ 54,926	\$ 56,060	\$ 2,626	\$ 58,313	\$ 58,544	\$ 2,628	\$ 59,757	\$ 59,325	\$ 2,718	\$ 61,732	\$ 59,325	\$ 2,718
Step 25	\$ 50,154	\$ 2,257	\$ 52,411	\$ 51,407	\$ 2,314	\$ 53,762	\$ 53,991	\$ 2,345	\$ 55,135	\$ 56,269	\$ 2,636	\$ 58,513	\$ 58,744	\$ 2,638	\$ 59,958	\$ 59,526	\$ 2,728	\$ 61,937	\$ 59,526	\$ 2,728
Step 26	\$ 50,354	\$ 2,266	\$ 52,620	\$ 51,607	\$ 2,323	\$ 53,971	\$ 54,200	\$ 2,354	\$ 55,344	\$ 56,478	\$ 2,646	\$ 58,713	\$ 58,944	\$ 2,648	\$ 60,159	\$ 59,727	\$ 2,738	\$ 62,142	\$ 59,727	\$ 2,738
Step 27	\$ 50,554	\$ 2,275	\$ 52,829	\$ 51,807	\$ 2,332	\$ 54,180	\$ 54,409	\$ 2,363	\$ 55,553	\$ 56,687	\$ 2,656	\$ 58,913	\$ 59,144	\$ 2,658	\$ 60,360	\$ 59,926	\$ 2,748	\$ 62,347	\$ 59,926	\$ 2,748
Step 28	\$ 50,754	\$ 2,284	\$ 53,038	\$ 52,007	\$ 2,341	\$ 54,389	\$ 54,618	\$ 2,372	\$ 55,762	\$ 56,896	\$ 2,666	\$ 59,113	\$ 59,344	\$ 2,668	\$ 60,561	\$ 60,129	\$ 2,758	\$ 62,552	\$ 60,129	\$ 2,758
Step 29	\$ 50,954	\$ 2,293	\$ 53,247	\$ 52,207	\$ 2,350	\$ 54,598	\$ 54,827	\$ 2,381	\$ 55,971	\$ 57,105	\$ 2,676	\$ 59,313	\$ 59,544	\$ 2,678	\$ 60,762	\$ 60,338	\$ 2,768	\$ 62,757	\$ 60,338	\$ 2,768
Step 30	\$ 51,154	\$ 2,302	\$ 53,456	\$ 52,407	\$ 2,359	\$ 54,807	\$ 55,036	\$ 2,390	\$ 56,180	\$ 57,314	\$ 2,686	\$ 59,513	\$ 59,744	\$ 2,688	\$ 60,963	\$ 60,547	\$ 2,778	\$ 62,962	\$ 60,547	\$ 2,778
Step 31	\$ 51,354	\$ 2,311	\$ 53,665	\$ 52,607	\$ 2,368	\$ 55,016	\$ 55,245	\$ 2,400	\$ 56,389	\$ 57,523	\$ 2,696	\$ 59,713	\$ 59,944	\$ 2,698	\$ 61,164	\$ 60,756	\$ 2,788	\$ 63,167	\$ 60,756	\$ 2,788
Step 32	\$ 51,554	\$ 2,320	\$ 53,874	\$ 52,807	\$ 2,377	\$ 55,225	\$ 55,454	\$ 2,409	\$ 56,598	\$ 57,732	\$ 2,706	\$ 59,913	\$ 60,144	\$ 2,708	\$ 61,365	\$ 60,965	\$ 2,798	\$ 63,372	\$ 60,965	\$ 2,798
Step 33	\$ 51,754	\$ 2,329	\$ 54,083	\$ 53,007	\$ 2,386	\$ 55,434	\$ 55,663	\$ 2,418	\$ 56,807	\$ 57,941	\$ 2,716	\$ 60,113	\$ 60,344	\$ 2,718	\$ 61,566	\$ 61,174	\$ 2,808	\$ 63,577	\$ 61,174	\$ 2,808
Step 34	\$ 51,954	\$ 2,338	\$ 54,292	\$ 53,207	\$ 2,395	\$ 55,643	\$ 55,872	\$ 2,427	\$ 57,016	\$ 58,150	\$ 2,726	\$ 60,313	\$ 60,544	\$ 2,728	\$ 61,767	\$ 61,375	\$ 2,818	\$ 63,782	\$ 61,375	\$ 2,818
Step 35	\$ 52,154	\$ 2,347	\$ 54,501	\$ 53,407	\$ 2,404	\$ 55,852	\$ 56,081	\$ 2,436	\$ 57,225	\$ 58,359	\$ 2,736	\$ 60,513	\$ 60,744	\$ 2,738	\$ 61,968	\$ 61,576	\$ 2,828	\$ 63,987	\$ 61,576	\$ 2,828

**Appendix B**  
**Non-Certified Staff**

Parapros	2019/20	2020/21	2021/22
1	\$14.93	\$15.88	\$18.83
2	\$14.98	\$15.93	\$18.88
3	\$15.03	\$15.98	\$18.93
4	\$15.09	\$16.03	\$18.98
5	\$15.14	\$16.09	\$19.03
6	\$15.20	\$16.14	\$19.09
7	\$15.25	\$16.20	\$19.14
8	\$15.31	\$16.25	\$19.20
9	\$15.62	\$16.31	\$19.25
10	\$16.00	\$16.62	\$19.31
11	\$16.37	\$17.00	\$19.62
12	\$16.73	\$17.37	\$20.00
13	\$17.10	\$17.73	\$20.37
14	\$17.48	\$18.10	\$20.73
15	\$17.85	\$18.48	\$21.10
16	\$18.21	\$18.85	\$21.48
17	\$18.65	\$19.21	\$21.85
18	\$19.07	\$19.65	\$22.21
19	\$19.57	\$20.07	\$22.65
20	\$20.06	\$20.57	\$23.07
21	\$20.55	\$21.06	\$23.57
22	\$21.05	\$21.55	\$24.06
23	\$21.55	\$22.05	\$24.55
24		\$22.55	\$25.05
25			\$25.55

**Appendix B**  
**Non-Certified Staff**

Secretaries	2019/20	2020/21	2021/22
1	\$19.01	\$19.96	\$22.91
2	\$19.06	\$20.01	\$22.96
3	\$19.11	\$20.06	\$23.01
4	\$19.16	\$20.11	\$23.06
5	\$19.21	\$20.16	\$23.11
6	\$19.27	\$20.21	\$23.16
7	\$19.33	\$20.27	\$23.21
8	\$19.41	\$20.33	\$23.27
9	\$19.81	\$20.41	\$23.33
10	\$20.30	\$20.81	\$23.41
11	\$20.81	\$21.30	\$23.81
12	\$21.30	\$21.81	\$24.30
13	\$21.78	\$22.30	\$24.81
14	\$22.28	\$22.78	\$25.30
15	\$22.78	\$23.28	\$25.78
16	\$23.26	\$23.78	\$26.28
17	\$23.76	\$24.26	\$26.78
18	\$24.25	\$24.76	\$27.26
19	\$24.76	\$25.25	\$27.76
20	\$25.24	\$25.76	\$28.25
21	\$25.73	\$26.24	\$28.76
22	\$26.22	\$26.73	\$29.24
23	\$26.79	\$27.22	\$29.73
24		\$27.79	\$30.22
25			\$30.79

## APPENDIX C

### Extra Duty

Description	2019/20	2020/21	2021/22
<b>Student Activity ( minimum of 30 hours)</b>			
Student Council*/Student Leadership      Elementary (1) Middle School (2) (requires a minimum of 30 hours)	\$ 2,121	\$ 2,196	\$ 2,273
Yearbook *	\$ 1,993	\$ 2,063	\$ 2,133
(requires a minimum of 30 hours)			
CJH Newspaper *	\$ 1,993	\$ 2,063	\$ 2,133
(requires a minimum of 30 hours)			
National Jr. Honor Society *	\$ 2,121	\$ 2,196	\$ 2,273
(requires a minimum of 30 hours)			
Club Sponsor* (3/elem, 7/CMS) (requires a minimum of 15 hours)	\$ 559	\$ 579	\$ 599
<b>Program Extensions/ Instructional Support</b>			
Band Director (requires a minimum of 70 hours)	\$ 4,756	\$ 4,922	\$ 5,094
District Art Fair per Hour (Maximum of 5 hours)	\$ 37.28	\$ 38.58	\$ 39.93
Digital Showcase per Hour (Maximum of 4 hours)	\$ 37.28	\$ 38.58	\$ 39.93
Elementary Music Program per Hour (Maximum of 4 hours)	\$ 37.28	\$ 38.58	\$ 39.93
Chorus Director (CMS) (Requires a minimum of 50 hours)	\$ 3,921	\$ 4,058	\$ 4,200
Chorus Director (Elem.)** (Requires a minimum of 30 hours)	\$ 2,250	\$ 2,329	\$ 2,410
Team Leaders, Reading Facilitators ( requires additional responsibility)	\$ 739	\$ 765	\$ 792
Educational Assistant (requires additional responsibility)	\$ 3,214	\$ 3,327	\$ 3,443
<b>Hourly Stipends</b>			
Instructional ( Post school day) ( Summer school, after school tutoring programs, Parent or in-service instruction (presenters))	\$ 48.85	\$ 50.56	\$ 52.33
Committee Work / Professional Development (Post School day)	\$ 37.28	\$ 38.58	\$ 39.93
English/Spanish Translations (outside normal work day or beyond one plan period/wk)	\$ 41.59	\$ 43.04	\$ 44.55
Supervision (After school detention, peer tutoring, lunch room, playground)	\$ 37.28	\$ 38.58	\$ 39.93

\* (If more than 1 sponsor the total amount is divided)

\*\* (One Chorus director stipend for each elementary school)

If additional programs are added the administration will work with the union to determine pay based on comparable positions. The above amounts do not include TRS.

4.5% TRS will be paid in addition to the amount on the schedule.

**APPENDIX D  
SWIC CONFERENCE STIPENDS**

Description	2019/20	2020/21	2021/22
<b>Fall Sports</b>			
Cross Country	\$ 2,121	\$ 2,196	\$ 2,273
Boys Softball	\$ 2,700	\$ 2,795	\$ 2,892
Girls Softball	\$ 2,700	\$ 2,795	\$ 2,892
<b>Fall/ Winter Sports</b>			
Girls Basketball	\$ 3,213	\$ 3,325	\$ 3,442
Boys Volleyball	\$ 3,213	\$ 3,325	\$ 3,442
<b>Winter Sports</b>			
Boys Basketball	\$ 4,370	\$ 4,523	\$ 4,681
Girls Volleyball	\$ 4,370	\$ 4,523	\$ 4,681
<b>Spring Sports</b>			
Track	\$ 2,121	\$ 2,196	\$ 2,273
Soccer	\$ 2,121	\$ 2,196	\$ 2,273
<b>Other Activities</b>			
Declamation	\$ 1,324	\$ 1,371	\$ 1,419
(requires a minimum of 25 hours before or after school)			
Mathletes	\$ 1,324	\$ 1,371	\$ 1,419
(requires a minimum of 25 hours before or after school)			
Hourly Rate			
Game day work (per hour)	\$ 21.21	\$ 21.96	\$ 22.73
( Tickets, Concession Stand, Crowd Control, Game Clock and Book)			

Each sport and activity is paid per team and number of teams is set by the administration based on need and number of participants.

Note: TRS is not included on the schedule.  
4.5% TRS will be paid in addition to amount on schedule.

**APPENDIX E  
EVERGREEN PARK COUNCIL 1250  
GRIEVANCE FORM**

**GRIEVANT(S):**

---

---

**GRIEVANCE #:** \_\_\_\_\_

**DATE SUBMITTED TO MANAGEMENT:** \_\_\_\_\_

**CONTRACT ARTICLES AND SECTIONS VIOLATED**

Article: \_\_\_\_\_ Section: \_\_\_\_\_ Article: \_\_\_\_\_ Section: \_\_\_\_\_  
Article: \_\_\_\_\_ Section: \_\_\_\_\_ Article: \_\_\_\_\_ Section: \_\_\_\_\_

and any and all other Articles and Sections which apply.

**STATEMENT OF GRIEVANCE:**

**UNION'S CONTENTION:**

**REMEDY:**

and any and all other actions which will make the grievant whole.

**GRIEVANT'S/UNION PRESIDENT'S SIGNATURE:**

\_\_\_\_\_  
DATE: \_\_\_\_\_

Copy: Insert Grievant Name  
Insert Supervisor/Director Name  
Insert Union President Name  
File

Date Received by Administrator: \_\_\_\_\_