



**2020-2023**

**AGREEMENT BETWEEN**  
**THE ST. ANNE HIGH SCHOOL**  
**BOARD OF EDUCATION**  
**AND**  
**THE ST. ANNE HIGH SCHOOL**  
**EDUCATION ASSOCIATION IEA/NEA**

# TABLE OF CONTENTS

<b>ARTICLE I – RECOGNITION</b> .....	3
<b>ARTICLE II – ASSOCIATION RIGHTS</b> .....	4
2.1 Dues Deductions .....	4
2.2 Fair Share .....	4
2.3 Board Agenda .....	5
2.4 Board Agenda Minutes .....	5
2.5 Copies of Agreement .....	5
2.6 Pertinent Information – Association .....	5
2.7 Use of School Building .....	6
2.8 Use of School Business Equipment .....	6
2.9 Use of bulletin boards and Mailboxes .....	6
2.10 Authorization Representative on Campus .....	6
2.11 Office File – Rights to review .....	6
<b>ARTICLE III – WORKING CONDITIONS</b> .....	7
3.1 Work Day .....	7
3.2 Preparation Period .....	7
3.3 Duty Free Lunch .....	8
3.4 Early Dismissal .....	8
3.5 School Calendar .....	8
3.6 Notification of Assignments.....	8
3.7 Vacancy Notice .....	8
3.8 Assignments .....	8
3.9 Right of Representation .....	8
3.10 Equal Distribution of Teaching Assignments .....	9
3.11 Procedure For Handling Student / Parent Complaints .....	9
3.12 Clean Building/Classrooms .....	9
3.13 Scheduled Parent/Student/Teacher Conference .....	10
3.14 Attendance of Open House/8 <sup>th</sup> Grade Orientation/Graduation .....	10
<b>ARTICLE IV – TEACHER EVALUATION</b> .....	11
<b>ARTICLE V – GRIEVANCE PROCEDURE</b> .....	15
5.1 Definition .....	15
5.2 Procedure .....	15
<b>ARTICLE VI – LEAVES OF ABSENCE</b> .....	18
6.1 Sick Leave .....	18
6.2 Absence due to on the job injury .....	18
6.3 Personal Leave .....	19
6.4 Professional Leave .....	19
6.5 Family and Medical Leave .....	20
6.6 General Leave of Absence Without Pay .....	20
6.7 Association Leave .....	21
6.8 Bereavement Leave .....	21

6.9 Sick Leave Bank .....	22
<b>ARTICLE VII – REDUCTION IN FORCE .....</b>	<b>22</b>
<b>ARTICLE VIII – NEGOTIATION PROCEDURE .....</b>	<b>24</b>
<b>ARTICLE IX – SALARY AND COMPENSATION .....</b>	<b>25</b>
9.1 Salary .....	25
9.2 Extracurricular, Extra Pay/Duty, Extra Duty Schedule .....	25
9.3 Sheltering Teacher Retirement Contribution .....	25
9.4 Graduate Hour Credit .....	26
9.5 Insurance .....	26
9.6 Tuition Reimbursement .....	27
9.7 Mentoring .....	27
9.8 Reopener .....	27
9.9 Creditable Earnings Contingency.....	30
<b>ARTICLE X – TERMS OF AGREEMENT .....</b>	<b>29</b>
10.1 No Strike .....	29
10.2 Savings Clause .....	29
10.3 Individual Contract .....	29
10.4 Complete Understanding .....	29
10.5 Management Rights .....	29
10.6 Duration .....	30
<b>APPENDIX A – 2020-2023 SALARY SCHEDULE .....</b>	<b>31</b>
<b>APPENDIX B – EXTRA DUTY SCHEDULE 2020-2023 .....</b>	<b>34</b>
<b>APPENDIX B – EXTRACURRICULAR STIPENDS 2020-2023 .....</b>	<b>35</b>
<b>APPENDIX B – EXTRA PAY/DUTY, CLASS, CLUB &amp; ORGANIZATION .....</b>	<b>36</b>

## ARTICLE I

### RECOGNITION

- 1.1 The Board of Education of St. Anne Community High School District 302, Kankakee County, Illinois, hereinafter "Employer" or "District" hereby recognized the St. Anne High School Education Association/IEA-NEA hereinafter the "Association" as the sole and exclusive representative for all full and part time regularly employed certified/licensed teachers, with the exception of the Superintendent, Principals, Assistant Principals, Deans, and temporary substitute teachers.
- 1.2 Regularly employed part time teachers under contract with the St. Anne Community High School District No. 302 shall be included in the bargaining unit and subject to the terms and conditions of the agreement but their salaries and benefits shall be based on their fractionalized employment status; eligibility in the District's insurance program shall be determined by the insurance carrier.

## ARTICLE II

### ASSOCIATION RIGHTS

#### 2.1 Dues Deductions

Any member of the bargaining unit who has applied for membership in the Association, and desires dues deduction, must sign and deliver to the Board an authorization for annual dues deduction. The appropriate authorization forms shall be provided by the Association.

Authorization forms shall be completed and submitted to the District office at the start of each school year. The Board shall deduct from each employee's pay the current dues of the Association provided the Board has received the proper authorization form.

- 2.1.1 Pursuant to such authorization the Board shall deduct a total of one-ninth of such dues from the employee's regular paychecks each month for nine months, beginning in September and ending in May of each year.
- 2.1.2 The Board shall remit said deducted dues to the Association within ten (10) days following the last pay period of each month.
- 2.1.3 The Board shall have no responsibility for collecting past or overdue Association dues.

2.2 Fair Share - The parties agree that Fair Share is currently not in effect due to the U.S. Supreme Court decision in Janus v AFSCME(2018). This section shall remain unenforceable unless and until the Janus decision is reversed by the Supreme Court, and Fair Share becomes legal again in public sector contracts.

- 2.2.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association, including local, State, and National dues.
- 2.2.2 In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages on the non-member.
- 2.2.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following the last pay period of each month.
- 2.2.4 In the event any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense, and through its own counsel provided:
  - (a) The Employer gives the Association notice within 48 hours of receipt of such action in

- writing and permits the Association intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association, and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

2.2.5 The Association agrees in that any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

- (a) It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

2.2.6 The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper administration and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rule and Regulation of the Illinois Educational Labor Relations Board.

### 2.3 Board Agenda

During the regular school year and during the summer months, an electronic copy of the agenda from all regular and special Board of Education meetings will be provided to the Association President within 24 hours of the scheduled meeting. The 24-hour parameter may be waived in cases of emergencies.

### 2.4 Board Agenda Minutes

One copy of the official open Board minutes shall be placed on the District's website within ten (10) days after the Board approves such minutes.

### 2.5 Copies of Agreement

Within thirty (30) days after the ratification of the Agreement by both parties, the Board shall place a ratified copy of the agreement on the district website for teacher use.

### 2.6 Pertinent Information – Association

Upon written request, the President of the Association shall receive one copy of the following information:

- |    |                                  |    |                            |
|----|----------------------------------|----|----------------------------|
| A. | Annual Financial Report          | B. | Annual Audit               |
| C. | Scattergram of Current Employees | D. | Seniority List             |
| E. | Approved Budget                  | F. | Contract of Administrators |

2.7 Use of School Building

The local Association shall have the right, upon approval of the Superintendent or designee, to use the school building for meetings at a time when school is not in session provided that such meetings do not interfere with instructional and/or extra-curricular programs. The Superintendent or his/her designee shall approve all meeting areas. Whenever special custodial service is required, the Board may make a reasonable charge for the service.

2.8 Use of School Business Equipment

With the approval of the Superintendent or his/her designee, the Association shall be allowed the use of school business equipment except for the District Office Equipment, provided that the use of said equipment does not interfere with instructional and/or extra-curricular programs. The Association shall purchase all supplies and materials used in the business of the Association. School business equipment shall not be taken from the District's building unless prior approval of the Building Principal is given.

2.9 Use of Bulletin Boards and Mailboxes

The Local Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board in the teachers' workroom and through school email. The Association may use the teachers' mailboxes for communications to bargaining unit members.

2.10 Authorization Representative on Campus

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business before and after the teacher's workday and during the teacher's duty free lunch period provided they notify the principal's office. The presence of the authorized representative shall not interfere or disrupt the instructional or extra-curricular programs of the District.

2.11 Office File – Right to Review

The official file of all materials related to an employee shall exist at the central administration office. Each employee shall have the right to review the contents of his/her own file during the regular business hours and with at least forty-eight (48) hours prior written notice. All pre-employment confidential materials are excluded from this right to review. Review of the official file shall be at a time, place, and method designated by the Superintendent. After review of the file, the employee shall have the right to insert into the written file reactions to materials therein. The employee shall not remove any material from his/her file. After the review of said file, the employee may request a copy of its contents to be made by the district for the employee.

The district shall have four (4) days to fulfill such requirements.

### ARTICLE III

#### WORKING CONDITIONS

##### 3.1 Work Day

The regular workday for all employees shall be no longer than (7 3/4) seven and three quarters consecutive hours.

The regular work day for all employees shall be from 7:30 a.m. – 3:15 p.m. Monday through Thursday and 8:00 a.m. to 3:15 on Friday. The time period from 7:30 a.m. to 8:05 a.m. will be utilized for “Common Planning Time” as directed by the building principal. The only exceptions to the 3:15 dismissal time will be the following:

- A. Meetings scheduled by the administration with a 24 hour notice unless it is deemed an emergency.
- B. Parent Teacher Conferences will be held within two (2) weeks of completion of the first nine-weeks. Final Dates and times of the Conference shall be determined by the administration with input from the Union leadership. These dates will be determined and approved when the school calendar is approved. In the result of conferences taking place after school hours, teachers will be given at least one and a half hours of preparation time between the end of the school day and the beginning of parent teacher conferences.
- C. Emergency situations, which endanger the student's welfare and safety as determined by the Superintendent.
- D. Teachers who have paid extra-curricular assignments shall be required to remain past the regular workday to perform those duties. It is further understood that some of the job requirements must be performed during the regular workday. Principal or Superintendent must give approval for teachers to be excused from any meeting.
- E. An abbreviated schedule will be followed on the day preceding the Thanksgiving recess, winter break recess, spring break recess and Good Friday. (unless school will not be in session)

##### 3.2 Preparation Period

Whenever possible, each full-time teacher shall have at least one preparation period per day which is equal to the regular instructional period. Whenever possible this preparation period will be in addition to the “Common Plan Time” defined in 3.1 Work Day. Any teacher required to teach a class during their preparation period/ “Common Plan Time” will be compensated at a fraction of their teaching load. For example, if a teacher teaches six classes, they will receive one sixth (1/6)



of their base salary for the extra class.

Certified support staff (Guidance Counselors, Social Workers, Psychologists, etc.) do not receive preparation periods, however, if they are ever required to teach a class in an area where they are certified, they will be compensated at 1/7 of their base salary.

### 3.3 Duty Free Lunch

Each full-time teacher shall be entitled to and be allowed a duty free lunch period equal to the regular local school lunch period but not less than 30 minutes in each school day.

### 3.4 Early Dismissal

When school is dismissed early due to severe winter weather; bargaining unit members shall be dismissed no later than ten (10) minutes after students have been dismissed.

### 3.5 School Calendar

The school calendar shall consist of 180 teacher responsibility days. The salary schedule shall be based on the maximum number of teacher responsibility days.

Unused emergency days shall not become workdays for teachers.

### 3.6 Notification of Assignments

All teachers shall be given written notice of their tentative assignments for the following school year at least thirty (30) days prior to the beginning of such school year. If an emergency arises as determined by the administration which necessitates a change in such assignment, the teacher shall be informed and given an opportunity to discuss such changes. If the change is unacceptable to the teacher, the teacher shall be given an opportunity to resign without penalty.

### 3.7 Vacancy Notice

During the school year, the Superintendent shall issue a notice of all vacancies and/or newly created certified positions as well as email the Association president. During the summer months (June, July, and August) the Superintendent shall email the Association President such vacancy notices.

### 3.8 Assignments

Employees shall not be assigned outside the scope of their teaching certificates/licenses and legal

qualifications as defined by the Illinois State Board of Education.

### 3.9 Right of Representation

A teacher shall be entitled to have a representative, if one is requested by the teacher, present at a conference with the Principal, the Superintendent, or the Board of Education, when disciplinary action is being contemplated, as well as when disciplinary action is being taken. The district agrees that its rules and regulations governing employee conduct shall be reasonable and that enforcement of employee discipline shall be fair and for cause. Teacher evaluations are excluded from the right of representation.

### 3.10 Equal Distribution of Teaching Assignments

There shall be an equal distribution of teaching assignments including classes and study hall insofar as the administration is able to do so.

### 3.11 Procedure For Handling Student/Parent Complaints

1. In the event a student or parent has concern or complaint about a teacher the student or parent will first be directed to the teacher to discuss and resolve the situation. There is no right to the presence of a union representative as an advocate, witness or for any purpose at the conference between the parent and the teacher; however, the teacher has the option to skip step one (with prior consent of the building principal) and go to the next level.
2. Should resolution not be reached at this level, then the principal, teacher and student or parent will meet to resolve the situation.
3. Barring resolution at the principal's level, the matter will be referred to the Superintendent for a conference with the teacher, Superintendent, and student or parent.
4. If not resolved at the Superintendent's level, then the parent or student may proceed to the Board of Education. It is understood by the Association that a parent may request to be placed on the school board agenda prior to following the above-mentioned steps.
5. To be placed on the agenda, the parent or student must put their concerns or complaint in writing, prior to the board meeting, and submitted to the board by the Superintendent prior to the board meeting. The teacher shall also be given a copy of the written complaint.
6. It is understood that the teacher shall be entitled to Association representation at all levels from the Principal's level, to the Superintendent's level, and at the Board of Education's level.

### 3.12 Clean Building/Classrooms

The Board of Education will provide clean working conditions.

### 3.13 Scheduled Parent/Student/Teacher Conference

If a parent/student/teacher conference is scheduled during a teacher's regularly scheduled teaching assignment, the teacher shall be given at least twenty-four (24) hour notice prior to the intended conference. The administrator may waive the twenty-four (24) hour notice requirement in case of an emergency situation as defined by the administrator.

### 3.14 Attendance of Open House, 8<sup>th</sup> Grade Orientation, and Graduation Ceremony

Each teacher shall be required to attend the annual Open House, 8<sup>th</sup> Grade Orientation Night, and the end of school year Graduation Ceremony. Upon unusual circumstances, the Superintendent shall waive a teacher's presence if approved. The date for Open House and 8th Grade Orientation Night will be set by the administration with input from the Association. These dates will be determined and approved when the school calendar is approved.



## ARTICLE IV

### **TEACHER EVALUATION**

Prior to the first day of student attendance each year, the administration shall conduct a faculty meeting to inform certified employees the evaluation procedures, standards, and evaluation instruments to be used.

#### **Observation Cycle versus Evaluation Cycle**

Both an Observation Cycle and an Evaluation Cycle consist of informal observations, pre-conferences, formal observations, and post conferences. The difference is in respect to the final summative rating. When speaking of an Observation Cycle, we do NOT include a summative rating, however, when speaking of an Evaluation Cycle, the cycle ends with a summative rating. Generally speaking, non-tenured teachers undergo two Observation Cycles that make up one Evaluation Cycle. Regarding tenured teachers, the Observation Cycle and Evaluation Cycle are one in the same.

Formal Observation vs Informal Observation– shall be defined by SB7

A formal observation shall be 45 consecutive minutes in length or an entire class period if periods are less than 45 minutes.

Any written evaluation shall be based on both formal and informal observations of a school related nature. All monitoring and observations of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of any devices for the purpose of surveillance shall not be permitted.

**Pre-conference Defined** – The teacher and the evaluator shall use the pre-conference prior to formal observation to acquaint the administrator with situations unique to the particular classroom. A mutually scheduled time shall be set before the first formal classroom observation. If a mutual time cannot be agreed to, the evaluator will schedule the pre-conference.

**Post Conference Defined** – The teacher and the evaluator shall use the post-conference to discuss the formal observation. The evaluator shall share any observation notes and evidence observed during the observation.

#### **Probationary (non-tenured) Teachers**

**Formal Classroom Observations** – At least one observation cycle per semester, however, they shall only be given a summative rating after the second observation cycle in a given year.

A minimum of three classroom observations (two of which must be formal) shall be conducted during the course of the school year before the final evaluation is completed. A follow-up meeting (post conference) will be held within five (5) teacher workdays of the first formal observation to discuss the formal classroom observation. At that time, a copy of the observation report will be made available to the teacher. No rating will be given.

The second formal classroom observation, preceded by a pre-conference, will be announced at least 24 hours prior to the observation. A follow-up meeting (post-conference) will be held within five (5) teacher workdays of the formal observation to discuss said observation. At that time, a copy of the observation report will be made available to the teacher. No rating will be given. Additional formal classroom observations shall be announced at least 24 hours prior to the observation.

After the last post conference, a summative evaluation conference will be held at a mutually agreed upon day and time at which time a summative rating will be given. The teacher shall sign and be given a copy of the evaluation form prepared by the administrator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation only that it has been discussed. An employee may submit additional comments to the written evaluation if he/she desires. The immediate supervisor will sign the response acknowledging only that he/she has read the material and no case shall be construed to mean that he/she necessarily agrees with the contents of the employee's comments.

#### **Contractual Continued Service (tenured) Teachers**

**Formal Classroom Observations** – For each tenured teacher who received either an “excellent” or “proficient” performance evaluation rating in his or her last performance evaluation, a minimum of two observations are required during the two-year cycle in which the current evaluation is conducted, at least one of which must be a formal observation.

For each tenured teacher who received a “needs improvement” or “unsatisfactory” performance evaluation rating in his or her last performance evaluation, a minimum of three observations shall be required in the school year immediately following the year in which the “needs improvement” or “unsatisfactory” rating was assigned, of which two must be formal observations. Any teacher rated as needs improvement will be placed on a professional development plan as outlined in statute. Any teacher rated as unsatisfactory will be placed on a remediation plan as outlined in statute.

Additional formal classroom observations, preceded by a pre-conference, shall be announced at least 24 hours prior to the observation. A follow-up meeting (post-conference) will be held within five (5) teacher workdays of the formal observation to discuss said observation. At that time, a copy of the observation report will be made available to the teacher. No rating will be given.

After the last post conference, a summative evaluation conference will be held at a mutually agreed upon day and time at which time a summative rating will be given. The teacher shall sign and be given a copy of the evaluation form prepared by the administrator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation only that it has been discussed. An employee may submit additional comments to the written evaluation if he/she desires. The immediate supervisor will sign the response acknowledging only that he/she has read the material and in no case shall be construed to mean that he/she necessarily agrees with the content of the employee's comments.

#### **Final Evaluation Disposition**

A copy of the final evaluation, with a summative rating, will be placed in the teacher's personnel file.

The final evaluation shall include the written response, if applicable. If requested, the Board of Education shall be furnished a summative report of each evaluation conducted.

### **Appeals Process for Unsatisfactory Summative Performance Evaluation Ratings**

#### 1. Notice of Appeal

A teacher rated unsatisfactory on a summative evaluation issued after July 1, 2020 may appeal the rating by submitting a timely written notice of appeal to the Superintendent. The teacher's written notice of appeal must be submitted within five (5) school days of the summative conference or issuance of the final Summative Rating Form, whichever occurs first. Upon receipt of a timely appeal, the Superintendent or designee shall inform the evaluator who issued the unsatisfactory rating of the appeal and convene a panel of qualified evaluators to conduct a review of the appeal. Untimely appeals will not be advanced to the panel of qualified evaluators.

Engaging the appeals process shall not prevent or delay the District from developing or implementing a remediation plan for the teacher who was issued an unsatisfactory rating. Filing an appeal does not excuse the teacher's participation in development or implementation of the remediation plan.

#### 2. Content of the Notice of Appeal

The teacher must specify in the notice of appeal the reasons the unsatisfactory rating is erroneous and identify all facts or evidence to support the basis for appeal. This includes, but is not limited to, the teacher identifying the type of error as: (a) computational error, (b) procedural error, and/or (c) misinterpretation or misapplication of the professional practice rating. Appeals may be based on student growth ratings in whole or in part only if the teacher identifies in the notice of the appeal an error in the computation of the student growth rating. Reasons, facts or evidence not specified in the written notice of appeal will not be considered by the panel and will be deemed to have been waived. The Superintendent may develop a form to be used for the notice of appeal.

The evaluator who issued the unsatisfactory rating may, at their election, submit a written response to the teacher's notice of appeal within five (5) school days of the Superintendent's receipt of the teacher's notice of appeal.

#### 3. The Written Record of the Rating

Following receipt of a timely appeal, the Superintendent or designee shall prepare the written record of the rating and submit it to the panel of qualified evaluators once convened. The written record of the rating shall be limited to the following records:

- (a) the school district's complete evaluation plan;
- (b) documents and materials submitted by the teacher to the evaluator during pre- and post-conferences and observations;

- (c) the teacher's observation reports, including any formal or informal observation reports;
- (d) the teacher's summative evaluation;
- (e) any written communications between the teacher and any administrator participating in the teacher's evaluation process which is relevant to the teacher's performance;
- (f) the teacher's written notice of appeal specifying any and all bases for the appeal; and
- (g) any written response to the appeal from the evaluator.

A copy of the written record of the rating shall be provided to the teacher and the evaluator.

4. Panel of Qualified Evaluators

The panel of qualified evaluators shall be comprised of three (3) administrators who are: (a) employed by the District or another Illinois School District and (b) meet the definition of "evaluator" as defined in *School Code* Section 24A-2.5. The panel may not include the evaluator who issued the unsatisfactory rating.

The Superintendent and Union President shall confer within two (2) days after receipt of a timely notice of appeal in an effort to mutually agree upon the three (3) administrators to serve on the panel. If the Superintendent determines that no agreement can be reached, he/she has the sole discretion to determine who will serve on the panel. The Superintendent shall convene the panel by sending an email to notify each administrator of their appointment to the panel.

5. Standard of Review for the Appeal

The teacher has the burden of demonstrating that their unsatisfactory rating is erroneous. As such, the panel's review and assessment should focus on answering two questions: (1) were there errors in the summative rating, and, if so, (2) did the errors matter (i.e., would the teacher have received a higher rating if the error(s) had not been made). Panel members should be careful not to substitute their opinion for that of the evaluator who witnessed the teacher's lesson.

The panel may revoke an unsatisfactory rating only if a majority of the panel agrees that the evidence shows that it is substantially more likely than not that the teacher should have received a summative rating higher than unsatisfactory. Minor procedural errors under the evaluation plan cannot serve as the basis for revoking an "unsatisfactory" rating.

6. Panel Decision on Appeal

Upon receipt of the written record of the rating, the panel of qualified evaluators shall conduct an

expedited review of the appeal. The panel must meet at least once as part of the review process. The review shall be limited to the information contained in the written record of the rating.

The panel shall notify the Superintendent and the teacher in writing of its decision to uphold or revoke the unsatisfactory rating within ten (10) school days after receipt of the written record of the rating. The teacher shall provide a copy of the decision to the Union President. The decision of the panel is final and not subject to further review.

If the panel determines that the unsatisfactory rating is erroneous and should be revoked, the panel shall also make a recommendation on the replacement rating to be issued by the District. If either the Superintendent or the Union disagrees with the recommended replacement rating, they have three (3) school days to issue a written request to bargain the replacement summative rating for that teacher. Otherwise, the panel's recommended replacement rating shall be issued by the District and is final.

### **Right to Evaluate**

Nothing contained herein shall limit the right of the administration to evaluate a teacher's performance. Any observations, used to evaluate the teacher, shall be reduced to writing and discussed with the teacher prior to being placed in the teacher's evaluation.

### **Management Rights**

Any grievance filed relative to this article shall be limited to violations of the specific procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments or personalities shall not be subject to the grievance procedure.

Any changes in Evaluation Plan shall take place between an Association appointed committee and the administration. Alterations agreed to by both parties will be subject to School Board approval.



## ARTICLE V

### GRIEVANCE PROCEDURE

#### 5.1 Definitions

- A. A grievance is a claim by the Association, teacher or group of teachers involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.
- B. All time limits shall consist of school days except that when a grievance is submitted less than (10) days before the close of the current school term, time limits shall consist of all weekdays. Weekdays as defined shall exclude all Federal holidays.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

#### 5.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:

- A. The grievant or Association shall present the grievance in writing within five (5) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall arrange for a meeting to take place within (10) days of his/her receipt of the written grievance. The supervisor shall provide a written answer to the grievant within ten (10) days after the meeting.
- B. If the grievance is not resolved at Step A, the aggrieved or Association may refer the grievance to the Superintendent or official designee within ten (10) days after the receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of her receipt of the appeal. Within ten (10) days of the meeting the grievant shall be provided with the Superintendent's written response.
- C. If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.
  - a. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the School District and the Association, and his

decision must be based only upon his interpretation of the meaning of application of the express relevant language of the Agreement.

- b. Each party shall bear the full costs for its representation in the grievance procedure.
  - c. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union.
  - d. Each party shall share equally the costs of the arbitrator and the AAA.
- D. Failure of the teacher or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
- E. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted.
- F. Step A of the grievance procedure may be bypassed and the grievance brought to Step B if mutually agreed upon by the Association and the Superintendent.
- G. If the Superintendent and the Association mutually agree, a grievance may be submitted directly to arbitration.
- H. Class grievances involving one or more teachers or one or more supervisors and grievances involving an administrator above the building level may initially be filed by the Association at Step B.
- I. The Board acknowledges the right of the teacher to have a local Association representative present, if the grievant requests one, at the informal process or at Step A and any Association representative, if the grievant requests one present at Step B or Step C. No teacher shall be required to discuss any grievance if the Association representative is not present, if one is requested.
- J. No Reprisals. No reprisals shall be taken by the Board or the administration against a teacher because of his participation in a grievance.
- K. With the Superintendent's approval, the grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in 2 A-C.
- L. All records related to a grievance shall be filed separately from the personnel files of the teachers.

A grievance may be withdrawn at any level without establishing precedent.

## ARTICLE VI

### LEAVES OF ABSENCE

#### 6.1 Sick Leave

Regular certificated staff shall be entitled to thirteen (13) days sick leave per year. Unused sick leave shall accumulate to 370 days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family or household, or birth, adoption, or placement for adoption.

For the purpose of sick leave "immediate family" shall include parents, spouses, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, step-parents, brothers-in-law, sisters-in-law, mother-in-law, father-in-law, legal guardians, or domestic partner.

After an absence of three (3) days for personal illness, or 30 days for birth or as the school board may deem necessary in other cases, the employee may be required to furnish a physician's certificate of treatment in accordance with 105 ILCS 5/24-6.

Excessive absenteeism or a recurring pattern of absenteeism shall be reviewed by the Superintendent and/or his/her designee. The Superintendent may at any time request a physician's statement from an employee suspected of abusing sick leave. The District shall pay for the employee's expenses in obtaining the doctor's certificate.

Prior to the first pay date, the employer shall furnish each employee with a written statement setting forth the total number of accumulated days of sick leave.

The Board shall provide each teacher upon termination of employment for any reason a notarized statement of accumulation of unused sick days upon request of it in writing to the bookkeeper.

#### 6.2 Absence due to on the job injury.

Absence due to injury incurred in the course of the teacher's workday while assigned teaching duties shall be treated as sick leave. However, income received from Workers' Compensation shall be deducted from the District's compensation liability to the teacher. When income from other than District funds is received by the teacher due to his/her injury, the District shall only be responsible for the remaining salary owed to the teacher. The intent of the District is that in no case shall the teacher who was injured while performing his/her teaching duties receive more than 100 percent of his/her gross salary.

If a teacher who is injured on the job receives no District funds, no sick leave benefits will be deducted. If a teacher who is injured on the job received District funds, sick leave benefits will be deducted on a pro-rata basis.

### 6.3 Personal Leave

Employees shall be credited with three (3) personal business leave days, per year, if the following procedure is followed by the employee.

1. For full time employees, personal leave shall consist of three (3) days per year. If any of these personal leave days are not taken, up to a maximum of one (1) day shall be carried over to the next year as a personal leave day, so that an employee may have a maximum of four (4) personal leave days to use in one year. All other unused personal leave days will be accumulated as sick leave at the start of the next year.
2. At least five (5) days prior written notice shall be given to the principal and to the Superintendent for final approval. In the case of an emergency the five (5) day notice may be waived by the Superintendent, but the employee must state the reason in writing for such use. In the case of less than five (5) days written notice; the Superintendent retains the prerogative to approve or disapprove such requests;
3. Personal days may only be used immediately before or after a holiday or to extend a vacation period; if approved by the Superintendent.
4. Such personal business leave days may not be used in increments of less than one-half day; based on a 7 hour and 45 minute day.

For record keeping purposes, before or after 11:30 a.m. shall constitute the half-day. This division is also usable for sick days.

5. Personal business leave may only be used by the employee to conduct business that cannot be conducted outside the regular school day or on weekends. If the Board finds such abuse, the Board retains the prerogative to “dock” the teacher’s salary 1/180<sup>th</sup> for each day of abuse.
6. No more than two (2) employees in the District may use personal business leave on the same day without the authorization of the Superintendent.
7. An employee can request to convert three (3) sick days to personal days if needed due to an Act of God / catastrophic event. Unused converted personal days shall not carry over. The Superintendent will approve or deny all such requests.

### 6.4 Professional Leave

After the approval of the Superintendent or designee, staff members may be released with full pay to attend conventions, professional meetings and workshops, visit exemplary programs, and participate in other professional growth activities related to the teacher’s field as determined by the

Superintendent.

1. Subject to the Board's policy under the Travel Expense Control Act, each certified staff member attending a conference or meeting will be allowed the following total expenses, for all the conferences or meetings attended in one school year.
  - a. Lodging
  - b. Meals not to exceed \$60.00/day
  - c. Mileage expense at the IRS rate;
  - d. Registration fees.

Prior to the reimbursement by the District, the employee shall present receipts verifying such expenses.

### 6.5 Family and Medical Leave

Teachers who have worked at the District for at least 12 months and who worked at least 1,250 hours in the 12-month period immediately preceding the proposed leave are eligible for leave according to the terms of the Family Medical Leave Act (FMLA) as of the date of this agreement. An eligible employee may take FMLA leave up to a combined total of 12 workweeks per rolling year. FMLA shall run concurrently with any other leave granted for an FMLA qualifying purpose and may be used in conjunction with sick or personal leave.

### 6.6 General Leave of Absence Without Pay

With prior approval of the Board of Education, leaves of absence without pay may be granted to tenured employees who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approval leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leave of absence without pay for not more than one year may be granted to tenured teachers according to the following conditions:

1. Written requests for leave of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board. The ninety (90) days parameter may be waived by the Board of Education.
2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves of less than one month, if acceptable and approved by the Superintendent, will not require Board approval nor three (3) months notice.
4. Employees will not advance on the salary scale while on any approved leave of absence without pay unless working at least ninety (90) days in any given school year in which leave is effective.

5. The employee shall inform the Superintendent of his/her intent to return to a similar position for the following school year not later than February 1.
6. A teacher on leave of absence without pay shall not lose tenure. An unpaid leave of absence shall not count when determining District seniority.
7. Teachers on such leave may continue insurance benefits subject to the insurance carrier and if they reimburse the District the cost of the insurance premium at least ten (10) days prior to the due date.

#### 6.7 Association Leave

In the event that the Association desires to send representatives to a Region 44, State or National conference, these representatives shall be excused without loss of salary provided the Association reimburses the District for the cost of substitutes. The Association shall be limited to a maximum of two (2) days per school year. No more than two (2) teachers shall be excused for said leave. Notification of such leave shall be submitted in writing at least ten (10) school days in advance of the date of leave. In addition, the Association shall pre-pay the cost of substitutes prior to the use of said Association leave.

#### 6.8 Bereavement Leave

In the case of death in the immediate family of a regularly employed teacher, the teacher is entitled to be absent without loss of compensation for a period of three (3) school days beyond such death. "Immediate Family" is interpreted to be parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law and legal guardians or any other member of the family residing in the household at the time of death. Additional bereavement days may be granted by the Superintendent and these days will be taken off the sick leave. Bereavement days must be taken within a reasonable amount of time following the death.

In the event of the death of the employee's child, an employee who has worked at the District for at least 12 months, and who worked at least 1,250 hours in the immediately preceding 12 months may be eligible for up to ten (10) days of unpaid child bereavement leave in accordance with the Child Bereavement Leave Act. These ten (10) days are inclusive of, and not in addition to, any paid bereavement leave provided to that employee.

In the case of death of an uncle, aunt, or grandparent of spouse, the teacher is entitled to be absent one (1) day without loss of compensation (holidays excluded).

Sick days may be used for additional bereavement days with Superintendent's approval.

These days cannot be accumulated or transferred to accumulated sick leave.

## 6.9 Sick Leave Bank

Certified staff members may elect to participate on an annual basis to a voluntary Sick Leave Bank. Certified staff members would build a Sick Leave Bank by contributing two (2) days during the first year of implementation of the Bank, and one (1) day each year thereafter. If the Bank has a balance of 200 days or more on the first day of school, then no contribution will be necessary from anyone except first-year employees and current employees electing to join the sick bank. A retiring staff member may elect to donate up to 5 sick days which are not used for retirement purposes. These days will not be reimbursed by the district.

The Sick Leave Bank will be administered by a Sick Leave Bank Review Committee under the control of the Association Executive Board. The parties agree that the Bank will be in effect beginning the 2020-2021 school year and subsequent school years.

### Participation:

Any certified staff member covered by this agreement is eligible to participate in the Sick Bank (eligible employee). In order to participate, the eligible employee must donate two (2) days of sick leave to the Sick Bank:

- a) within twenty (20) school days of initial employment for newly hired employees or;
- b) between the beginning of the school year and September 15 of each school year for any teacher who was not eligible to participate or chose not to participate in the previous year.

An eligible employee who chose not to participate in the previous year or years must donate an additional two (2) days of sick leave for every year in which he or she chose not to participate. Once an eligible employee elects to participate and continues their participation, they will be considered eligible members of the Sick Bank.

### TO BE ELIGIBLE TO DRAW ON THE BANK, THE FOLLOWING CONDITIONS MUST BE MET:

1. The eligible member must have suffered a catastrophic type illness or injury (e.g. such as, advanced cancer, massive heart attack or multiple severe injuries from an automobile accident or fire) as determined by the Review Committee.
2. The eligible member must have exhausted his/her own accumulated sick leave days and personal leave days.
3. The eligible member must submit a request to the Review Committee, which identifies the reason for the request and the number of sick days needed from the Bank. The Committee may also require additional information from the person (e.g., a report from the physician confirming the illness or injury and the prognosis which necessitates use of the Sick Leave Bank for the number of days requested by the eligible member. Nothing in this paragraph shall preclude the Board of education from requiring the eligible member to submit to an examination by a licensed physician at the District expense in accordance

with the Collective Bargaining Agreement between the Board and the Association.

4. The Sick Leave Bank may be used only for the eligible member's severe medical condition. Those participating in the bank may draw up to 100 days from the bank in any one school year as long as there are contributed, unused days in the bank. Priority for use of Sick Leave Bank days will be on a first come, first served basis. A member ceasing employment or withdrawing from membership and participation in the Sick Leave Bank shall not be able to withdraw the contributed days.
5. In the event that an eligible member becomes eligible, under TRS rules, for temporary or permanent disability, the member shall no longer qualify for days from the Sick Leave Bank until returning to work full-time. This will be allowed only if an unconditional release, stating that the member can fulfill his or her duties with no restriction, is presented. Usage and operation of the Sick Leave Bank shall be in full compliance with any applicable provisions of state and federal laws or regulations.
6. The Association agrees to indemnify and hold harmless the Board, its members, employees, and agents for and against any claims, grievances, actions, causes of action or liability resulting from the Association's operation and administration of the Sick Leave Bank, including, but not limited to, any claims based upon the Committee's denial of the staff members application for sick leave bank benefits.
7. Should the Union decide to terminate the sick leave bank, all days in the bank shall be returned to the union member that donated them. Days that were donated by an employee who has either left the district, left the union, or retired shall be lost. The Union will keep a strict record of days donated and by who. These records will be shared with the District.



**ARTICLE VII**

**REDUCTION IN FORCE**

7.1 Should the Employer decrease the number of teachers employed or discontinue some particular type of teaching service, such action(s) shall be in accordance with the specific provisions of the Illinois School Code in effect at the time the action is taken.

**RIF GROUPING RULES**

**Group 1**

Non-tenured, and:

- 1, Not received a performance evaluation; or
2. Is employed for one school year or less to replace an employee on leave; or
3. Is employed on a part-time basis

Dismissal based on district's discretion

**Group 2**

Teachers who received "NI" or "U" on either of their last two evaluations

Dismissal based on average evaluation rating

Tie – based on seniority

**Group 3**

Teachers who received at least "P" on both of their last two evaluations (or on their last one, if only one is available)

Dismissal – based on seniority

**Group 4**

Teachers who received "E" on their last two evaluations and teachers who received "E" in two of their last three evaluations with the other being "P".

Dismissal based on seniority

7.2 Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority:

1. Continuous service shall begin from the first day the Board officially approves a contract to the teacher;

2. Less than full-time consecutive years of employment shall be counted as continuous service on a pro-rata basis;
3. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District; however, approved unpaid leaves of absence of ninety (90) consecutive school days or more shall not be counted in determining District seniority.
4. A teacher who is promoted out of the bargaining unit and subsequently returned to the bargaining unit without a break in service shall have seniority computed from the first day of original employment.

7.3 If the District seniority is equal between two or more teachers as determined above, casting lots shall be used in determining which teacher(s) shall be honorably dismissed by the Board.

ARTICLE VIII

NEGOTIATION PROCEDURES

- 8.1 Bargaining for a successor agreement shall begin no earlier than March 1 of the last year of this Agreement, unless both parties agree to begin earlier.
- 8.2 During negotiations, tentatively agreed upon items shall be reduced to writing or typed and initialed by a member of both negotiating teams and upon final agreement, the entire agreement shall be submitted to the Association and to the Board for ratification.
- 8.3 If mediation assistance is requested, the Federal Mediation and Conciliation Service shall be contracted for mediation purposes. If FMCS is unavailable for mediation services, the I.E.L.R.B. shall be notified.

## ARTICLE IX

### SALARY AND COMPENSATION

#### 9.1 Salary

The salary schedules 2020-2021, 2021-2022 and 2022-2023 school years shall be set forth in Appendix A, which is attached to and incorporated in the Agreement.

9.1.1 Teachers will receive their pay over a twelve (12) month period. Teachers shall receive their pay twice a month on the 15<sup>th</sup> and 30<sup>th</sup> day of the month. It is understood that if a payday falls on a weekend or holiday, then the paycheck shall be issued on the last teacher workday before the holiday or weekend.

#### 9.2 Extra – Curricular, Extra Pay/Duty, Extra Duty Schedule

- A. The Extra-Curricular, Extra Pay/Duty (EPED) and Extra Duty pay schedules shall be set forth in Appendix B, which is attached to and incorporated in the Agreement
- B. Pay for the above shall be a separate check within 30 days of the end of the season or activity and shall be issued with the extracurricular payroll on the 20<sup>th</sup> of the month. Federal taxes, state taxes, and TRS shall be withheld in accordance with current federal, state, and TRS law. Payment will be in a separate check. All equipment and inventory must be collected and recorded before the check is released to the coach/sponsor.
- C. All extracurricular positions must be posted to SACHS faculty and staff and emailed to the Association President.

#### 9.3 Sheltering Teacher Retirement Contribution

According to authority granted by the Pension Reform Act of 1974, Section 4.14(h)(2) of the Internal Revenue Code, the Board of Education agrees to pay to the Teachers' Retirement System on behalf of each teacher, from the established compensation schedule, the Member TRS contribution amount as established by the Teachers' Retirement System. The Board will continue to pay to the Teachers' Retirement System from future established compensation schedules, on behalf of each teacher, the Member TRS contribution amount as established by the Teachers' Retirement System. In addition, the Board will pay to TRS the Member THIS contribution amount, as established by the Teachers' Retirement System, on behalf of each teacher. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

#### 9.4 Graduate Hour Credit

Teachers who earn graduate hour credit will be advanced on the salary schedule provided the following requirements have been met:

1. The teacher shall present a request for course subject approval to the Superintendent in advance, no later than:
  - (a) June 1 prior to summer school enrollment;
  - (b) September 1 prior to fall semester enrollment;
  - (c) January 1 prior to spring semester enrollment;
  - (d) 30 days prior to any, other interim sessions provided by a College or University;
  - (e) The Superintendent may waive these timelines under extenuating circumstances-i.e, cancellation of a class and the need to register or, late notice of available classes.
2. The Superintendent accepts or rejects the course based on its pertinence to the area of Education or as the course relates to subject(s) taught.
3. Once advance approval for the course is given and the course is taken, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement;
  - a. All hours must be earned at an accredited university.
  - b. Written verification from the University demonstrating successful completion must be on file in the District's Administrative office no later than September 15. Not meeting the deadline, the teacher must wait until the second semester of the school year to receive the advancement on the salary schedule. The September 15 deadline does not apply when the University fails to provide timely written evidence.
  - c. Transcripts or written verification from College or University officials may be used until an official transcript can be obtained.

Teachers shall advance to the appropriate earned lane on the salary schedule at the beginning of the academic year.

#### 9.5 Insurance

The Board shall pay a maximum of \$900 per individual per month for the cost of Board contracted health, dental and vision insurance for each employee for the 2020-2021, 2021-2022 and 2022-2023 school years. The Association and the Board of Education shall select the group policy carrier.

9.6 Tuition Reimbursement

The School Board shall allow up to \$3,000.00 per school year of tuition reimbursement for courses from an accredited institution for courses completed with grades “B” or better. Additionally, the courses must specifically relate to the content area being taught by the teacher or be courses included in a program for a Master’s Degree in Curriculum and Instruction. The aggregate amount per teacher shall not exceed \$9,000.00 during the term of this contract. The Board shall pay out the tuition reimbursement in \$3,000.00 per year for up to three years. The teacher shall receive this reimbursement at the start of the following school year when the teacher begins work within the district. If the teacher leaves the District within two years of receiving payment for tuition reimbursement, he or she will reimburse the District the amount paid to the teacher. Additionally, if the teacher leaves the District before all of the tuition reimbursement is paid, the teacher forfeits the rest of the unpaid tuition reimbursement. All coursework must be approved by the Superintendent and the teacher must supply documentation indicating the cost of the course.

9.7 Mentoring

“Mentoring” is a separate duty to be paid in two (2) payments – one at the end of the first semester and one at the end of the second semester. The stipends shall be as follows:

2020-2021	\$500
2021-2022	\$500
2022-2023	\$500

This stipend is to be paid per mentor. The District shall be responsible for providing training (if necessary) for mentors.

9.8 Contract Reopener for Economic Reasons

In the event of a legislative or regulatory change that results in:

1. A pension cost shift – meaning any mandated increase in the Board’s required contributions to TRS; or
2. A property tax freeze – meaning any freeze or reduction in property tax revenue; or
3. A decrease in General State Aid of 10% or more compared to the District’s prior year’s General State Aid,

then either party shall have the right to reopen this Agreement with respect to wages and District TRS contributions. All other terms and conditions of this Agreement shall remain in full force and effect. The party desiring to reopen this Agreement pursuant to this clause shall provide written notice to the other party of its desire to reopen the Agreement, and identify the items to be negotiated (as limited above), and the parties shall in good faith meet to negotiate with respect to the items so identified.

Any request to reopen the wages and/or District TRS contributions must be made within 60 days of the effective date of the legislation or regulatory action that is the basis for the request. Failure to meet this timeline shall be deemed a waiver of the right to exercise this reopener option with respect to that specific legislation or regulatory action.

### 9.9 Creditable Earnings Contingency

This provision shall only apply to employees eligible to retire and qualified for a retirement annuity under TRS rules and regulations and to any employee that is within four years of becoming eligible to retire and qualified for a retirement annuity under TRS rules and regulations, and, in either case, regardless of whether the employee is actually retiring or submitting a notice of retirement. For purposes of convenience and this provision only, such employees shall be referred to as "Eligible Employees."

The current TRS rules and regulations provide that a Tier I teacher is eligible to retire and receive a retirement annuity if the following years of service and age criteria are met:

Years of Service	Age
5	62
10	60
20	55 (discounted)
35	55 (nondiscounted)

The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in an employee's retirement annuity being fully funded by the Illinois Teacher Retirement System, without Board liability for any portion of the retirement annuity. This means that an Eligible Employee's TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary schedule or salary increases and retirement incentives, excluding earnings that are expressly exempt under state law from the 6% calculation, whether under the contract or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of an employee's retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event an Eligible Employee's TRS creditable earnings would increase by more than 6% in any given year of this contract, excluding earnings that are expressly exempt under state law from the 6% calculation, that employee shall only receive the maximum increase allowed under this provision unless the employee executes an agreement not to retire as set forth below.

Annually, by no later than March 1, the Board will provide to the Association a list of all Eligible Employees. The Board and the Association shall jointly confirm the accuracy of such list.

Notwithstanding the above, an Eligible Employee may receive increases in creditable earnings greater than six percent (6%) contingent upon and in consideration of the following:

1. The employee must otherwise be eligible under this Agreement for an increase in excess of six percent (6%) (e.g., the employee obtained additional credits resulting in horizontal movement on the salary schedule, or the employee began performing a new extra duty position not previously performed).
2. The employee executes a written agreement not to retire within four years of receiving the increase in excess of six percent (6%) and re-executes such an agreement at the beginning of each school year in which the employee elects to opt out of the creditable earnings cap otherwise imposed by this Section.
3. The employee shall repay the District any amounts received in excess of six percent (6%) if he/she does not adhere to the terms of the agreement not to retire (i.e., he/she retires within four years of receiving an increase greater than 6%), and shall cooperate with the District in executing all necessary documents to reflect an adjustment in his/her creditable earnings for the year(s) in question. The employee acknowledges and agrees that the payment of any increase in excess of 6% is being made by the Board in reliance on and in consideration of the employee's agreement not to retire within four years of receiving such an increase and that, therefore, an adjustment in earnings is required if the employee does retire within four years of receiving such an increase as it otherwise constitutes an unintentional overpayment to the employee.
4. This provision is subject to compliance with TRS rules and regulations.



## ARTICLE X

### TERMS OF AGREEMENT

#### 10.1 No Strike

During the terms of this Agreement, employees represented by the Association agree not to participate, encourage, or support in whole or in part any concerted activity, which would disrupt the normal operations of the school.

#### 10.2 Savings Clause

Should any article, section, or clause of the Agreement is declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from the agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

#### 10.3 Individual Contract

Individual contracts or employment agreements shall not violate the terms and conditions of the Agreement.

#### 10.4 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

#### 10.5 Management Rights

The Board shall not be required to bargain over matters of inherent managerial policy which shall include such areas of discretion or policy as functions of the employer, standards of service, its overall budget, the organizational structure and selection of new employees and directions of employees.

10.6 Duration

The Agreement shall be effective July 1, 2020 and shall remain in effect until June 30, 2023.  
This Agreement is signed this 8<sup>th</sup> day of July 2020.

In witness Thereof:

For the St. Anne Community  
High School Education  
Association

Tricia M Dows  
President

Amita M Duffy  
Secretary

For the Board of Education  
St. Anne Community High  
School District No. 302 of  
Kankakee/ Iroquois Counties

Bill Jones  
President

Nikki Nicholson  
Secretary

APPENDIX A - 2020-2021

	BS	BS + 8	BS +16	BS + 24	MS	MS +8	MS + 16	MS + 24	MS32/2MA /PhD
1	53,052	53,402	53,752	54,102	54,452	54,802	55,152	55,502	55,852
2	53,567	53,917	54,267	54,617	54,967	55,317	55,667	56,017	56,367
3	54,082	54,432	54,782	55,132	55,482	55,832	56,182	56,532	56,882
4	54,597	54,947	55,297	55,647	55,997	56,347	56,697	57,047	57,397
5	55,112	55,462	55,812	56,162	56,512	56,862	57,212	57,562	57,912
6	55,627	55,977	56,327	56,677	57,027	57,377	57,727	58,077	58,427
7	56,142	56,492	56,842	57,192	57,542	57,892	58,242	58,592	58,942
8	56,657	57,007	57,357	57,707	58,057	58,407	58,757	59,107	59,457
9	57,172	57,522	57,872	58,222	58,572	58,922	59,272	59,622	59,972
10	57,687	58,037	58,387	58,737	59,087	59,437	59,787	60,137	60,487
11	58,202	58,552	58,902	59,252	59,602	59,952	60,302	60,652	61,002
12	58,717	59,067	59,417	59,767	60,117	60,467	60,817	61,167	61,517
13	59,232	59,582	59,932	60,282	60,632	60,982	61,332	61,682	62,032
14	59,747	60,097	60,447	60,797	61,147	61,497	61,847	62,197	62,547
15	60,262	60,612	60,962	61,312	61,662	62,012	62,362	62,712	63,062
16	60,777	61,127	61,477	61,827	62,177	62,527	62,877	63,227	63,577
17	61,292	61,642	61,992	62,342	62,692	63,042	63,392	63,742	64,092
18	61,807	62,157	62,507	62,857	63,207	63,557	63,907	64,257	64,607
19	62,322	62,672	63,022	63,372	63,722	64,072	64,422	64,772	65,122
20	62,837	63,187	63,537	63,887	64,237	64,587	64,937	65,287	65,637
21	63,352	63,702	64,052	64,402	64,752	65,102	65,452	65,802	66,152
22	63,867	64,217	64,567	64,917	65,267	65,617	65,967	66,317	66,667
23	64,382	64,732	65,082	65,432	65,782	66,132	66,482	66,832	67,182
24	64,897	65,247	65,597	65,947	66,297	66,647	66,997	67,347	67,697
25	65,412	65,762	66,112	66,462	66,812	67,162	67,512	67,862	68,212
26	65,927	66,277	66,627	66,977	67,327	67,677	68,027	68,377	68,727
27	66,442	66,792	67,142	67,492	67,842	68,192	68,542	68,892	69,242
28	66,957	67,307	67,657	68,007	68,357	68,707	69,057	69,407	69,757
29	67,472	67,822	68,172	68,522	68,872	69,222	69,572	69,922	70,272
30	67,987	68,337	68,687	69,037	69,387	69,737	70,087	70,437	70,787

APPENDIX A - 2021-2022

	<b>BS</b>	<b>BS + 8</b>	<b>BS +16</b>	<b>BS + 24</b>	<b>MS</b>	<b>Ms + 8</b>	<b>MS + 16</b>	<b>MS + 25</b>	<b>MS32/2MA/PhD</b>
1	54,776	55,126	55,476	55,826	56,176	56,526	56,876	57,226	57,576
2	55,291	55,641	55,991	56,341	\$56,691	\$57,041	\$57,391	\$57,741	\$58,091
3	55,806	56,156	56,506	56,856	57,206	57,556	57,906	58,256	58,606
4	56,321	56,671	57,021	57,371	57,721	58,071	58,421	58,771	59,121
5	56,836	57,186	57,536	57,886	58,236	58,586	58,936	59,286	59,636
6	57,351	57,701	58,051	58,401	58,751	59,101	59,451	59,801	60,151
7	57,866	58,216	58,566	58,916	59,266	59,616	59,966	60,316	60,666
8	58,381	58,731	59,081	59,431	59,781	60,131	60,481	60,831	61,181
9	58,896	59,246	59,596	59,946	60,296	60,646	60,996	61,346	61,696
10	59,411	59,761	60,111	60,461	60,811	61,161	61,511	61,861	62,211
11	59,926	60,276	60,626	60,976	61,326	61,676	62,026	62,376	62,726
12	60,441	60,791	61,141	61,491	61,841	62,191	62,541	62,891	63,241
13	60,956	61,306	61,656	62,006	62,356	62,706	63,056	63,406	63,756
14	61,471	61,821	62,171	62,521	62,871	63,221	63,571	63,921	64,271
15	61,986	62,336	62,686	63,036	63,386	63,736	64,086	64,436	64,786
16	62,501	62,851	63,201	63,551	63,901	64,251	64,601	64,951	65,301
17	63,016	63,366	63,716	64,066	64,416	64,766	65,116	65,466	65,816
18	63,531	63,881	64,231	64,581	64,931	65,281	65,631	65,981	66,331
19	64,046	64,396	64,746	65,096	65,446	65,796	66,146	66,496	66,846
20	64,561	64,911	65,261	65,611	65,961	66,311	66,661	67,011	67,361
21	65,076	65,426	65,776	66,126	66,476	66,826	67,176	67,526	67,876
22	65,591	65,941	66,291	66,641	66,991	67,341	67,691	68,041	68,391
23	66,106	66,456	66,806	67,156	67,506	67,856	68,206	68,556	68,906
24	66,621	66,971	67,321	67,671	68,021	68,371	68,721	69,071	69,421
25	67,136	67,486	67,836	68,186	68,536	68,886	69,236	69,586	69,936
26	67,651	68,001	68,351	68,701	69,051	69,401	69,751	70,101	70,451
27	68,166	68,516	68,866	69,216	69,566	69,916	70,266	70,616	70,966
28	68,681	69,031	69,381	69,731	70,081	70,431	70,781	71,131	71,481
29	69,196	69,546	69,896	70,246	70,596	70,946	71,296	71,646	71,996
30	69,711	70,061	70,411	70,761	71,111	71,461	71,811	72,161	72,511

APPENDIX A - 2022-2023

	<b>BS</b>	<b>BS + 8</b>	<b>BS +16</b>	<b>BS + 24</b>	<b>MS</b>	<b>MS +8</b>	<b>MS + 16</b>	<b>MS +24</b>	<b>MS32/2MA/Ph D</b>
1	56,694	57,044	57,394	57,744	58,094	58,444	58,794	59,144	59,494
2	57,209	57,559	57,909	58,259	58,609	58,959	59,309	59,659	60,009
3	57,724	58,074	58,424	58,774	59,124	59,474	59,824	60,174	60,524
4	58,239	58,589	58,939	59,289	59,639	59,989	60,339	60,689	61,039
5	58,754	59,104	59,454	59,804	60,154	60,504	60,854	61,204	61,554
6	59,269	59,619	59,969	60,319	60,669	61,019	61,369	61,719	62,069
7	59,784	60,134	60,484	60,834	61,184	61,534	61,884	62,234	62,584
8	60,299	60,649	60,999	61,349	61,699	62,049	62,399	62,749	63,099
9	60,814	61,164	61,514	61,864	62,214	62,564	62,914	63,264	63,614
10	61,329	61,679	62,029	62,379	62,729	63,079	63,429	63,779	64,129
11	61,844	62,194	62,544	62,894	63,244	63,594	63,944	64,294	64,644
12	62,359	62,709	63,059	63,409	63,759	64,109	64,459	64,809	65,159
13	62,874	63,224	63,574	63,924	64,274	64,624	64,974	65,324	65,674
14	63,389	63,739	64,089	64,439	64,789	65,139	65,489	65,839	66,189
15	63,904	64,254	64,604	64,954	65,304	65,654	66,004	66,354	66,704
16	64,419	64,769	65,119	65,469	65,819	66,169	66,519	66,869	67,219
17	64,934	65,284	65,634	65,984	66,334	66,684	67,034	67,384	67,734
18	65,449	65,799	66,149	66,499	66,849	67,199	67,549	67,899	68,249
19	65,964	66,314	66,664	67,014	67,364	67,714	68,064	68,414	68,764
20	66,479	66,829	67,179	67,529	67,879	68,229	68,579	68,929	69,279
21	66,994	67,344	67,694	68,044	68,394	68,744	69,094	69,444	69,794
22	67,509	67,859	68,209	68,559	68,909	69,259	69,609	69,959	70,309
23	68,024	68,374	68,724	69,074	69,424	69,774	70,124	70,474	70,824
24	68,539	68,889	69,239	69,589	69,939	70,289	70,639	70,989	71,339
25	69,054	69,404	69,754	70,104	70,454	70,804	71,154	71,504	71,854
26	69,569	69,919	70,269	70,619	70,969	71,319	71,669	72,019	72,369
27	70,084	70,434	70,784	71,134	71,484	71,834	72,184	72,534	72,884
28	70,599	70,949	71,299	71,649	71,999	72,349	72,699	73,049	73,399
29	71,114	71,464	71,814	72,164	72,514	72,864	73,214	73,564	73,914
30	71,629	71,979	72,329	72,679	73,029	73,379	73,729	74,079	74,429

**Appendix B**  
**Extra Duty Schedule**  
**2020-2023**

If the Administration assigns a staff member(s) to the following, he/she shall be paid the following rate of pay. The administration retains the authority to assign persons to fill the following. In addition, the Board may discontinue any or all of the following:

	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Alternative Program	\$29.00 an hour	\$29.00 an hour	\$29.00 an hour
Lunch Room Duty	\$21.00 an hour	\$21.00 an hour	\$21.00 an hour
Hall Duty	\$12.00 an hour	\$12.00 an hour	\$12.00 an hour
Internal Substitute Teaching Pay	\$40.00 an hour	\$40.00 an hour	\$40.00 an hour
Basketball Timer and Scorer	\$37.00 an event	\$37.00 an event	\$37.00 an event
Ticket Takers	\$32.00 an event	\$32.00 an event	\$32.00 an event
Driver's Education Summer Program (Behind The Wheel)	\$30.00 an hour	\$30.00 an hour	\$30.00 an hour
Driver's Education Summer Program (Classroom)	\$23.00 an hour	\$23.00 an hour	\$23.00 an hour
Summer School	\$23.00 an hour	\$23.00 an hour	\$23.00 an hour
Detention Duty	\$14.00 an hour	\$14.00 an hour	\$14.00 an hour

# SACHS-Extra-Curricular Schedule

<b>Position</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
Athletic Director	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00
Head Soccer	\$ 5,095.00	\$ 5,095.00	\$ 5,095.00
Asst. Soccer	\$ 3,380.00	\$ 3,380.00	\$ 3,380.00
Head Volleyball	\$ 5,095.00	\$ 5,095.00	\$ 5,095.00
Asst Volleyball	\$ 3,380.00	\$ 3,380.00	\$ 3,380.00
Head Boys Basketball	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00
Boys Basketball Asst.#1	\$ 3,380.00	\$ 3,380.00	\$ 3,380.00
Boys Basketball Asst.#2	\$ 3,070.00	\$ 3,070.00	\$ 3,070.00
Boys Basketball Asst. #3	\$ 2,760.00	\$ 2,760.00	\$ 2,760.00
Head Girls Basketball	\$ 6,480.00	\$ 6,480.00	\$ 6,480.00
Girls Basketball Asst. 1	\$ 3,380.00	\$ 3,380.00	\$ 3,380.00
Girls Basketball Asst. 2	\$ 3,070.00	\$ 3,070.00	\$ 3,070.00
Head Baseball	\$ 5,095.00	\$ 5,095.00	\$ 5,095.00
Asst. Baseball	\$ 3,380.00	\$ 3,380.00	\$ 3,380.00
Head Softball	\$ 5,095.00	\$ 5,095.00	\$ 5,095.00
Asst. Softball	\$ 3,380.00	\$ 3,380.00	\$ 3,380.00
Head Boys Track	\$ 5,095.00	\$ 5,095.00	\$ 5,095.00
Head Girls Track	\$ 5,095.00	\$ 5,095.00	\$ 5,095.00
Band/Choir	\$ 1,880.00	\$ 1,880.00	\$ 1,880.00
Cheerleading	\$ 3,380.00	\$ 3,380.00	\$ 3,380.00
Golf Coach	\$ 3,070.00	\$ 3,070.00	\$ 3,070.00
<b>Organizations</b>			
Scholastic Bowl Director	\$ 2,035.00	\$ 2,035.00	\$ 2,035.00
Scholastic Bowl Assistant	\$ 1,485.00	\$ 1,485.00	\$ 1,485.00
Concessions Mgr	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00
Foreign Language	\$ 935.00	\$ 935.00	\$ 935.00
Beta Club/NJHS	\$ 1,265.00	\$ 1,265.00	\$ 1,265.00
Freshman Class	\$ 825.00	\$ 825.00	\$ 825.00
FFA	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
CAB	935.00	935.00	935.00
WYSE	\$ 935.00	\$ 935.00	\$ 935.00
Junior Class Sponsor	\$ 2,145.00	\$ 2,145.00	\$ 2,145.00
Pep Club	\$ 825.00	\$ 825.00	\$ 825.00
Senior Class	\$ 2,110.00	\$ 2,110.00	\$ 2,110.00

Sophomore Class	\$ 935.00	\$ 935.00	\$ 935.00
Student Council	\$ 2,585.00	\$ 2,585.00	\$ 2,585.00
Math Team	\$ 1,252.00	\$ 1,252.00	\$ 1,252.00
Play Director	\$ 1,050.00	\$ 1,050.00	\$ 1,050.00
Asst. Play Director	\$ 850.00	\$ 850.00	\$ 850.00
Cards Club	\$ 1,705.00	\$ 1,705.00	\$ 1,705.00

The Board shall have the authority to annually select and notify by the end of the year (June 1<sup>st</sup>) who will fill each position. The Board is not required to fill each coaching or sponsorship position.

Any new sport/activity approved by the Board shall be added to the payment schedule for coaches/activities

A department coordinator, without a department coordinator period, will receive additional pay at the following rate:

(internal substitute rate X the number of hours of responsibility, as determined by the Superintendent.)

If the administration requires a teacher to use his/her personal vehicle for activities assigned by the administration, the Board shall reimburse the employee at the IRS mileage reimbursement rate. The administration shall have the authority to determine the number of vehicles for each trip. Teachers shall not be required to transport students in their personal vehicles.

\*The internal substitute teaching position is a volunteer position. However, in the case of an emergency, a full-time teacher may be assigned to serve as an internal substitute.







## MEMORANDUM OF UNDERSTANDING

St. Anne Community High School District No. 302 (“the School District”) and the St. Anne Community High School Education Association (“the Association”) hereby agree to as follows:


1. The School District and Association are parties to a collective bargaining agreement for the time period from 2020-2023 (“the CBA”).
2. Article IV of the CBA addresses teacher evaluations, to be conducted at least once every two (2) school years for tenured teachers, and at least once each year for probationary teachers.
3. Due to conditions created by the coronavirus pandemic (including the implementation of remote learning, the varied nature of activities that directly support student learning, likely changes in assessments and other metrics, and the need to allocate resources to other responsibilities), the School District and the Association agree as follows:
  - a. During the 2020-2021 school year, formal observations and summative evaluations (including the student growth component) will not be conducted for teachers.
  - b. For tenured teachers who are on cycle to be evaluated during the 2020-2021 school year, evaluation ratings will be assigned as follows:
    - i. For any tenured teacher who is on cycle to be evaluated during the 2020-2021 school year and who received an Excellent rating on his/her most recent summative evaluation, the teacher will be assigned an evaluation rating of Excellent for the 2020-2021 school year.
    - ii. Any other tenured teacher who is on cycle to be evaluated during the 2020-2021 school year will be assigned an evaluation rating of Proficient for the 2020-2021 school year.
  - c. Evaluation ratings for probationary teachers will be assigned as follows:
    - i. For any probationary teacher who received an Excellent rating on his/her 2019/2020 summative evaluation, the teacher will be assigned an evaluation rating of Excellent for the 2020-2021 school year, for purposes of determining the sequence of honorable dismissal and for purposes of determining the attainment of contractual continued service.
    - ii. For any probationary teacher not covered by subsection (i), above:
      1. If the probationary teacher has received at least one summative evaluation rating issued by the School District, the probationary teacher’s evaluation rating for purposes of determining the sequence of honorable dismissal is deemed to be Proficient for the 2020-2021 school year.
      2. Pursuant to School Code Section 24-11, the probationary teacher’s evaluation rating for purposes of determining the attainment of contractual continued services is deemed to be Proficient for the 2020-2021 school year.
  - d. For tenured teachers who are on cycle to be evaluated during the 2020-2021 school year, summative evaluations will be conducted during the 2021-2022 school year.
  - e. For all current probationary teachers, summative evaluations will be conducted during the 2021-2022 school year.
  - f. Those probationary teachers who become tenured effective with the 2021-2022 school year will be evaluated beginning the 2022-2023 school year.



- g. Tenured teachers who otherwise (if not for this MOU) were on cycle to be evaluated during the 2021-2022 school year will instead be evaluated during the 2022-2023 school year. For the 2021-2022 school year, such teachers will receive evaluation ratings as follows:
  - i. Any such tenured teacher who received an Excellent rating on his/her most recent summative evaluation will be assigned an evaluation rating of Excellent for the 2021-2022 school year.
  - ii. Any other such tenured teacher will be assigned an evaluation rating of Proficient for the 2021-2022 school year.

- 4. This memorandum of understanding does not affect the School District's ability to take other actions permitted by law, including (but not limited to) conducting informal observations of any teacher, documenting and addressing misconduct and performance deficiencies displayed by any teacher, honorably dismissing any teacher in accordance with School Code Section 24-12, non-renewing/dismissing any probationary teacher, or initiating tenured employee dismissal proceedings for any tenured teacher who fails to successfully complete a remediation plan or as otherwise permitted by law.
- 5. The School District and the Association agree that this Memorandum of Understanding shall not obligate the School District or the Association to agree to a similar arrangement in the future or in another case, shall not negate or modify any provision of the CBA except as addressed herein, and shall not require either party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.
- 6. This Memorandum of Understanding is not subject to the grievance/arbitration provisions of the CBA.
- 7. This Memorandum of Understanding is not precedential in effect and shall not constitute a practice or precedent under the CBA or any other collective bargaining agreement.
- 8. The terms and provisions of this Memorandum of Understanding shall not be deemed a violation or misapplication of the terms of the CBA.
- 9. To the extent of any conflict or inconsistency between this Memorandum of Understanding and the CBA, the provisions of this Memorandum of Understanding shall control. The CBA shall otherwise remain in full force and effect.

ST. ANNE COMMUNITY HIGH SCHOOL DISTRICT No. 302

By:  Date: 10/14/2020

ST. ANNE COMMUNITY HIGH SCHOOL EDUCATION ASSOCIATION

By:  Date: 10/14/2020



## MEMORANDUM OF UNDERSTANDING

The Board of Education of St. Anne Community High School District 302 ("Board") and the St. Anne Community High School Education Association ("Association") have discussed the unique and unprecedented circumstances associated with the current COVID-19 health pandemic and the impact on staff attendance. As a result of these discussions, the parties have reached the following understanding:

1. The COVID-19 health pandemic and related public health requirements present significant challenges for the District and employees represented by the Association to maintain regular attendance and continuity of education for the District's students.
2. In order to alleviate some of the burdens associated with complying with the various public health requirements, including quarantine directives, effective immediately but ending no later than March 31, 2021, the parties agree to the options set forth herein to address employee absences specifically related to COVID-19.
3. For purposes of this Memorandum of Understanding ("MOU"), an absence related to COVID-19 shall mean an employee is unable to report to work because he/she:
  - a. is subject to a federal, state or local quarantine/isolation order related to COVID-19; or
  - b. has been advised by a health care provider to quarantine due to concerns related to COVID-19; or
  - c. is experiencing symptoms of COVID-19 and seeking a medical diagnosis; or
  - d. is caring for an individual who is subject to a quarantine order or advisement by a health care provider as described in paragraph 3.b; or
  - e. is caring for a son or daughter if the child's school or place of care has been closed or the child's care provider is unavailable due to a COVID-19 related reason.
4. The District may request and, if requested, the employee shall provide appropriate documentation to support the reason claimed for the employee's inability to report to work.
5. If an employee is unable to report to work due to one of the reasons set forth in paragraph 3, the District will determine if it is feasible for the employee to telework. If the District determines telework is feasible, the employee will be expected to perform their regular job responsibilities and fulfill their regular work-day obligations during any such period of telework. The District reserves the right to re-evaluate the determination of whether telework is feasible and to end such arrangement at its discretion.
6. If an employee is unable to report to work due to one of the reasons set forth in paragraph 3, and the District determines that telework is not feasible, the employee shall be allowed to access up to a maximum of 10 paid days off as COVID-19 personal days. These COVID-19 personal days are solely for the limited purpose specified in this MOU and are provided in addition to any other paid time off benefit currently available to the employee. However, these COVID-19 personal days shall not otherwise accumulate, carry over, or be added to the employee's regular sick or personal leave days. These COVID-19 personal days expire no later than March 31, 2021. If the employee is unable to report to work after utilizing the 10 COVID-19 personal days, or after March 31, 2021, then the employee may, if eligible,





access their regular accrued sick or personal leave days. Further, if an employee utilized paid leave available through the Families First Coronavirus Relief Act ("FFCRA") prior to December 31, 2020, the number of COVID-19 personal days available to the employee under this MOU shall be reduced by the number of days of paid leave utilized through the FFCRA through December 31, 2020.

7. Payment for the COVID-19 personal days shall be at 100% of the employee's regular rate of pay if the absence is for any of the reasons set forth in paragraphs 3.a, 3.b or 3.c above. If the absence is for the reasons set forth in paragraph 3.d or 3.e above, payment shall be at 2/3 of the employee's regular rate of pay for those days.

8. The District makes no representations or warranties regarding whether COVID-19 personal days available through this MOU shall be eligible for service credit under rules or regulations adopted by the Teachers Retirement System of Illinois ("TRS"). In the event that TRS determines that the benefits provided under this MOU may cause a Board penalty to TRS, the parties agree to rescind this MOU, take corrective action to eliminate any Board penalties to TRS, and resume discussions about alternative options to address COVID-19 related absences.

9. This MOU shall be considered null and void in the event of any local, state or federal action mandating the Board to provide additional leave benefits to employees represented by the Association as a result of, or in connection with, the COVID-19 pandemic.

10. This MOU does not constitute, and shall not be construed as, individual bargaining in violation of the Illinois Educational Labor Relations Act. Additionally, nothing herein shall constitute, nor be construed as, a past practice applicable in the future as the intent of this Memorandum is to address the unique and unprecedented circumstances related to the COVID-19 health pandemic during the 2020-21 school year.

Accepted and agreed to this 19th day of January 2021.

BY: Bill Jerry  
Authorized Representative – Board

BY: [Signature]  
Authorized Representative - Union

