

AGREEMENT

Between

**The Board of Education
Ridgeland Public Schools**

and

**Ridgeland Council of
Local 943**

2022-2025

PREAMBLE

This Agreement is made and entered into on the date hereinafter set forth by and between the Board of Education School District 122, Cook County, Oak Lawn, Illinois, hereinafter referred to as the “Board,” and the Ridgeland Council of Local 943 of Southwest Suburban Federation of Teachers, IFT-AFT, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE I

RECOGNITION (TEACHERS)

The Board recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and part-time certified personnel of School District 122 referred to as teachers in this agreement, with regard to salaries, fringe benefits and working conditions, excepting the Superintendent, other District Office Administrators (Business, Curriculum, ELL, Special Education, Technology), Principals, Assistant Principals, Psychologists, Occupational Therapists, Physical Therapists, Preschool Coordinator/Instructional Leader, Instructional Coaches and School Security Officers.

REPLACEMENT TEACHERS

If a teacher is hired to replace a teacher on leave for more than 90 days, that teacher is a bargaining unit member and entitled to all benefits on the 91st day. If a teacher is hired for a period of less than 90 days, that teacher is hired as a substitute and will be paid at the substitute rate of pay.

SUPPORT STAFF AND CUSTODIANS

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and regularly employed part-time secretaries, LRC/Program Assistants, Teacher Assistants, Health Assistants, Clerks, Head Custodians and Custodians, excepting District Administrative Office Secretaries, District Office Support Staff, the Technology Director, Technology Assistants, Data Specialist, Maintenance Technicians, short-term and/or replacement employees employed for less than six (6) months, substitutes and all other employees excluded pursuant to the IELRA, hereinafter referred to as “employee” in this Agreement.

ARTICLE II

DEFINITIONS

- (A) The term “District” as used throughout this Agreement refers collectively to all facilities and programs of School District 122.
- (B) The term “school” refers to any single educational facility of the District.
- (C) The term “representative” as used in this Agreement means an elected Union representative.
- (D) The term “employee” as used in this Agreement includes the members of the bargaining unit.
- (E) The term “full-time” as used in this Agreement means at least thirty (30) hours per week.
- (F) The term “Union” as used in this Agreement refers to the Ridgeland Council of Local 943 of the Southwest Suburban Federation of Teachers, IFT-AFT, AFL-CIO but may also include a Field Director of Local 943, IFT or AFT.
- (G) The term “Board” as used in this Agreement refers to the Ridgeland School District 122 Board of Education, Oak Lawn, Cook County, Illinois.
- (H) The term “day” as used throughout this Agreement shall refer to working days.
- (I) The term “work week” as used throughout this Agreement shall refer to the bargaining unit member’s regularly scheduled hours.
- (J) The term “regularly employed” as used in this Agreement, is an employee hired to fill an assigned position with defined hours and duties. This position is one that has been recommended by the Administration and approved by the Board of Education.
- (K) The term “staff” as used throughout this agreement shall refer to all employees covered under this Agreement.
- (L) The term “teacher” as used throughout this Agreement shall refer to any Licensed Staff member employed as a teacher.
- (M) The term “SLT” as used throughout this Agreement shall refer to School Leadership Team.
- (N) The term “DLT” as used throughout this Agreement shall refer to District Leadership Team.
- (O) The term “FTE” as used throughout this Agreement shall refer to Full Time Equivalent.
- (P) The term “FMLA” as used in this Agreement shall refer to Family and Medical Leave Act.
- (Q) The term “VESSA” as used in this Agreement shall refer to Illinois Victim’s Economic Safety and Security Act.
- (R) The term “TRS” as used in this Agreement shall refer to Teacher Retirement System.
- (S) The term “IMRF” as used in this Agreement shall refer to Illinois Municipal Retirement Fund.

ARTICLE III

UNION RIGHTS AND RESPONSIBILITIES

Section 1

Bargaining unit members shall be free to join, and participate, in the activities of the organization of their choice and shall be free to refrain from such activities if they choose without interference from the Board or any of its officers or representatives.

Section 2

The Union agrees to represent equally all members of the bargaining unit, without regard to membership in, participation in or association with the activities of the Union or any other professional organization and to admit to membership all members of the bargaining unit, without qualification other than payment of dues and employment by the Board.

Section 3

A designated Union representative shall be given the opportunity to address new teachers during teacher orientation, and returning teachers during teacher institutes. The time allotted for the Union representative to meet with returning employees shall not exceed thirty (30) minutes. The time allotted for the Union representative to meet with new employees shall not exceed one (1) hour. Designated Union building representative shall be given an opportunity either at the beginning or at the end of faculty meetings to make Union announcements.

Section 4

Only authorized representatives of the Union will use school facilities for Union announcements and all materials so disseminated will relate only to the Union's official business as bargaining representative of the bargaining unit members for salaries and working conditions.

Section 5

Upon request to and approval of the Principal, the Union shall have the right to make brief announcements on the school intercom before and after school.

Section 6

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike or slowdown affecting any site operated by the Board or any curtailment of work or restriction of services or interference with the operations of the Board.

Section 7

The professional relationships between the Board and Union will not be discussed by either party or their representatives or agents in the educational setting.

Section 8

Neither the Union nor the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship shall discriminate against any person on the basis of race, religion, ancestry, national origin, sex, marital status, age, political, social, and/or economic affiliations, sexual orientation, sexual identity, disability, or union activities. Any alleged violation of this section shall be non-grievable and non-arbitrable.

Section 9 Right of Representation

When a bargaining unit member is required to appear before the principal, a district level administrator, the Superintendent, or the Board concerning any matter which could adversely affect the bargaining unit member's employment status, the bargaining unit member shall be entitled to have a Union representative of his/her choice present. Further, when a bargaining unit member is required to appear before a district level administrator, the Superintendent or the Board concerning any matter which could adversely affect the bargaining unit member's employment status, the bargaining unit member shall be advised in writing, at least 48 hours before that scheduled meeting, when possible.

Section 10

As requested by the Union President, the Board shall furnish the following documents and kinds of information, as they are available:

- (A) Posted Board/Committee agendas;
- (B) Official minutes of Board meetings;
- (C) Monthly budget summaries;
- (D) Board policy manual, revisions and all PRESS (Policy Reference Education Subscription Service) updates;
- (E) Annual auditor's report and Management Letter;
- (F) Current fiscal year budget and approved amended budget;
- (G) Statistical information pertaining to salaries and insurance coverage;
- (H) Staff lists including home addresses, job title, worksite location, work telephone numbers, home and personal cell phone numbers on file, date of hire, work email address, and personal email addresses on file. This information will be provided within ten calendar days from the beginning of each school term and every thirty (30) calendar days thereafter;
- (I) With Board notification, other non-confidential information, statistics, and records as specified by the Union President which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement;
- (J) Personnel Report.

Section 11

Excepting disciplinary proceedings, the Board and/or its designee and the Union and/or its designee shall refrain from criticizing any bargaining unit member in the presence of students, district personnel, or other non-district personnel.

Section 12 Reduction-In-Force: Seniority (Teachers)

- (A) If a reduction-in-force becomes necessary, it shall be conducted in accordance with Section 24-12 of the Illinois School Code. Each teacher shall accrue seniority, pro-rata, for continuous employment service with the District. A change in status from part-time to full-time or full-time to part-time shall not divest a teacher of seniority accumulation.

- (B) In the case more than one teacher has the same date of hire and the same commencement date of actual service, the order of the execution of the teacher's signature on the actual employment contract shall prevail; all other ties shall be broken by lot.
- (C) In accordance with the requirements of Section 24-12 of the Illinois School Code, the Administration shall give to the Union sufficient copies of sequence of honorable dismissal list, categorized by positions and with groupings and sequences as is required by School Code, for all certificated employees. Any bargaining unit member granted a Board-approved unpaid leave will not lose any accrued seniority, accrued sick leave days, or accrued vacation time where applicable when on leave.
- (D) Seniority continues to accrue during a paid leave of absence, FMLA, VESSA, and a TRS disability.

Section 13 Reduction-In-Force/Seniority/Re-Call (Teachers)

- (A) If within one year from the start of the school term following the Reduction in Force, the Board increases the number of teachers or reinstates the affected program, the Board shall first offer re-employment to the teachers dismissed in the reverse order of the dismissal, and offers of re-employment shall be limited to teachers placed in groupings three and four who are dismissed through the Reduction-in-Force. If, after filling available vacant positions with teachers from groupings three and four, the Board has additional vacancies during the period from the beginning of the school term through February 1, the position thereby available must be offered to teachers in grouping two, who were placed in grouping two due to one "needs improvement" rating and one "proficient" or "excellent" rating.
- (B) If within two years from the start of the school term following a Reduction-in-Force in which more than 15% of the number of full-time equivalent positions filled by certified employees (excluding principals and administrative personnel) are subject to a Reduction-in-Force the Board increases the number of teachers or reinstates the affected program, the Board shall first offer re-employment to the teachers dismissed in the reverse order of the dismissal, and offers of re-employment shall be limited to teachers placed in groupings three and four who are dismissed through the Reduction-in-Force. If, after filling available vacant positions with teachers from groupings three and four, the Board has additional vacancies during the period beginning of the school term through February 1, the positions thereby available must be offered to teachers in grouping two, who were placed in grouping two due to one "needs improvement" rating and one "proficient" or "excellent" rating.
- (C) Upon receipt of the Board's certified letter offering re-employment, failure of a teacher to respond affirmatively in writing within fifteen (15) calendar days shall result in termination of the teacher's rights to re-employment.

Section 14 Seniority (Support Staff and Custodians)

- (A) Seniority shall be determined as the length of time of employment in the District in a bargaining unit position.
- (B) All full-time bargaining unit members shall have seniority equal to length of service as measured in full years and fraction thereof irrespective of working ten (10) or twelve (12) months.

All part-time bargaining unit members shall have seniority equal to length of service as

measured in fractional years irrespective of working ten (10) or twelve (12) months.

When the length of service in the system is equal, date of Board hire shall be the determining factor.

The Union President shall be provided with a current Seniority List of all bargaining unit members by February 1st of each year.

- (C) Any bargaining unit member granted a Board-approved unpaid leave will not lose any accrued seniority, accrued sick leave days, or accrued vacation time where applicable, when on leave.
- (D) Seniority continues to accrue during a paid leave of absence, FMLA, VESSA and an IMRF disability.
- (E) A part-time bargaining unit member in continuous service who achieves full-time status shall retain all seniority earned.

Section 15 Reduction-In-Force (Support Staff and Custodians)

- (A) Bargaining unit members who are terminated because of a decision of the School Board to decrease the number of personnel employed by the Board or to discontinue some particular type of educational support service shall be reduced in accordance with their seniority by category of position. Bargaining unit members whose positions are eliminated in their current position shall have bumping rights into another category where they have more category seniority than the lowest member in the other category. For example, an Instructional Assistant that becomes a secretary and later has their secretary position eliminated would have bumping rights back into the Instructional Assistant Category if they have more seniority than the lowest member in the Instructional Assistant Category.
- (B) Any bargaining unit member who is laid off shall be entitled to recall should there be a vacancy in the category from which he/she was honorably dismissed within one calendar year from the beginning of the school term following the dismissal.

A bargaining unit member who has been laid off, who wishes to apply for reinstatement to a category other than that from which he or she was laid off, may apply, and shall be given preference by seniority, to a recall to that position if the bargaining unit member demonstrates to the administration that he/she is qualified for that position.

The more senior bargaining unit member, who applies for reinstatement to a category from one other than from which he/she was laid off, shall receive training on the job in accordance with Article XVI. During this training period, the employee shall be paid at their lower rate of pay.

Should the bargaining unit member not be able to qualify for the position, the bargaining unit member will be laid off and have recall rights one-year from the date of the elimination of the original position.

- (C) Category of Positions

The following categories of position are established for purposes of reduction in force:

- (1) 10-month Secretaries
- (2) 10-month Part-Time Secretaries
- (3) Instructional Assistants

- (4) Head Custodians
- (5) Custodians
- (6) Part-Time Custodians
- (7) Clerks
- (8) Health Assistants

Section 16 Right of Re-entry

In the event that a non-bargaining certified or non-certified staff position is subject to a reduction in force, or the employee chooses to leave the non-bargaining position, re-entry into the bargaining unit with seniority and years of service accrued while outside of the bargaining unit shall be granted.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

Section 1

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

Section 2

In addition, except as specifically abridged, delegated, granted or modified by this agreement, all of the rights, powers and authority the Board had prior to reaching this agreement are retained by the Board and remain exclusively and without limitation within the rights of management including the following rights:

- (A) To maintain exclusive managerial, organizational and administrative control of the District and its properties and facilities;
- (B) To direct the work of its employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
- (C) To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, discipline or dismissal; and to review, evaluate, promote and assign all such employees;
- (D) To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary by the Board; to determine staffing patterns; to determine the number and kinds of employees required in order to maintain the efficiency of District operations;
- (E) To build, move or modify facilities; establish budget procedures and determine budgetary allocations; and take action on any matter in the event of emergency.

Section 3

The Principal or a designated representative shall meet monthly or at a mutually agreeable time with the building representative and designated Union representatives to discuss the implementation of this agreement and working conditions in the building.

Section 4

The Superintendent or a designated representative shall meet at mutually agreeable times and places with designated representatives of the Union to discuss matters relating to the implementation of this agreement and working conditions in District 122.

ARTICLE V

PAYROLL DEDUCTIONS FOR DUES AND INDEMNIFICATION

By September 1 of each school year, the Union shall furnish the Business Office with a listing of all staff who have elected to become Bargaining Unit Members and thus, pay union dues. The Business Office shall begin to deduct dues deductions from all bargaining unit members within thirty (30) days of the receipt of the written authorization forms. The amount of the deduction for each month shall be determined by the Union and transmitted to the Administration by September 1 of each school year. Such written authorizations remain valid until an employee leaves the position within the bargaining unit or when the employer receives notice from the Union that an employee has revoked their authorization, in writing, in accordance with the terms of authorization. All membership revocation requests made to the Union shall be immediately reported to the Business Office. All membership dues deducted monthly by the Board along with a list of the members from whose checks they were deducted shall be remitted to the Union Treasurer within twenty (20) days after the deductions are made.

The Union shall indemnify and hold harmless the Board, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the provisions of this Article. The Union agrees not to take any action to enforce any "fair share" language, either through a grievance or through a proceeding at the IELRB, notwithstanding any provision to the contrary in the collective bargaining agreement.

ARTICLE VI

UNION PRIVILEGES

Section 1

The Union, with permission of the Superintendent or Principal, shall be allowed to use the school building rooms for the purpose of regular and special Union meetings. The Union shall have the right to use school reproduction equipment. The Union agrees that, in the use of such equipment, it will not interfere with the normal educational use of the equipment and that it will furnish its own materials for such equipment. If the Union meeting takes place outside the normal school day, the Union shall comply with the Board of Education Policy for such use, provided, however, that the Union shall be a Class 1 group according to such policy. Bargaining unit members are not to work on Union affairs during work hours, except during lunch and other non-working breaks.

Section 2

An authorized representative of the Union shall have the right to use faculty and staff mailboxes to

communicate with employees regarding collective bargaining negotiations, the administration of the collective bargaining agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving the governance or business of the Union.

Section 3

The Union shall be provided with bulletin board space in each staff room. No person except a Union designee shall add or remove material from the bulletin board space allotted to the Union.

Section 4

The Board shall permit the President of the Union and/or his/her designee a maximum of five (5) school days per year leave for Union/School business, at no loss of pay. All such days shall require a minimum of twenty-four (24) hour notice given during the School Day, unless in cases of emergency.

ARTICLE VII

WORKING CONDITIONS

Section 1

Every school shall be provided with a staff room/workroom suitable for eating and working in a professional environment.

Section 2

Employees shall report conditions in the school, deemed to be unsafe or unhealthy, including any physical or verbal threats from students as well as the condition of staff furniture, student furniture, and equipment, to the appropriate administration authority. The Board shall make every reasonable effort to render school facilities as free from hazards to health and safety as is practical.

Section 3 Work Day

Teachers

The work day for licensed staff will be six (6) hours and fifty (50) minutes. The length of the student school day shall not exceed six (6) hours and thirty (30) minutes.

Every Tuesday when students are in attendance, the licensed staff shall begin their day twenty (20) minutes prior to their normal work day. The use of two (2) Tuesdays per month will be utilized for team and/or vertical collaboration. The use of the remaining Tuesdays will be determined by the SLT. The Tuesday before report cards shall be used for grading purposes.

Support Staff

(A) **INSTRUCTIONAL ASSISTANT** -The work day for instructional assistants will be six (6) hours and fifty (50) minutes. The length of the student school day shall not exceed six (6) hours and thirty (30) minutes. There shall be two (2) fifteen (15) minute breaks during the day. The breaks must be approved by the teacher assistant's cooperating teacher, and additional staff shall not be used to cover for the teacher assistant while on break.

Every Tuesday when students are in attendance, the instructional assistants shall report twenty (20) minutes prior to their normal day. The use of two (2) Tuesdays per month will be utilized for team and/or vertical collaboration. The use of the remaining Tuesdays will be determined by

the SLT. The Tuesday before report cards shall be used for grading purposes.

- (B) **BUILDING SECRETARY** - The work day shall consist of seven and one-half (7½) hours for all Building Secretaries, excluding a duty free lunch period, which shall be at least thirty (30) minutes during the normally scheduled lunch break, if possible. There shall be two (2) fifteen (15) minute breaks during the day. The work day shall consist of five and one-half (5 ½) hours for part-time Building Secretaries, excluding a duty free lunch period, which shall be at least thirty (30) minutes during the normally scheduled lunch break is possible.

Note: Breaks are not in addition to any plan time the teacher has when assistants are unassigned.

Custodians

The work day shall consist of eight (8) hours for all full-time custodians, excluding a duty-free lunch period which shall be at least thirty (30) minutes in length. There shall be two (2) fifteen (15) minute breaks during the work day.

Custodians shall have one of the following hours during summer break, as determined by the CSBO:

- (A) Monday through Thursday: 6:00 a.m. to 3:30 p.m., with breaks occurring from 9:00 a.m. to 9:15 a.m. and 2:00 p.m. to 2:15 p.m., and lunch from 12:00 p.m. to 12:30 p.m. Friday: 6:00 a.m. to 10:00 a.m., with no lunch or breaks
- (B) Monday through Thursday: 6:00 a.m. to 4:30 p.m., with breaks occurring from 9:00 a.m. to 9:15 a.m. and 2:00 p.m. to 2:15 p.m., and lunch from 12:00 p.m. to 12:30 p.m.
- (C) Hours may be modified as needed to support registration

There shall be dual supervision of custodians by each building Principal and the Chief School Business Official or his designee, with final decision making authority on supervision to be held by the Chief School Business Official or his designee.

Section 4 Duty Free Lunch

Staff shall receive a duty-free lunch period equal to the regular lunch period of the student, but never less than thirty (30) minutes. No teacher, with the exception being a full-time staff member with an opening in their schedule that is assigned lunch duty, shall be required, to supervise the students' lunch period. No teacher shall be required, except in an emergency, to remain in the building during the lunch period.

Section 5 Work Year (Certified School Nurses and Registered Nurses)

Certified School Nurses and Registered Nurses shall examine student records, prepare necessary notices or documentation for students not meeting the medical immunization requirements and/or the mandated health examinations prior to the school year in compliance with Board Policy 7:100. The nurses will be compensated at their hourly rate. Schedule will be determined by the nurse with principal input.

Section 6 Work Year (Support Staff and Custodians)

- (A) The normal work year for a ten (10) month Support Staff employee shall correlate with the District 122 regular school calendar. However, due to variations in activities the following positions will be remunerated on a pro-rata basis as listed:

- (1) All School Secretaries – Nine (9) days before and five (5) working days after school calendar.

- (2) Secretaries will be required to work registration as scheduled by the principal with secretarial input as to number of days and hours.
 - (3) Secretaries will be dismissed with teachers on the last day of school.
- (B) Custodians' normal work year shall be 12 months. However, night custodians shall be afforded the option to work alternate equivalent hours on institute days with approval of the CSBO or his designee.
- (C) When the Team Cleaning Model is utilized, the CSBO shall post a position for lead summer custodians to serve in that capacity during the summer break and each lead custodian or substitute lead custodian selected by the CSBO shall receive a \$150 per week stipend for the completion of his/her duties as a lead custodian. The Board may implement a team cleaning model based on input from the Lead Summer Custodian(s). Team cleaning is defined as assigning all head custodians and custodians to one or two teams to clean the schools building by building.

Section 7 Extra Duty Assignments

- (A) Teachers are required to supervise their students at all times, including unstructured play time, during the normal school day for teachers. No teacher will be required to supervise students during their duty-free lunch, nor during their preparation time.
- (B) Teachers may be required to perform non-compensated service to students, which extend beyond the normal school day for teachers in cases of emergency. Attendance at Board meetings, and parent conferences shall occasionally be required.
- (C) The SLT will make recommendations regarding the procedures for the supervision of students.
- (D) Each principal shall solicit volunteers from the regular teaching staff, the support staff, and the itinerant staff to perform scheduled routine jobs occurring during the bargaining unit member's normal school day.
- (E) Should there be an insufficient number of volunteers from the stated staff pool to perform the scheduled routine jobs during the normal school day for teachers, the principal will complete the schedule by assigning the remaining staff as equitably as possible.
- (F) Staff members who are proficient in a second language, and are asked to serve as a translator outside of their regularly scheduled work day, shall be compensated based on the contractual extra duty rate of pay.

Outside the regularly scheduled work day will be defined as:

- (1) Before or after school;
 - (2) Before the start of the school year;
 - (3) After the school year has concluded.
- (G) Teachers will be compensated for Board-sponsored and sanctioned clubs and programs at a stipend negotiated by the Board and Union.

- (H) If stipend negotiations have not concluded when an established or a new activity is scheduled to begin, the Board will establish a temporary stipend, pay increases retroactive to the conclusion of negotiations.
- (I) The Board shall post in every building the District's paid extracurricular activities by the 2nd Friday in May of the year preceding the school term in which said activities take place. All postings shall be placed in all buildings.
- (J) Qualified volunteers for said activities will be solicited from the bargaining unit members first, and then from non-bargaining unit members at stipends not to exceed those printed on the salary schedule.

Section 8 School Calendar

- (A) Although the school calendar shall provide 185 days, sufficient holidays will be given or the closing of school will be adjusted to insure that 180 teacher attendance days will not be exceeded. The District will continue to provide a 1st day institute as one of the required institutes.
- (B) The Board of Education will consider recommendations from the Union prior to approving the official school calendar.
- (C) The adopted calendar shall provide for early dismissal of students according to the Board adopted official school calendar. The Director of Teaching and Learning shall determine the use of such time based upon input from the representatives from the Union.

Section 9 Faculty Meetings

Principals shall notify their staff of the date and approximate duration of faculty meetings which are anticipated to exceed ten (10) minutes in duration no less than four (4) calendar days in advance provided the Principal solicits input from the faculty relative to length, scheduling and frequency of such meetings, except in cases of emergency. The Superintendent shall notify staff of the date and approximate duration of District-wide meetings which are anticipated to exceed ten (10) minutes in duration, no less than four (4) calendar days in advance, except in cases of emergency. Each teacher shall evaluate, in writing, the frequency, content, purpose and value of District and Building meetings, on forms developed by the Union and the Superintendent; copies of these completed evaluations will be forwarded to the Superintendent and the Union President.

Section 10 Sign-In/ Sign-Out

For the purpose of safety and security, bargaining unit members shall sign-in and sign-out each day including throughout the day, with an electronic system to be developed by the Board of Education.

All custodians shall clock in at the start of their shift and clock out at the end of their shift. Additionally, any time custodians leave school grounds for lunch; they must clock out when leaving and clock in when returning.

Section 11 Lesson Plans

Teachers shall be required to complete weekly lesson plans. Lesson plans shall be in/on the teacher's desk or electronically available for a substitute or a principal's perusal.

Section 12 Assignments

- (A) Teachers shall be notified in writing of their teaching assignments for the coming year as soon as

practicable, and if possible by May 1st. Notification shall include all specific subjects to be taught, ability levels, number of assigned periods, any special or unusual assignments or classes they shall have, and team assignments for middle school teachers, if possible.

- (B) All Support Staff and Custodians not affected by layoff shall be given written notice of their tentative building assignments for the following school term as soon as practicable, and if possible by May 1. Any change in tentative assignments shall be communicated to the bargaining unit member as soon as possible.

Section 13

Bargaining unit members shall not provide transportation for students.

Section 14 Post-Degree Credit/Tuition Reimbursement

Teachers

Beginning with the 1st day of their third year, full-time employees are eligible to participate in the Tuition Reimbursement Plan for coursework that has been taken during their 3rd year and beyond.

All post-degree credit after employment must be at the graduate level and pre-approved by the Community and Human Relations Director prior to the commencement of such work in order to qualify for reimbursement and to be applicable to movement on the salary schedule. Approval shall be granted for courses taken for advanced or further licensure requirements and endorsements, expansion of knowledge of school subjects taught in the District, expansion of knowledge of teaching methods, and/or psychology, completion of approved advanced degree requirements, and/or professional development. No second or third party coursework providers will be approved for tuition reimbursement and will not be permitted for lane advancement.

The Community and Human Relations Director, or their designee, may, but is not required to, consider approval of courses subsequent to their completion.

In extraordinary circumstances, and without creating a practice, approval for undergraduate credit shall be limited to an accumulated maximum of fifteen (15) undergraduate hours subject to the provision of paragraph 1.

The Board shall reimburse the teacher for his/her actual tuition cost upon completion of such pre-approved coursework as described below. In order to qualify, the teacher must earn a grade of "B" or better, or "Pass" when permitted by the institution. The Board's obligation to reimburse for such course work shall be limited to no more than 45 graduate hours beyond the Bachelor's Degree and no more than 90 graduate hours beyond the Master's Degree.

Hours must be earned subsequent to a degree conferred and shall consist of resident study in an approved and accredited institution.

The Board shall establish a fund for the designated school years for tuition reimbursement.

Any teacher who receives the approval of the Community and Human Relations Director shall be entitled to receive reimbursement for actual tuition costs not to exceed a maximum per course hour as indicated below.

Teachers requesting reimbursement must submit suitable evidence of successful course completion for

the same before September 30 of the school year following completion of the graduate course work. Failure to submit the request for reimbursement by September 30 will result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement, the teacher must return as a regular employee of the District the September following completion of their course work, except those teachers with unexpired recall rights. Failure to submit official transcripts by December 31st of each year shall result, without further action, in forfeiture of all reimbursement paid and the teacher shall then repay the amount reimbursed to the Board, either within fifteen (15) days, or the Board may commence salary deductions for such payments in equal installments for the remainder of the school year provided, however, such reimbursements shall be added to the unused carry over as specified below.

From the fund designated by the Board, if all requests for reimbursements do not exceed the sums indicated below, then and only then, shall teachers submitting reimbursement requests receive the actual cost of tuition to the maximum reimbursement.

If, however, the sum total of reimbursement requests exceeds the sums indicated below, then all teachers will receive a proportionate share of their actual costs provided the entire reimbursement does not exceed said sums.

2022-2023 (due Sept. 30, 2022) \$ 30,000 at the graduate rate per hour charged by Governors State University as of Sept. of each calendar year.

2023-2024 (due Sept. 30, 2023) \$ 30,000 at the graduate rate per hour charged by Governors State University as of Sept. of each calendar year.

2024-2025 (due Sept. 30, 2024) \$ 30,000 at the graduate rate per hour charged by Governors State University as of Sept. of each calendar year.

Tuition reimbursement will be offered for the following: college courses leading to endorsements in middle school math, middle school science, reading; ELL; special education; instructional technology, or coursework in support of any other district initiative at the discretion of the Board of Education. Tuition reimbursement will be offered for Master's Degree programs in a preapproved subject area.

Should the annual allotment not be expended in a contract year, the remaining sum shall roll over and be added into the amount available for reimbursement the following contract year.

Section 15 Tuition Reimbursement/Professional Growth (Support Staff and Custodians)

Support Staff employees will be reimbursed for a maximum of one (1) college course per year. Support Staff employees will be reimbursed their actual cost not to exceed the tuition rate of Governor's State University for a maximum of one (1) college course per school year, provided such course is pre-approved by the employee's supervisor and the Community and Human Relations Director and the content of the course directly enhances, relates to or furthers the employee's work in his/her current position. The reimbursement will be at a rate equal to the current tuition at Governors State University. The maximum annual tuition reimbursement amount for all support staff and custodians shall not exceed \$4,000 for each contract year.

Nothing in the foregoing paragraph need be interpreted to prohibit the Community and Human Relations Director (or designee) from approving additional coursework reimbursement, but such approval shall not be precedential.

Section 16 Open House

Prior to April 1st, each school's SLT will determine the date of Open House for their building for the following school year. Every attempt will be made to schedule the Open House in the K-5 buildings on a separate date from each other and from the Middle School. Teachers, Instructional Assistants and Secretaries shall be required to attend Open House. Teachers who service students at multiple schools shall be compensated at the extra-duty rate for attending additional Open Houses.

Teachers will not be required to attend two Tuesday morning meetings as determined by the SLT. Instructional Assistants will not be required to attend four Tuesday morning meetings as determined by the SLT. Secretaries will be compensated for 90 minutes of work time for each Open House attended.

Section 17 Call-In/Answering Service

The District shall maintain a substitute fulfillment service so that an employee who qualifies for sick leave as defined in Article XIII Section 1 of this Agreement or personal leave as defined in Article XIII Section 2 of this Agreement will report their absence. Simmons staff will report their absence between the hours of 5:00 P.M. and 6:00 A.M. Elementary staff will report their absence between the hours of 5:00 P.M. and 6:45 A.M.

In the event any member of the bargaining unit whose position requires a substitute is absent, an effort will be made to provide a substitute for the absent person. In the event a teaching assistant is absent, a reasonable effort to provide a substitute will be made. The following positions do not require a substitute: Special Education Resource that do not teach, Simmons Read 180, TPI/ELL pullout programs, Social Workers, Speech Pathologists, Clerks, Math Interventionists, Reading Specialists/Teachers and Health Assistants.

Custodians on mid-day shifts shall call in to report an absence no later than two (2) hours before their scheduled start time. In the event that a custodian becomes ill after arriving at work, he/she must notify the immediate supervisor so he/she is aware of the work that is incomplete.

Section 18 Class Composition

Both parties understand that class composition, the number of students a teacher is assigned per period or per semester, and the school facilities have an impact on the quality of education provided for the involved students and the workload of the teacher. As such, any teacher who feels her/his class is too large and/or the instructional space is inadequate, or has a child (children) with extraordinary educational needs, so affected may arrange a meeting with the principal, and failing resolution, may arrange a meeting with the principal and the superintendent to discuss alternative solutions, or any other issue deemed important to the parties. Failing resolution, the Union may present the issue to the Board of Education.

Section 19 Split Classes (General Education)

Teachers in elementary buildings assigned to split classes would be compensated at two thousand five hundred dollars (\$2,500.00) extra pay for the year. In the event teachers other than the teacher assigned to the split are directed by the principal to regroup their classes in order to lessen the load of the teacher with the split, then those teachers will share equally an additional two thousand five hundred dollars (\$2,500.00). Teachers involved in the split class situation will meet prior to the formation of said class and be involved in the proportioning of the students in order to best meet their academic needs.

Section 20 Plan Time

Every certified staff member, except nurses shall be guaranteed an average of 200 minutes of preparation time per normally scheduled week within the student attendance day with reasonable efforts being made

to schedule one preparation period per day of twenty-five (25) consecutive minutes. For classroom teachers, at least 25 minutes per week must be dedicated to grade level collaboration, MTSS, PBIS, Common Core, Technology Training, or another initiative.

Section 21 Parent Conferences

When the number of students assigned to a preschool teacher is such that parent conferences may not be scheduled on assigned days, teachers will be granted additional released time for the parent conferences only.

Section 22 Medication

Teachers and support staff, except nurses, shall not be required to administer medication or perform medical procedures to students.

Section 23 Report Cards

An Ad Hoc Committee as defined in Article 12, Section 2B, will be formed to decide the content, format, standardization and implementation of report cards, which will be standard at all buildings except the middle school.

ARTICLE VIII

CLASSROOM DISCIPLINE

Section 1

The responsibility for student discipline is jointly shared by the teachers, administrators and the parents.

Section 2

A teacher may send a student to the principal for disciplinary action if such action is warranted according to the District disciplinary procedures and/or the disciplinary procedures established in each school.

Section 3

According to the School Code 105 ILCS 5/24-24, teachers may remove a student from the classroom for disruptive behavior after the teacher has exhausted reasonable means of classroom management strategies. Students dismissed from a teacher's class for disciplinary reasons may be sent to the administrative offices for the duration of the period if such action is in compliance with the disciplinary procedures established in each school and approval has been received from the administration.

Section 4

Prior to the close of each school year, the principal and a committee of four Union-selected teachers and not more than four parents in each school will review and/or develop disciplinary procedures which will define the responsibilities of the principal, teacher, parent and student. Such procedures must be in compliance with the District 122 Code of Discipline. The final decision for action relating to student discipline rests with the building principal, who may request a hearing at the superintendent's level, where other actions and procedures have failed.

ARTICLE IX

ACADEMIC FREEDOM

Section 1

Teachers have the right to use learning materials and structured learning activities within the planned instructional program and curriculum of the District as well as the Illinois Learning Standards and other requirements of the Illinois State Board of Education and/or General Assembly according to their best professional judgment, recognizing their responsibility to intellectual integrity and scholarly objectivity. Supplemental instructional material, consistent with the standards, may be used by the teacher without prior Board or Administration approval; however, the Board reserves the right to remove, through the Administration, such supplemental instructional material when in its judgement, it is in the best interests of the students to do so. Academic freedom exercised by a teacher requires that the teacher be cognizant of the maturity of the students and that this be recognized in the instructional presentation.

Section 2

In the event of adverse criticism by administrators, parents or citizens in the District, all reasonable effort shall be made by the parties to settle academic freedom disputes on the administrative level.

Section 3

The district will require that any criticism of a teacher's professional judgment be in writing, dated, and signed prior to the implementation of the procedural steps of this article.

Section 4

If the matter remains unresolved, the Union and the Administration shall select an equal number of teaching personnel to serve on a fact-finding committee.

Section 5

The committee will submit its findings in writing to the Superintendent who will forward a copy to the Board.

Section 6

The report of the committee shall be submitted within thirty (30) days of the convening of the committee, unless a request for an extension is made to and granted by the Board. No decision may be made by the Board prior to the implementation of the procedural obligation of this section unless such extraordinary circumstances exist as to require more immediate action, in which case the Union President will be notified immediately.

ARTICLE X

EVALUATION AND PERSONNEL RECORDS

Section 1 — Evaluation (Support Staff and Custodians)

Each bargaining unit member shall receive a written evaluation at least once every two (2) years. All copies of the written evaluation will be signed and dated by the immediate administrative supervisor and bargaining unit member indicating that said evaluation was discussed. The immediate administrative supervisor may seek input from the bargaining unit member's supervisor when conducting an evaluation, and that bargaining unit member shall provide input for attribution. Signature on the evaluation by the

bargaining unit member does not necessarily imply agreement, and the bargaining unit member may attach dissenting or explanatory material to the evaluation within ten (10) school days of the date of the meeting between the administrator(s) and bargaining unit member in which the evaluation was discussed. There shall be only one (1) official evaluation, which shall be put in the bargaining unit member's personnel file.

Section 2 Evaluation (Licensed Staff)

- (A) All licensed staff shall be evaluated in accordance with Section 24A-5 of the Illinois School Code and the Ridgeland School District 122 Evaluation Plan. In the event a teacher is to be evaluated more frequently than once every other year, the Superintendent, his designee and/or the immediate supervisor shall first meet with the teacher to explain the reason(s) for such evaluations.
- (B) Evaluations and observations of special education, Reading Specialist/Teacher, EL, and other specialists may be conducted conjointly by the principal(s) and/or department supervisor(s) in producing one final, formal written evaluation. Specialists shall be observed either by the principal(s) and/or the department supervisor(s); however, they may request to be observed by both. The one final formal written evaluation shall be done by either the supervising principal(s) or department supervisor(s). The teacher observed may request one other formal written observation from the other supervisor that may be included as part of the final evaluation.
- (C) The Teacher within ten (10) school days after the receipt of the final summary evaluation report may request in writing a review of the evaluation by the Superintendent.
- (D) In the event the evaluation procedure set forth in the Ridgeland School District 122 Evaluation Plan is not followed, the Teacher may file a grievance up to the third step. No grievance procedure is contemplated or authorized in the event the Board commences termination and/or remediation proceedings under Section 24-12 of the Illinois School Code.
- (E) Student comments and/or criticisms shall not be solicited for the purpose of evaluating teachers provided that the Board shall be permitted to implement a Survey of Learning Conditions pursuant to 2-3.153 of the Illinois School Code. Nothing in this section, however, shall be deemed to prohibit the Board or the Administration from disciplining a teacher or from issuing letters of remediation or from instituting investigations relative to student complaints or criticisms as provided in Article X.

Section 3 Appeals Process for Unsatisfactory Ratings Under Section 24A of the Illinois School Code

- (1) Unsatisfactory Rating: The unsatisfactory rating to which this process applies is the final overall summative rating which results in the development and implementation of a remediation plan under Section 24A-5(i) of the School Code.
- (2) Panel of Qualified Evaluators. The panel of qualified evaluators (the "Panel") shall be composed of five (5) persons who have been certified by the Illinois State Board of Education as qualified to perform teacher evaluations under Section 24A of the School Code. By September 1 of each school year, the Superintendent shall appoint two (2) members of the Panel and the Union President shall appoint two (2) members to serve for the entire school term. The Superintendent and the Union President shall also jointly appoint the fifth member of the Panel who shall alternate each school year between a member of the bargaining unit and a member of the administration. In the absence of agreement by the Superintendent and the President on appointment of the fifth member, the Superintendent/President shall submit a list of four (4) qualified persons to the other from which the

other must choose the fifth member of the Panel. The Superintendent shall submit the list when an administrator is to serve as the fifth member and the President shall submit the list when a bargaining unit member is to serve as the fifth member of the Panel. Vacancies or absences on the Panel shall be filled by the Superintendent or the Union President who appointed the departing member of the Panel. If the vacancy or absence is created by the departure of the fifth member of the Panel, the process for designation of the fifth member of the Panel shall be repeated.

- (3) Criteria for Successful Appeals. The criteria to be applied by the Panel in determining whether to revoke an unsatisfactory rating are any one of the following:
- (A) Personal bias by the evaluator assigning the unsatisfactory rating toward the teacher based on interactions between the teacher and the evaluator, or information applied by the administrator from sources, outside of the evaluation process.
 - (B) Application of evaluation criteria not contained in the District's Section 24A evaluation plan.
 - (C) Application of the performance standards in the District's Section 24A evaluation plan in a materially and substantially unreasonable manner.
 - (D) Application of evaluation procedures materially and substantially inconsistent with the Section 24A evaluation plan or the collective bargaining agreement.

In order for the Panel to revoke an unsatisfactory rating, evidence of any one of the above criteria must be established by substantial and clear and convincing evidence.

- (4) Appeal Process and Timelines
- (A) An appeal must be filed with the Superintendent and the Union President within fifteen (15) days of the teacher's receipt of the unsatisfactory rating.
 - (B) An appeal must be in writing and identify the specific grounds upon which the appeal is based, including a detailed explanation as to why one or more of the criteria for successful appeals apply, with reference to the relevant portions of the summative evaluation.
 - (C) The Panel shall be notified by the Superintendent within two (2) days of the Superintendent's receipt of an appeal. The Panel shall meet within five (5) days of receipt of the written notice of the appeal from the Superintendent. The Panel shall interview the appealing teacher and the administrator who gave the unsatisfactory rating as part of the Panel's deliberations. The Panel shall complete its review within ten (10) days of the first meeting with the issuance of a written decision copied to the teacher, the Superintendent and the Union President with a copy to the teacher's personnel file.
 - (D) Upon filing of an appeal, the thirty (30) days provided under Section 24A-5(i) of the School Code in which to develop the remediation plan shall be placed on hold.

If the decision of the Panel is to uphold the unsatisfactory rating, the remediation plan shall be developed and completed within thirty (30) days of the Superintendent's receipt of notice of the Panel's decision.

If the decision of the Panel is that the unsatisfactory rating was erroneously issued, the teacher shall

be rated “needs improvement” and a professional development plan created in accordance with Section 24A-5(h). If, however, the unsatisfactory rating is determined to be erroneous because of bias or a failure to comply with the procedural requirements of the evaluation plan, the teacher may be rated “proficient” and placed on the cycle for evaluation in the immediately following school term.

Section 4 Process for Investigating and Responding to Complaints Against Licensed Staff Members

If the teacher or principal determines that a serious charge or criticism has been made against the teacher, the teacher, the principal and the person making the serious charge, if available, will attempt to resolve the problem before the following steps are employed. In the event the situation cannot be resolved then:

THE PRINCIPAL:

- (1) shall request that the charge or criticism be reduced to writing, dated and signed by the complainant, prior to any implementation of the following procedure
- (2) shall confer with the person or persons making the charge or criticism, if available, the teacher and a Union representative of the teacher’s choice, within seven (7) school days of the date on which the teacher has received a written copy of the charge or criticism from the complainant.
- (3) shall reduce the charge or criticism to writing if the complainant does not reduce same to writing and confer as required in Step 2 above.
- (4) shall provide the teacher with a written summary of the conference within seven (7) school days.

THE TEACHER:

- (5) shall respond to the principal’s written summary of the conference in writing within seven (7) school days of receipt of the principal’s summary.
- (6) may request in writing a review of the conference summary with the Superintendent within seven (7) school days after receipt of same and thereafter, if still unresolved, may request a conference with the Board in Closed Session.

Section 5 Personnel Files

Bargaining unit members shall have the right upon request and at reasonable times to review the contents of their personnel files, except for pre-employment references. Only one official Board file shall be kept for each bargaining unit member. If any other files contain material that relates to the bargaining unit member in any way, a copy of such material shall be placed in the official Board file.

One major purpose of this file shall be to provide the bargaining unit member with a single point at which he/she can find any and all evaluations, letters, reports, memoranda and any other documents or materials that exist in the District or that have been initiated by district personnel relating to the nature and quality of his/her service and professional conduct. This official Board file shall be maintained in such a way as to accomplish the major purpose given above and under the following conditions:

- (A) All material to be placed in the official Board file shall be inserted in a timely fashion, but not to exceed twenty (20) calendar days from the date of the origination or receipt of such material.

Bargaining unit members shall receive a copy of any such material promptly.

- (B) Every bargaining unit member shall have prompt access to all material in his/her official file and shall promptly be given a copy of any material added to his/her official Board file. Every bargaining unit member shall have the right to be furnished promptly a copy of any or all file material.
- (C) None of the contents of a bargaining unit member's official Board file shall be copied or otherwise made known to non-District designated persons without the bargaining unit member's permission either during or after his/her service in the school district, provided, however, that such a file be available to the Board, the Superintendent, and any administrator supervising the bargaining unit member or any designee of the Board acting as its agent or contractor, subject also to a court order. Further, unless required by the Freedom of Information Act or for purposes of conducting public operations or business, the Board shall not disclose the following information about any employee: (1) the employee's home address; (2) date of birth; (3) home and personal phone number(s); (4) personal email address; (5) information identifying an employee's membership or membership status in the Union; and (6) emails or other communications between the Union and bargaining unit employees.
- (D) Every bargaining unit member shall have the right to add material to his/her official Board file and attach dissenting or explanatory material to any item in the file.
- (E) No person shall remove any material from a bargaining unit member's official Board file without mutual consent of the bargaining unit member and the Superintendent or his/her designee, or as may be required by law.
- (F) Any documents or the contents thereof relating to evaluation or performance and all material placed in a bargaining unit member's official Board file by an administrator or supervisor will be respected by the bargaining unit member and the administration as confidential in relation to students or the bargaining unit member for purposes of representation of the bargaining unit member in the implementation of this Agreement, or by the Board in bringing charges, or as may be required by law.
- (G) Surveys shall not be used as a basis for discipline or evaluation of bargaining unit personnel.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 1 Definitions

- (A) A grievance is a complaint by a bargaining unit member or the Union on behalf of a specific bargaining unit member or group of members that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- (B) As used in the Article, "days" shall mean work days, except during the summer recess when it shall mean days on which the district administrative office shall be open.

Section 2 General Provisions

- (A) A bargaining unit member shall not be subject to discipline or reprisal because of his/her participation in the grievance procedure.
- (B) A grievance may be withdrawn or settled at any step without establishing precedent.
- (C) All time limits may be extended by written agreement of both parties.
- (D) Hearings and conferences under this procedure shall be conducted after regular school hours, if possible, or during non-work time of the personnel involved. When such hearing and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
- (E) No employee at any step of the grievance procedure shall be required to meet with the Administration or the Board without Union representation.
- (F) By mutual consent, lower steps in the grievance procedure may be by-passed. Other procedures may be pursued by mutual consent, including mediation.
- (G) The employee and the Union shall have the right to request and receive copies of all materials germane to the grievance.

Section 3 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications, provided that such resolution does not conflict with the terms of this agreement. When requested by the employee, a Union member may accompany the employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

Step One -- Building Principal

The grievant must present the grievance in writing to the Building Principal within fifteen (15) days of the occurrence giving rise to the grievance. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the grievance. The Administration shall provide a written answer of the grievance to the grievant and Union no later than fifteen (15) days following the meeting, including reasons for decisions.

Step Two -- Superintendent

If the grievant is not satisfied with the disposition of the grievance at Step One or the time limits expire without the issuance of written reply, the grievant may submit written appeal to the Superintendent. A meeting to discuss the grievance shall be held within ten (10) days of the filing of the written appeal to the Superintendent. The Superintendent shall provide a written answer of the grievance to the grievant and Union no later than ten (10) days following the meeting, including reasons for the decisions.

Step Three -- Board

If the grievance cannot be settled at the second step, the grievance shall be submitted to the Board

of Education within ten (10) days of receipt of the second step decision to be considered at the next regularly scheduled meeting of the Board. The grievance may present a written brief to the Board and the Superintendent before the grievance presents the case orally. The Board will render its decision at the next regularly scheduled Board meeting or earlier, if possible, after the hearing at Step Three.

Step Four -- Arbitration

If the Union is not satisfied with the disposition of the grievance at Step Three, or the time limits expire without issuance of the Board's written reply, the Union may submit the grievance to binding arbitration. The Union must submit the grievance to arbitration within fifteen (15) days from the Step Three response or within fifteen (15) days following the date the Step Three response is due, if no response is provided.

If arbitration shall be necessary, the services of the American Arbitration Association shall be employed. The Board and the Union shall equally bear the cost of the arbitrator, and each party shall be responsible for its own additional costs and fees. The arbitrator shall be specifically limited to determining the issues presented in the grievance involving the interpretation or application of the Agreement. The arbitrator shall have no authority to add to, subtract, alter, modify, ignore or change any of the terms of this Agreement. The decision of the arbitrator shall be final and binding.

ARTICLE XII

SCHOOL AND DISTRICT LEADERSHIP TEAMS

Section 1 **Types of Committees**

- (A) The SLT will be established within the last thirty (30) calendar school days. The elementary SLT's will have the following members: building principal (or his or her designee), and a maximum of 6 licensed faculty. Equal number of members will be chosen by the administration and by union vote. The Simmons SLT will consist of the principal (or his or her designee), and a maximum of 8 licensed faculty. Equal number of members will be chosen by the administration and by union vote. The Preschool/ Prevention Initiative SLT will consist of the principal and 4 certified staff members. Equal numbers of members will be chosen by the administration and by union vote. . At the request of the building principal, or SLT members, the superintendent (or his or her designee) may attend.
- (B) The DLT will be established (14) fourteen days after the establishment of SLT's. The DLT will have the following members: the superintendent (or his or her designee), the pertinent administration relating to the agenda and a maximum of 2 licensed faculty from each building. The positions will be selected by the SLT. Other SLT members may attend as observers by request of the faculty and administration.
- (C) Ad Hoc or Special Committees: At the request of the Superintendent or Building SLT of two or more buildings, an Ad Hoc or Special Committee shall be convened to investigate areas related to the instructional program or to the improvement of education in District 122. Such committees shall be limited to two (2) selected members from each school, three (3) administrators, and the Union President (or his or her designee). In such selection, careful consideration shall be given to balance of representation in relation to grade levels, subject areas, special training, and interest in the particular field.

Section 2 School Leadership Team (SLT) Purpose

The School Leadership Team (SLT) purpose and function is to focus on student learning and growth-based outcomes, the building culture and climate, and the inclusion of parent/community in regards to student matters. This committee is designed to support staff and administration collaboration for the betterment of the District.

Section 3 Administration, Function and Purpose – School Leadership Team (SLT)

- (A) Each SLT shall meet minimally two times per month starting in September and ending in May of each school year. No meeting shall exceed 90 minutes.
- (B) An agenda will be created by the SLT and approved by the principal. All items on the agenda must further the purpose of the SLT as specified in Section 2.
- (C) A pre/post meeting will be held monthly. Any faculty or staff in the building may attend this meeting. SLT members will not be compensated for the pre/post meeting.
- (D) The team will select a secretary, on a rotating basis, and the team facilitator shall be the building principal. The secretary will create notes and/or minutes from each meeting to be shared within all buildings, principals in other buildings, and the superintendent. The SLT facilitator will maintain order during meetings assuring attention to agenda items. Any items not on the meeting agenda may be brought up to the building principal or district administration at a later time.
- (E) Faculty will be compensated at \$1,800 per SLT member, per year.
- (F) Additional SLT references found in the contract:
 - (1) Every Tuesday when students are in attendance, the normal school days for teacher shall begin thirty (30) minutes prior to the opening of the student's school day. Use of the Tuesday mornings that are not utilized for collaboration will be determined by the SLT.
 - (2) Make recommendations regarding the activities for Extra Duty Assignments (Article XVIII, Section 4, Category III).
 - (3) Determine the date of Open House for their building prior to April 1st for the following school year. Every attempt will be made to schedule the Open House in the elementary building on a separate date from each other and from the middle school. Teachers, Instructional Assistants and Secretaries shall be required to attend Open House.

Section 4 District Leadership Team (DLT) Purpose

The District Leadership Team (DLT) purpose and function is to focus on student learning and growth-based outcomes, the District culture and climate, the inclusion of parent/community in regards to student matters, as well as building level questions and concerns that effect the entire District. This committee is designed to support Building and District level collaboration.

Section 5 Administration, Function and Purpose – District Leadership Team (DLT)

- (A) Each DLT shall meet minimally one time per month on the Thursday preceding the regular scheduled BOE meeting starting in September and ending in May of each school year. No meeting shall exceed 90 minutes.
- (B) An agenda will be created by the DLT leadership and the superintendent. All items on the agenda must further the purpose of the DLT as specified in Section 4.

- (C) The team will select a secretary on a rotating basis, and the team leader shall be the superintendent. The secretary will create notes and/or minutes from each meeting to be shared within all buildings, principals and the superintendent. The DLT leader will maintain order during meetings assuring attention to agenda items. Any items not on the meeting agenda may be brought up to the building principal or district administration at a later time.
- (D) Faculty will be compensated at \$500 per DLT member, per year.

ARTICLE XIII

LEAVES WITH PAY

Section 1 Sick Leave (Teachers, Support Staff and Custodians)

- (A) All teachers, support staff and custodians of the school district shall be granted leaves of absence (sick leave) according to the following schedule
 - (1) those having 0 - 5 years of experience in the District: 13 days (3 of which may be used for personal business)
 - (2) those having 6 - 11 years: 14 days (3 of which may be used for personal business)
 - (3) those having 12 or more: 15 days (3 of which may be used for personal business)
 - (4) Part-time employees and employees who begin service after the first day of the year shall accrue sick leave pro rata to their FTE status, based on the following schedule:
 - 0.1-0.49 FTE 4 days (1 of which may be used for personal business),
 - 0.5-0.59 FTE 5 days (2 of which may be used for personal business),
 - 0.6-0.69 FTE 6 days (2 of which may be used for personal business),
 - 0.7-0.79 FTE 7 days (2 of which may be used for personal business),
 - 0.8-0.89 FTE 8 days (3 of which may be used for personal business) and
 - 0.9-0.99 FTE 9 days (3 of which may be used for personal business)
- (B) For all District employees, sick leave shall be defined to mean personal illness or disability, quarantine at home as ordered by a physician in writing, critical illness in the immediate family. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, and legal guardians/dependents.
- (C) At the beginning of each school year, each member shall be notified in writing as to the number of accumulated sick leave days.
- (D) Any unused sick leave will accumulate to a maximum of three hundred and forty (340) days.
- (E) Employees who have established a pattern of calling in sick for the day preceding or following a holiday(s) or vacation, as well as the first day of the school term, or for whom there is reasonable suspicion that there has been abuse of a sick day, may be required to provide acceptable

documentation of actual illness.

Section 2 Regulations Regarding Use of Personal Leave

- (A) Personal business, as defined herein, shall mean an activity that requires an employee's presence during the school day and is of such a nature that it cannot be attended to at a later time when school is not in session, at the conclusion of a working day or on weekends.
- (B) Requests for a leave of absence for personal business shall be submitted in the substitute fulfillment service for approval by the Community and Human Relations Director at least two (2) calendar days in advance, except in cases of emergency. No reason for said leave need be given. No personal days can be used for the day immediately preceding or after summer break, winter break, or spring break. If the day to be taken precedes or is immediately after a legal holiday, only two (2) teachers and two (2) support staff members, one of which can be a secretary, per building will be allowed to use such personal leave. Such requests shall be granted on a first come, first serve basis. Three personal days taken on consecutive student attendance days or any combination of sick and personal days taken on three consecutive student attendance days may not be used unless a reason is provided, and the prior approval of the Community and Human Relations Director is granted at least five (5) days prior to use. Approval by the Community and Human Relations Director is on a non-precedent setting basis.
- (C) Unused personal leave shall accumulate as unused sick leave as specified in Section 1(E) of this Article.

Section 3 Other Leaves (Teachers, Support Staff and Custodians)

- (A) **Bereavement Leave.** In the event of the death of the bargaining unit member's immediate family, such bargaining unit member shall be entitled to four days absence without loss of pay, in addition to the member's sick leave allotment. In the event of the death of a child, the bargaining unit member shall be entitled to four days absence without loss of pay, plus an additional six days of unpaid bereavement leave, in addition to the member's sick leave allotment.

If the bereavement leave extends beyond the maximum allowable, the bargaining unit member shall be allowed to use up to five (5) additional sick days with use of additional sick days may be approved by the Superintendent. Immediate family will include parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law, and legal guardians/dependents. One day of bereavement leave may be used to attend the funeral of aunts, uncles, nieces, nephews, and cousins. Upon request, bargaining unit members shall furnish proof of death

- (B) **Court appearance.** Bargaining unit members shall not be required to use a personal or sick day for court appearances that are related to their job duties as an employee of the District.

Section 4 Jury Duty

No bargaining unit member shall suffer a loss in salary because of jury duty. Bargaining unit members shall receive their usual salaried compensation and jury duty pay.

Section 5 Professional Development (Teachers)

Additional days per year may be granted to teachers to attend workshops or professional meetings as approved in advance by the Director of Teaching and Learning. The teacher will apply to the Director of Teaching and Learning five (5) days in advance of the meeting. The district may choose to reimburse the teacher for any/or all actual expenses incurred.

Section 6 Sick Leave Bank

Any member of the bargaining unit shall be eligible to participate voluntarily in a "Sick Leave Bank". Such bargaining unit members who desire to participate in the Sick Leave Bank shall submit written notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee to administer the provision of said Sick Leave Bank prior to October 1 of each year.

ARTICLE XIV

LEAVES WITHOUT PAY

Section 1 Professional Leave (Teachers)

A teacher with four years of consecutive service may be granted a leave of absence without loss of employment status for purposes which include but are not limited to: rest, pursuit of graduate studies, travel or Union business. The length of such leave shall be solely determined by the Board.

Section 2 Extended Leave Teachers

- (A) After exhausting accumulated sick leave teachers with four consecutive years of service shall be granted a leave of absence without loss of employment status for extended personal illness or illness in the immediate family.
- (B) A written statement from the teacher's doctor or a doctor mutually agreed upon by the Board and the teacher may be required to establish the reason for a teacher's leave of absence. For leaves of absence taken due to an immediate family member's illness, a written statement from the immediate family member's physician may be required.
- (C) Leave under this Section shall be a maximum length of the balance of the current school year plus one (1) additional school year.

Support Staff and Custodians

- (A) After exhausting accumulated sick leave, a bargaining unit member with four consecutive years of service shall be granted a leave of absence without loss of employment status for extended personal illness or illness in the immediate family.
- (B) A written statement from the bargaining unit member's doctor or a doctor mutually agreed upon by the Board and the bargaining unit member may be required to establish the reason for the leave of absence. For leaves of absence taken due to an immediate family member's illness, a written statement from the immediate family member's physician may be required.
- (C) Leave under this Section shall be a maximum length of the balance of the current school year plus one (1) additional school year.

- (D) Should the employee's disability exceed the duration stated in Paragraph "A" and the employee be certified as disabled and unable to return to work at the end of such leave, his/her employment with the District shall cease. In such case the Board shall cooperate with the employee in assisting the employee in securing any disability benefits from IMRF or otherwise. No action shall lie against the Board of Education for such termination of employment. Nothing shall be deemed to prohibit the Board from extending such unpaid leave in the event of the illness or individual cases of hardship without establishing precedent.

Section 3 Child Rearing Leave/Adoption Leave for Employees Ineligible for FMLA Leave (Teachers, Support Staff, and Custodians)

Employees not entitled to FMLA leave are entitled to leave for the purpose of child rearing or adoption of a son or daughter of the employee, for up to six weeks from the date of the birth or adoption. Such leave shall be unpaid, unless the employee uses accumulated sick leave during such period. If the employee has not been medically released to return to work after six weeks, and the employee has used up all accumulated sick leave, up to two additional weeks of unpaid leave may be granted at the discretion of the Board.

Section 4 Military Service Leave

The Board shall permit a leave of absence without loss of employment status for military service pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

Section 5 Family and Medical Leave Act (Teachers, Support Staff and Custodians)

All full-time district employees are entitled to leave according to the terms of the Family and Medical Leave Act, subject to the rules and regulations of the FMLA policy adopted by the Board of Education. Employees who have accumulated sick leave may choose to use such sick leave in conjunction with FMLA leave, but shall not be required to do so.

Section 6 Illinois Victim's Economic Safety and Security Act (VESSA)

A maximum of twelve (12) weeks of unpaid leave within a twelve-month period may be provided to victims of domestic or sexual violence, and to those who have a family or household member who is a victim of domestic or sexual violence, in conformity with Illinois law. VESSA does not create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by the FMLA. Employees who have accumulated sick leave may choose to use such sick leave in conjunction with VESSA leave, but shall not be required to do so.

Section 7 Procedures

Teachers

- (A) Leaves of absence without pay shall not exceed the balance of the school year unless extended by application and mutual agreement of the Board of Education and the teacher without setting precedent.
- (B) Application shall be made in writing to the Superintendent who shall then make his/her recommendation to the Board for action. The application shall indicate the time at which the teacher wishes to begin leave. Except in emergencies, the teacher shall make application no less than sixty calendar (60) days prior to the start of the requested leave.
- (C) To maintain continuity of instruction, leaves without pay shall end at the beginning of a school year unless otherwise agreed to by the Board of Education and teacher taking such leave.

- (D) A teacher on leave must notify the District in writing no later than February 1 preceding the planned return to the District of his/her intention to request an extension of the current leave. This would certify to the District a planned return at the beginning of the coming school year or the tender of a resignation. For those teachers returning from leave at a time other than the beginning of the school year, notification of intent as to return, extension, or resignation, must be made at least sixty (60) calendar days prior to the planned expiration of the leave.
- (E) Upon return from any unpaid leave, a teacher will be assigned to a position for which she/he is qualified, provided such position (or teacher) is not involved in a reduction-in-force program.
- (F) Failure to give any notice required herein or failure to report for duty on the expiration of any leave shall automatically terminate employment status.
- (G) No credit shall be given on the salary schedule for the time on leave nor will teachers accrue seniority. A teacher will be placed on the salary schedule at the level he/she would have attained before the leave of absence.
- (H) Teachers who were covered under the District's group health insurance plan and who go on leave shall be entitled to continue their coverage by paying the entire premium cost for such coverage, as provided by applicable law and the limits of the District's insurance plan. The entire premium cost is defined as the combined Board share and Employee share.
- (I) The provisions of this contract with respect to all leaves without pay shall be construed prospectively and shall not apply to leaves heretofore granted.
- (J) Failure of a teacher to comply with procedures specified in this Article shall cause said teacher to forfeit his/her right to return to the district as specified in paragraph (e) of this section.
- (K) The Union acknowledges that a teacher, who is earning credit towards tenure, will lose all earned credit toward tenure if a leave of absence is granted. The teacher requesting a leave of absence shall acknowledge in writing that upon return from leave he/she will begin the reacquisition of tenure from day one.

Section 8 Procedures (Support Staff and Custodians)

- (A) Leaves of absence without pay shall not exceed the balance of the current school year unless extended by application and mutual agreement of the Employee and the Board without setting precedent.
- (B) Application shall be made in writing to the Superintendent who shall then make his/her recommendation to the Board for action. The application shall indicate the time at which the employee wishes to begin leave. Except in emergencies, the bargaining unit member shall make application no less than sixty (60) calendar days prior to the start of the requested leave.
- (C) A Support Staff bargaining unit member on leave must notify the District in writing no later than February 1 preceding the planned return to the District of his/her intention to request an extension of the current leave, certify to the District planned return at the beginning of the coming school year or tender a resignation. For those bargaining unit members returning from leave at a time other than the beginning of the school year, notification of intent as to return, extension, or resignation, must be made at least sixty (60) calendar days prior to the planned expiration of the

leave.

- (D) Upon return from any unpaid leave, a bargaining unit member will be assigned to a position for which he/she is qualified, provided such position (or bargaining unit member) is not involved in a reduction-in-force program, and provided further that a bargaining unit member scheduled to return at the beginning of any school year must notify the Superintendent in writing no later than February 1 of his/her intention to return.
- (E) Failure to give any notice required herein or failure to report for duty on the expiration of any leave shall automatically terminate employment status.
- (F) No credit shall be given on the salary schedule for the time on leave nor will bargaining unit members accrue seniority. A bargaining unit member will be placed on the salary schedule at the level he/she would have attained before the leave of absence.
- (G) Support staff and custodians who were covered under the District's group health insurance plan and who go on leave shall be entitled to continue their coverage by paying the entire premium cost for such coverage, as provided by applicable law and the limits of the District's insurance plan.
- (H) The provisions of this contract with respect to all leaves without pay shall be construed prospectively and shall not apply to leaves heretofore granted.
- (I) Failure of a bargaining unit member to comply with procedures specified in the Article shall cause said bargaining unit member to forfeit his/her right to return to the District as specified in Paragraph "D" of this section. Such bargaining unit member may be considered for a vacancy for which he/she is qualified and which exists at the time of the bargaining unit member's return. The entire premium cost is defined as the combined Board share and Employee share.

ARTICLE XV

JOB VACANCIES AND TRANSFERS (TEACHERS)

Section 1 Vacancies

- (A) A vacancy is caused by death, retirement, discharge, resignation, creation of a new position, or the addition of a class due to increased enrollment. Any vacancy created after the start of the school year will be filled temporarily until the end of the school year. The position will be posted at the time the vacancy occurs and again no later than May 1st if such vacancy is still available. Positions shall not be filled for a period of two (2) calendar weeks after such posting. In the event that such vacancies should not occur during the regular school year, the Union President will be notified of teaching vacancies during the summer.
- (B) Teachers presently working within the district desiring a change in grade level, subject matter, or building, shall notify the Community and Human Relations Director. Decisions regarding such requests shall be made in writing and furnished in a timely fashion.
- (C) The Board shall use a variety of criteria when filling a new or vacant teaching position, including qualifications, licensure, merit and ability (including performance evaluation ratings) and relevant

service or experience.

- (D) If the Superintendent determines that two or more candidates are equally qualified, the length of service to the district shall be the determining factor. An applicant for a transfer who does not receive the desired assignment shall, upon written request, be given the reasons for not receiving the transfer requested. Reasons for not granting such requests shall be made in writing and furnished in a timely fashion.
- (E) Posting of Administrative Vacancies – As a professional courtesy, all administrative vacancies will be posted for a period of two (2) calendar weeks before they are filled. Should these vacancies occur outside the regular school year, the Union President will be notified of said vacancies as they occur. A violation of this posting requirement may not receive a remedy, which would involve vacating one appointed to such position.

Section 2 Involuntary Transfers

The Administration may modify or change the teaching assignment given to a teacher as any such change may be necessitated by staffing, enrollment, or other changes in conditions prevailing at the time of the initial decision.

Involuntary transfers are transfers without a written request from the teacher, which result in relocating the teacher to another building, reassigning a teacher which results in changing the teacher's immediate supervisor, or in reassigning grade level or subject area to a particular teacher.

The Board of Education agrees that prior to any vacancy being posted due to an involuntary transfer, the Union and the individual being transferred, will be notified simultaneously of such transfer in person.

Prior to affecting an involuntary transfer, the administration shall solicit volunteers. Nothing in this provision shall be deemed to require the administration from accepting any volunteer or volunteers. If volunteers are not accepted for the position, reasons for being denied will be provided in writing.

Upon deciding the need of the involuntary transfer, the administration shall attempt to notify the teacher as soon as possible. In the event that an involuntary transfer is necessary, the Superintendent will meet with the teacher to be transferred and inform the teacher of said reasons, in writing, prior to the effective date of the transfer. The Superintendent's decision may be appealed to the School Board and the Board may or may not change the decision. Nothing in this section shall prevent a teacher from having representation at any meeting with the administration or the Board of Education.

Teachers involuntarily transferred shall be given reasonable support and assistance in order to prepare for the new assignments. Teachers shall not be responsible for the physical relocation of teaching material required because of change of assignment and/or location. If a teacher is moved, the Superintendent will provide reasonable support to assist in the move. This may include hiring a substitute, mover, etc.

Upon a teacher's written request, any teacher involuntarily transferred shall be released from the contract.

Section 3 Voluntary Transfers

Qualified teachers desiring a building, grade-level, or subject area change will be allowed to do so provided that the transfer is not disruptive or detrimental to the instructional program and they have the approval of the Community and Human Relations Director.

- (A) Requests denied by the Community and Human Relations Director may be appealed to the Superintendent. The Union may present any dispute to the Board who may or may not change the decision.
- (B) Teachers shall not be responsible for the physical relocation of teaching material required because of change of assignment and/or location. If a teacher is moved, the Superintendent will provide reasonable support to assist in the move. This may include hiring a substitute, mover, etc.

Section 4 Summer School

The Administration shall post any vacancy for summer school work and shall provide an application for the same to interested applicants.

District summer school employment will be based on a variety of criteria, including qualifications, licensure, merit and ability (including performance evaluation ratings) and relevant service or experience. If the Superintendent determines that two or more candidates are equally qualified, then summer school employment for such candidates will be based on seniority.

All applicants will be notified as soon as possible, but no later than June 1st.

Teachers not selected may discuss with the Superintendent the reasons.

ARTICLE XVI

QUALIFIED (SUPPORT STAFF)

Section 1

The following categories of position are established for the support staff bargaining unit:

- (1) 10-month Secretaries
- (2) 10-month Part-Time Secretaries
- (3) Instructional Assistants
- (4) Head Custodians
- (5) Custodians
- (6) Part-Time Custodians
- (7) Clerks
- (8) Health Assistants

Section 2

Bargaining unit members employed in one category can make application to the Community and Human Relations Director or designee to be employed in another category if a vacancy occurs.

Section 3

Applicants may be required to submit to a written examination and/or demonstrate typing, basic computer skills, office skills, knowledge of bookkeeping, knowledge of a foreign language, and other skills, which would be needed to perform in the job category for which application is made. If the bargaining unit member is selected for a position outside of his/her category, they may receive a ninety (90) work day probationary period in that position, for which they will be paid at their old rate during the probationary period. If, after the probationary period is concluded, the applicant satisfies the administrations evaluation of him/her being qualified for said position, the position shall be deemed filled. If, however, the

bargaining unit member does not qualify for the position after a ninety (90) work day probationary period, said bargaining unit member shall be returned to his/her original category of position, and the District is free to hire a new candidate.

Section 4

Standards set to qualify for a category other than the applicant's current position will be the same as set for a new employee.

Section 5

Any bargaining unit member who transfers from one category to another, voluntarily, shall be paid at the new classification rate of pay upon completion of a ninety (90) work day probationary period

ARTICLE XVII

VACANCIES AND TRANSFERS (SUPPORT STAFF AND CUSTODIANS)

Section 1 Vacancies

- (A) A vacancy is caused by death, retirement, discharge, resignation or creation of a new position.
- (B) All vacancies or newly created positions covered by this agreement shall be posted and not filled for two (2) calendar weeks. The positions shall be posted within five (5) working days after the vacancy occurs. Notices of Support Staff Position Vacancy shall be sent to the Union President at the time of posting. In the event that such vacancies should not occur during the regular school year, the Union President will be notified of the vacancies during the summer. The posted position may be filled on a temporary basis during the period of posting.
- (C) A qualified bargaining unit member within the District shall be given preference over a prospective employee from outside the District when all qualifications are equal in filling vacancies. Given that all factors are substantially equal, when two (2) or more bargaining unit members apply for the same position, seniority shall be the deciding factor.

Section 2 Transfers

The Superintendent may transfer a bargaining unit member to another position under the supervision of a different administrator when the Superintendent determines such transfer is necessary. When a bargaining unit member who has not requested same is transferred, the Superintendent will notify the bargaining unit member of the transfer as soon as possible.

The bargaining unit member's request to transfer to another position shall be considered in each case by the Administration when filed in writing. The request for transfer for the following school term shall be submitted in writing to the Community and Human Relations Director.

The bargaining unit member shall be given preference over non-bargaining unit members in transferring to open positions within their current job category provided the bargaining unit member has the approval of the Building Principals directly affected by the transfer and the Superintendent, and provided the bargaining unit member is qualified to fill the position.

The bargaining unit member shall have a conference with the applicable administrator prior to any transfer.

It is also agreed that if an employee is involuntarily transferred without just cause, the employee's hourly wage will not be reduced.

ARTICLE XVIII

SALARIES AND BENEFITS

Section 1 Teachers

Salary Schedule 2022-2023

	BA	BA15	BA30	MA	MA15	MA30	MA45
1	47,199	48,925	50,685	52,680	54,771	56,979	59,357
2	48,588	50,364	52,176	54,229	56,382	58,655	61,103
3	50,031	51,861	53,725	55,840	58,057	60,397	62,918
4	51,516	53,401	55,320	57,499	59,782	62,190	64,787
5	51,768	53,661	55,591	57,779	60,073	62,494	65,104
6	52,021	53,923	55,863	58,062	60,365	62,799	65,421
7	52,274	54,184	56,133	58,341	60,656	63,100	65,738
8	52,529	54,449	56,409	58,629	60,955	63,411	66,061
9	52,787	54,716	56,682	58,916	61,252	63,721	66,384
10	52,916	54,851	56,822	59,059	61,403	63,878	66,547
11	53,044	54,983	56,959	59,202	61,553	64,031	66,709
12	53,174	55,117	57,100	59,346	61,701	64,188	66,869
13	53,765	55,731	57,736	60,008	62,387	64,903	67,614
14	54,624	56,620	58,657	60,965	63,383	65,938	68,693
15	55,759	57,798	59,877	62,235	64,702	67,311	70,122
16	56,718	58,792	60,903	63,301	65,814	68,466	71,325
17	57,551	59,654	61,801	64,231	66,781	69,473	72,373
18	58,679	60,823	63,011	65,493	68,089	70,835	73,794

Salary Schedule 2023-2024

	BA	BA15	BA30	MA	MA15	MA30	MA45
1	48,143	49,904	51,699	53,734	55,866	58,119	60,544
2	49,559	51,371	53,219	55,314	57,510	59,828	62,325
3	51,017	52,882	54,785	56,940	59,201	61,588	64,158
4	52,533	54,454	56,411	58,632	60,960	63,417	66,064
5	54,092	56,071	58,086	60,374	62,771	65,300	68,026
6	54,356	56,344	58,371	60,668	63,077	65,619	68,359
7	54,622	56,619	58,656	60,965	63,383	65,939	68,692
8	54,888	56,893	58,940	61,258	63,689	66,255	69,025
9	55,155	57,171	59,229	61,560	64,003	66,582	69,364
10	55,426	57,452	59,516	61,862	64,315	66,907	69,703
11	55,562	57,594	59,663	62,012	64,473	67,072	69,874
12	55,696	57,732	59,807	62,162	64,631	67,233	70,044
13	55,833	57,873	59,955	62,313	64,786	67,397	70,212
14	56,453	58,518	60,623	63,008	65,506	68,148	70,995
15	57,355	59,451	61,590	64,013	66,552	69,235	72,128
16	58,547	60,688	62,871	65,347	67,937	70,677	73,628
17	59,554	61,732	63,948	66,466	69,105	71,889	74,891
18	60,429	62,637	64,891	67,443	70,120	72,947	75,992

Salary Schedule 2024-2025

	BA	BA15	BA30	MA	MA15	MA30	MA45
1	48,624	50,403	52,216	54,271	56,425	58,700	61,149
2	49,828	51,651	53,508	55,615	57,821	60,153	62,663
3	51,294	53,169	55,082	57,250	59,523	61,922	64,506
4	52,803	54,733	56,702	58,933	61,273	63,744	66,404
5	54,372	56,360	58,385	60,684	63,094	65,637	68,376
6	55,985	58,033	60,119	62,487	64,968	67,586	70,407
7	56,258	58,316	60,414	62,791	65,285	67,916	70,752
8	56,534	58,601	60,709	63,099	65,601	68,247	71,096
9	56,809	58,884	61,003	63,402	65,918	68,574	71,441
10	57,085	59,172	61,302	63,715	66,243	68,912	71,792
11	57,366	59,463	61,599	64,027	66,566	69,249	72,143
12	57,507	59,610	61,751	64,182	66,730	69,420	72,320
13	57,645	59,753	61,900	64,338	66,893	69,586	72,496
14	57,787	59,899	62,053	64,494	67,054	69,756	72,669
15	58,429	60,566	62,745	65,213	67,799	70,533	73,480
16	59,362	61,532	63,746	66,253	68,881	71,658	74,652
17	60,596	62,812	65,071	67,634	70,315	73,151	76,205
18	61,638	63,893	66,186	68,792	71,524	74,405	77,512

For all years of the contract, the following applies:

For 2022-2023, a teacher on longevity shall receive as and for salary his/her prior year salary times 1.05

For 2023-2024, a teacher on longevity shall receive as and for salary his/her prior year salary times 1.05.

For 2024-2025, a teacher on longevity shall receive as and for salary his/her prior year salary times 1.035.

The salary of a teacher with fifteen approved credit hours above MA+45 shall be calculated using the MA+45 lane, plus a stipend of \$2,000. The following year's salary will be based upon a percentage of the prior year's salary including the stipend.

Part-time employees or full-time employees that do not work the entire school year will receive a step increase after they cumulate the equivalent of .75 FTE.

For any teacher beyond Step 18, horizontal lane advancement will be calculated by applying the fixed dollar difference between the current lane and the appropriate advanced lane for the teacher at issue.

Registered Nurses shall be paid 90% of where they fall on the teacher salary schedule. Registered Nurses have two years from the date of hire to complete their Professional Educator License through the School Nurse Certification Program. Upon receiving their Professional Educator License and becoming a Certified School Nurse they will maintain their step on the teacher salary scale but receive full pay.

Section 2 Support Staff

Instructional Assistants

Instructional Assistants hired with a start date after August 1, 2022 will have a uniform starting compensation rate of seventeen dollars (\$17.00) per hour.

Instructional Assistants first employed prior to August 1, 2022 will receive a salary increase of 5% for the 2022-2023 school year, 5% for the 2023-2024 school year, 3.5% for the 2024-2025 school year. This salary increase does not apply to the uniform starting compensation rate.

Instructional Assistants who are assigned to positions which require them to perform toileting duties for students with disabilities shall be provided an additional one dollar (\$1.00) per hour as compensation for this assignment.

Instructional Assistant w/ Substitute Teacher - \$25 per day

- Not to include substitute covering FMLA or extended leave
- Only one assistant per room with a substitute will be eligible to receive the stipend (this will occur on a rotational basis)
- Limited to 15 days with additional days beyond 15 days at the discretion of the Superintendent

Secretaries

Secretaries hired with a start date after August 1, 2022 will have a uniform starting compensation rate of seventeen dollars (\$17.00) per hour.

Secretaries first employed by the District prior to August 1, 2022 and who are currently compensated at

a rate of less than seventeen dollars (\$17.00) per hour shall be paid eighteen dollars (\$18.00) per hour starting on August 1, 2022.

Secretaries first employed by the District prior to August 1, 2022 and who are compensated over seventeen (\$17.00) per hour will receive a salary increase of 5% for the 2022-2023 school year, 5% for the 2023-2024 school year, 3.5% for the 2024-2025 school year. This salary increase does not apply to the uniform starting compensation rate.

Any secretary or instructional assistant hired before November 1st will receive a step increase for the following year.

Custodians

The Head Custodian (hired after 7/1/12) uniform compensation rate will be \$28.85 for the 2022-2023 school year, \$30.29 for the 2023-2024 school year, and \$31.35 for the 2024-2025 school year.

Night Custodians hired after July 1, 2022 will have a uniform starting compensation rate of sixteen dollars (\$16.00) per hour. Head Custodians hired before 7/1/12 and Night Custodians first employed before July 1, 2022 will receive a salary increase of 5% for the 2022-2023 school year, 5% for the 2023-2024 school year, 3.5% for the 2024-2025 school year. This salary increase does not apply to the uniform starting compensation rate.

The compensation rate for the role of Substitute Custodian shall be sixteen dollars (\$16.00) per hour starting on July 1, 2022

Custodian Substitute Coordinator - \$500 per year stipend

Head custodians will be responsible for initiating a process to remedy, to the best of their ability, within 21 days after receiving the report, all items on the monthly building inspection report. Head custodians will be responsible for working with the building principal to prepare a "Custodial Weekly Operations Report" that will be attached to the Principal's Weekly Operations Report. The Custodial Operations Report will highlight weather-related or human damage to property, areas in need of repair, or any other informational item that would be important for the Superintendent and Board to know about. "Work Order" items will be included in the report. The Custodial Report will be sent to the Superintendent at the end of each work week and will be forwarded by the Superintendent to the Board.

Library Clerks

Library Clerks hired after August 1, 2022 will have a uniform starting compensation rate of fifteen dollars (\$15.00) per hour.

Library Clerks first employed by the District prior to August 1, 2022 and who are currently compensated at a rate of less than fifteen dollars (\$15.00) per hour shall be paid sixteen dollars (\$16.00) per hour starting on August 1, 2022.

Library Clerks first employed by the District prior to August 1, 2022 and who are compensated over sixteen (\$16.00) per hour will receive a salary increase of 5% for the 2022- 2023 school year, 5% for the 2023-2024 school year, 3.5% for the 2024-2025 school year. This salary increase does not apply to the uniform starting compensation rate.

Registered Nurse (Non-Certified-Health Assistants)

Registered Nurse (Non-Certified-Health Assistants) hired after August 1, 2022 will have a uniform starting compensation rate of thirty six dollars (\$36.00) per hour.

Section 3 Signing Bonus

During this Agreement, the Superintendent shall have the option of extending to certified employees proposed to be employed by the District for the first time, the sum of money of not more than one thousand dollars (\$1,000.00) per year, payable at the conclusion of each school year, not to exceed two such payments, all in addition to the amounts set forth on the salary schedule.

During this Agreement, the Superintendent shall also have the option of extending to high-demand teachers (as defined by the Superintendent) proposed to be employed by the District for the first time, the sum of money of not more than five thousand (\$5,000.00) with half of that sum payable upon hiring, and the remaining half payable upon the employee's completion of two full years of service with the district. High demand teachers may not also receive the \$1,000.00 per year bonus discussed in this section.

The purpose of the payments in this section shall be to enhance the employment of new teachers for whom salary schedule amounts are insufficient to attract new hires. The amounts offered, if any, shall not create a practice, policy or precedent, nor shall the award or failure to award be subject to the grievance procedures of this Agreement. Such additional amount shall never become part of the salary schedule.

Section 4

Extra-Curricular Activities Schedule, 2022-2025

District Administration will make every effort to equally distribute the positions within all categories of extracurricular activities.

All dues paying bargaining unit members can apply for athletic and non-athletic activities that pay a stipend. The stipend does not change, regardless of job category.

There is a limit of (3) three extra-curricular activities per person. In the event that the district administration does not have a member to fill a position, a member may have additional extra-curricular opportunities.

CATEGORY I: Academic Leadership

Athletic Director	\$3,000
SLT	\$1,800
DLT	\$500
Lead Nurse	\$1,000
PBIS Coaches	\$500
<i>(Maximum of 4 per building and up to 10 hours per member)</i>	
PBIS Committee Members	\$175
<i>(Up to 10 per building and up to 5 hours)</i>	
Advisor	\$150/ Advisee

CATEGORY II: Southwest Interscholastic Conference (SWIC) Activities

Girls Softball	\$1,700 per coach (2 coaches)
Boys Softball	\$1,700 per coach (2 coaches)
Cross Country	\$2,200 per coach (2 coaches*)
Girls Basketball – 8 th Grade	\$3,000 total stipend
Girls Basketball – 6 th /7 th Grade	\$3,000 total stipend
Boys Volleyball – 8 th Grade	\$3,000 total stipend
Boys Volleyball – 6 th /7 th Grade	\$3,000 total stipend
Girls Volleyball – 8 th Grade	\$4,200 total stipend
Girls Volleyball – 6 th /7 th Grade	\$4,200 total stipend
Boys Basketball – 8 th Grade	\$4,200 total stipend
Boys Basketball – 6 th /7 th Grade	\$4,200 total stipend
Girls Soccer	\$2,200 total stipend
Boys Soccer	\$2,200 total stipend
Track	\$2,200 per coach (2 coaches)
Declamation	\$1,750 total stipend
Mathletes	\$1,750 total stipend
Scorekeeping/Timing** 2 people per night	\$ 55 per person/per night

The above activities will be renegotiated if the activity is expanded or contracted because of conference rules.

* If the number of students participating in cross country is sufficiently large, as determined by the administrator and the athletic director, an additional stipend coach will be added for that school year.

**** Scorekeeping/Timing Assignment Procedures**

- (1) Prior to each athletic season, the Simmons Administration will send out an email informing all district staff about the scorekeeping/timing dates and times for the season.
- (2) All interested staff will respond via email no later than 3:00 on the day of the deadline. Handwritten requests will not be accepted.
- (3) The Simmons Administration will assign games to all staff as equitably as possible with the input of the Athletic Director.
- (4) If there are an uneven number of games or staff, the extra games will be offered to those interested in order of seniority (based on the official district seniority list).
- (5) Once all games are assigned, the Simmons Administration will distribute and post the scorekeeping/timing assignments.
- (6) If you are unable to fulfill your duty as a scorekeeping/timer, you are responsible for switching your day with someone or finding a replacement. All changes should be reported to the Athletic Director and Simmons administration.
- (7) A staff member on any type of leave of absence is not eligible to work scorekeeping/timing.
- (8) Any questions or concerns regarding these assignments are to be directed to the Simmons Administration or Simmons Union Building Representative.

CATEGORY III: Middle School Activities (Non-SWIC Activities)

Band Director (Up to 2 positions)	\$5,400 each
Drama (Two Productions)	\$3,000 per production
National Junior Society (NJHS)	\$2,700
Student Council	\$2,700
Chorus	\$1,600
Art Club	\$1,600
Science & Environmental Club	\$1,200
International Book Club	\$1,000
Technology Club	\$1,000
SADD (Students Against Destructive Decisions)	\$1,000

The middle school principal shall be entitled, upon consultation with the Union, to reallocate amounts or monies each year for middle school activities.

CATEGORY IV: Elementary School Activities

Each elementary school building will be allotted the following amounts for clubs/activities:

2022-2023	\$10,000 per elementary building
2023-2024	\$10,000 per elementary building
2024-2025	\$10,000 per elementary building

The number of clubs/activities and the amount of money per club/activity to be determined by the building's SLT, after reviewing completed District approved School/Club Proposal Forms. The club/activity sponsors will submit a timesheet for reimbursement.

CATEGORY V: District-Wide Elementary Student Activities

Art Club – in all 4 elementary buildings	\$1,600 total
Music Club – in all 4 elementary buildings	\$1,600 total

EXTRA DUTY

All certified staff who work the extra duties below will be paid at the rate of \$34.00 per hour for the term of this Agreement. "Dues paying" bargaining unit members shall be given preference over non-dues paying bargaining unit members.

If you are an employee who is paid an hourly rate and you are performing non-academic extra duties (i.e. detention, before/after school duty, etc.) you will be paid for those duties at your contractual hourly rate. If you are in a support staff role, but hold an Illinois Teaching License and are qualified and chosen to fulfill extra duties that are academic in nature (i.e. Academic Tutoring, Homebound Tutoring, etc.) you will be paid at the contractual hourly rate of \$34.00 per hour.

Extra duty categories will include, but are not limited to the following posted positions:

- Academic Tutoring
- Detention
- Homebound Instruction
- Internal Substitution
- Kindergarten/Pre-School Screening
- Supervision of before or after school activities (including, but not limited to before and after school duty, crowd supervision, after school dances, etc.) outside of the normal teaching day.

- Special Education Staffing/Consultations* (before or after the teaching day, or during lunch)
- Zero Hour

*The Board and the Union recognize that in order to serve special education students, receiving teachers for such students should have significant input for, and maximum consultation about students they are required to serve. Therefore, teachers who will be primarily responsible for the academic provision of regular classroom instruction and/or special education classroom instruction shall be requested to attend annual reviews, staffing and formulation of IEPs for such students. If the teacher is not yet determined, a representative of the students' grade level shall be requested instead.

When such annual reviews/consultations are conducted during the teaching day, teachers shall be released; when such annual reviews are before or after the teaching day or during lunch, teachers shall be paid the extra-duty hourly rate; when such annual reviews occur after the school term, the teacher shall be paid their last per diem hourly rate.

Except in cases of emergency, teachers shall attend. The special education department shall give as much notice as possible as to such annual review.

After all attempts have been made to secure a substitute teacher, it may be necessary to request teachers to substitute internally by giving up their planning period. Those teachers who request this additional duty shall be asked to fill the positions first. Thereafter, on a rotating basis, building administration may request other staff members to fill the position.

After all attempts have been made to secure a substitute teacher, it may be necessary to require teachers to assume the teaching responsibilities of another class. Those teachers who request this additional duty shall be asked to fill the positions first. Thereafter, on a rotating basis, other staff members may be requested to fill the position. Any teacher assuming this responsibility shall be paid at the internal substitute rate.

For art, music, and gym classes, (including special education students when accompanied by an assistant) and for all other academic classes (excluding special education students when accompanied by an assistant or teacher), additional hourly rates shall be paid if such classes have the number of students as presented below:

- \$10.00 per hour for 35-45 students (in attendance), per teacher
- \$20.00 per hour for 46-55 students (in attendance), per teacher
- \$30.00 per hour for 56-65 students (in attendance), per teacher
- \$40.00 per hour for 66-75 students (in attendance), per teacher
- \$50.00 per hour for over 75 students (in attendance), per teacher

Lunch Hour Supervision

Teachers and Support Staff who work lunch duty will be paid \$34/hr. for the time worked. In the event that an insufficient number of staff volunteer to work lunch duty, then full-time staff who have an opening in their schedule may be assigned lunch duty without additional compensation.

Mileage Allowance

Employees who are required by the administration to use their personal vehicles in the course of their employment in authorized service to the school district shall be reimbursed at the maximum allowable rate calculated annually by the Internal Revenue Service for business use.

Summer School

Teachers will be paid at the rate of \$34.00 per hour to teach summer school. Teachers working as instructional assistants during summer school will be paid at the rate of \$18.00 per hour for the term of the Agreement for such work. Teachers working as substitutes for instructional assistants during summer school will be paid at the rate of \$18.00 per hour for the term of the Agreement for such work. Instructional assistants who work summer school will be paid their school term hourly rate.

Curriculum Studies

Teachers that work on curriculum studies will be paid at the rate of \$34.00 per hour for the term of the Agreement for such work.

Section 5 Frequency of Pay

All staff shall have the option of being paid in 22 or 26 equal payments, every other Friday. Employees may not change this selection during the school year.

Employees that want a separate check for extra duties may receive two payments per year. Requests must be received by the Business Office no later than the cut-off date for the first check in December for the first separate check and no later than the cut-off date for the first check in June for the second separate check. Payments will be made on or before the final payroll before Winter Break and Summer Break.

The staff shall have the option of selecting direct deposit at the bank of their choice.

Section 6 Insurance (Teachers, Support Staff, and Custodians)

The Board shall contribute for health insurance benefits (defined as the monthly premium costs for PPO single, PPO Employee Plus Spouse, PPO Employee Plus Kids and No Spouse PPO family, HMO single, or HMO family coverage under the District's health care plan) for full-time teachers, support staff, and custodians who are eligible for and elect health insurance coverage. The plan shall have a \$200 deductible for single insurance and a \$400 deductible for family, employee plus spouse, or employee plus kids and no spouse insurance. Prescription drug co-pays shall be as follows: \$10 for generic drugs, \$30 for brand name drugs where there is no generic equivalent, and \$50 for brand name drugs where there is a generic equivalent.

For each year under the Agreement, the Board and employee shall share on a 50/50 basis any increase in yearly premium rates provided by the carrier, if any, with the employee's increase in premium contributions not to exceed the following amounts per year:

PPO Single Coverage	\$350
PPO Employee Plus Spouse	\$600
PPO Employee Plus Kids and No Spouse	\$600
PPO Family Coverage	\$750
HMO Single Coverage	\$225
HMO Family Coverage	\$450

In the event that yearly premium rates for any of the coverage options above increase by more than 10% over the previous year, then the Benefits Committee shall commit to one or more plan design changes sufficient to limit the increase in yearly premium rates to no more than 10% over the previous year. Such plan design changes may include, but are not limited to: deductibles, coinsurance, out-of-pocket limits, out-of-network costs, emergency room co-pays, prescription drug co-pays, and office visit co-pays.

Starting with the 2013-2014 school year, Insurance coverage for employees that have been released or have been subject to a reduction in force will end on June 30 of each year. In the event that premiums are paid for July and August, the premiums will be refunded.

New teachers, support staff and custodians hired after 7/1/12 shall only be eligible for HMO coverage or PPO coverage with a Board payment not to exceed the board payment amount for HMO coverage. After completing four years of service, teachers, support staff and custodians will be eligible for PPO insurance.

For purposes of compliance with state or federal law or to avoid the statutory threshold of the tax on high cost coverage (the “Cadillac Plan Excise Tax”) under Section 4980I of the Internal Revenue Code, the parties agree as follows:

If the District determines: (1) that on April 1, 2019 (and on each April 1 thereafter) that the total dollar amount of health coverage costs meets or exceeds 90% of the statutory thresholds set forth under Internal Revenue Code section 4980I (the “Cadillac Plan Excise Tax” thresholds), or (2) that changes (including but not limited to changes to the Patient Protection and Affordable Care Act (“ACA”) or the enactment or issuance of future legislation or guidance impacting the District’s health coverage or health coverage options available to the District) are enacted into law or made applicable through regulations or through binding sub-regulatory guidance, and such changes impact the District’s existing health coverage or any health coverage options that might be available to the District, then the District may reopen the Agreement’s health insurance provisions and the parties shall meet to re-negotiate the terms (including but not limited to changes in co-pays, deductibles and co-insurance) of the District’s health coverage options in order to bring those options into compliance, to revise or add options in accordance with the new or revised legislation or guidance, or to reduce the total dollar cost to fall below the applicable statutory thresholds as set forth under Section 4980I of the Internal Revenue Code. If the parties reach impasse on these issues, then the District may unilaterally implement its final offer. Notwithstanding anything to the contrary herein, if certain provisions of the health plan are no longer required by the ACA or the Internal Revenue Code, the District reserves the unilateral right to return the health plan to its pre-ACA status or other terms that meet the minimum requirements of the ACA or the Internal Revenue Code.

Section 7 Life Insurance and AD&D Insurance (Teachers)

The Board shall furnish at no cost to the teacher a \$20,000 term life insurance and a \$20,000 accidental death and dismemberment insurance policy.

Section 8 Life Insurance (Support Staff and Custodians)

The Board will provide each of the bargaining unit members with a \$20,000 group life insurance policy for which the Board will pay the premium cost.

Section 9 Benefits Committee

- (A) A Benefits Committee shall be instituted, the membership of which shall be the Superintendent and his/her designee, five teachers and one Support Staff member designated by the Union Executive Board. The Committee shall meet and decide prior to June 1st of each school year how the incremental amounts of insurance contributions as defined above will be apportioned between bargaining unit members electing benefits, as to which portion of premiums will be paid by the individual bargaining unit member, and which portion of premiums will be paid by the Board.
- (B) The Committee shall also act in an advisory capacity to the Board and the Union, for purposes of recommending any changes in benefits, insuring companies, selecting HMO companies and the

like. However, any foregoing changes, prior to being effective, must be approved, in writing, by the Union and the Board.

- (C) The failure of any current bargaining unit member to elect Benefits during the thirty (30) days prior to the effective yearly insurance renewal date, shall entitle such bargaining unit member to no benefits until an alternative election for the following year. However, in the event of an emergency a bargaining unit member may apply for coverage or change in coverage during the school year and the Committee shall act on such application. In no event shall the Board be required to spend any additional amounts for such emergency situation.
- (D) The Union and its affiliates, on behalf of itself and its members agree to indemnify, protect and defend the Board, its members, agents, employees, successors and assigns, from any and all demands, suits, and causes of action instituted against the parties or any of them, as a result of any act or omission other than the faithful and perfect implementation of this provision.

Section 10 Salary Reduction (Teachers, Support Staff, and Custodians)

In compliance with Section 125 of the Internal Revenue Code of 1986, the Board will take such action as is necessary to allow for the payment of contributions toward health and dental insurance to be made by salary reductions so that those contributions may be exempt from federal income tax so long as it is permitted by applicable law. The Board shall pay the administrative cost and expenses for maintaining the plan. The Board shall also offer a Flexible Spending Account plan to teachers, support staff, and custodians and shall permit teachers, support staff, and custodians to make annual contribution elections to this plan.

Section 11 (Teachers)

Credit shall be granted on this salary schedule for the equivalent of .75 FTE or 135 school days on the payroll in a single school year. For 135 school days or more on the payroll in a single school year, credit will be granted for one year of experience. Part-time employees that work during summer school may count those days toward credit on the salary schedule.

Section 12 (Teachers)

Full credit may be granted on this salary schedule for a maximum of seven (7) years of successful teaching experience earned while fully certified and regularly assigned in a recognized public and/or private school. Certified school nurses may be granted a maximum of seven years (7) on the salary schedule for private sector experience.

Section 13 Lane Advancement (Teachers)

- (A) All graduate credit from an accredited university that has received prior approval from the Community and Human Relations Director or designee shall apply towards horizontal advancement on the salary schedule. Lane placement shall be based on total hours completed past a degree. Graduate work taken at a university not on a semester basis will be translated to equivalent semester hours according to the formula used by the university.
- (B) Teachers shall move horizontally on the salary schedule after successful completion of such approved coursework two times per year. Transcripts received by October 1st and March 1st of each year will be credited within thirty (30) calendar days after forwarding a written application and official transcripts to the Community and Human Relations Director. The new salary will be calculated pro rata from either October 1st or March 1st.

Section 14 60 Hour Master's Degree

All classes of employees requiring a 60 Hour Master's Degree will be placed on the MA+30 Lane.

Section 15 Annuities

- (A) Annuity deductions and/or annuity companies may be changed quarterly or upon a showing of compelling and heavy family need as defined in the Treasury Regulations.
- (B) There will be a maximum of five (5) annuity companies for employee deductions. That number will be achieved through attrition as current employees discontinue deductions and as current employees resign or retire.
- (C) In the event that the law or regulations or a written plan document requires that less annuity companies be available, the Board shall be permitted to decrease the number of annuity companies immediately to meet the requirements of the law, regulations or written plan document. The number of annuity companies will be decreased based on lowest enrollment and subsequently by date of inception (date of contract with the District). Any employee affected by such action may participate in one of the remaining annuity companies. New participants must elect among one of the five (5) annuity companies with the highest enrollment.

Section 16 Longevity

Once a teacher qualifies for longevity, he/she shall not lose it because of a lane or increment change.

ARTICLE XIX

RETIREMENT (TEACHERS & SUPPORT STAFF)

Section 1 Retirement Benefit (Certified Staff)

A voluntary retirement program will be available to teachers who qualify for retirement benefits under the Illinois Teachers' Retirement System and who accumulate at least fifteen (15) years of School District 122 teaching experience as of the date of retirement.

Regular Retirement (Up to Four Year Plan with Salary Increases)

Eligibility: The retirement benefit will be offered during all school years of this contract.

Teachers requesting regular retirement must notify the superintendent in writing by February 1st each year of this Agreement. The Teacher's notice may be provided up to four years prior to retirement, including the year that notice is given. The Board then agrees as follows:

- (A) The Board will pay the teacher his/her salary, defined as total TRS creditable compensation the employee receives from the District, increased by 5% in each of the last years prior to retirement up to four years prior to retirement, based on the year the notice is given. Said increases shall be inclusive of any planned raise due the teacher under salary schedules for each such year, and no additional stipends, salary increases, or other benefits shall increase the teacher's TRS creditable compensation in excess of 6%. If a teacher applies for the benefit in this section, the teacher shall continue to perform the same stipend and other extra pay duties that were part of the teacher's base year TRS creditable earnings. In the event the teacher is removed from a stipend or extra pay duty for cause or voluntarily drops a stipend or extra pay duty that formed the teacher's base year

TRS creditable earnings, the total salary in such year will be reduced pro rata.

- (B) The Board shall report to TRS the teacher's accumulated and unused sick leave.
- (C) Irrevocability: A teacher may petition the Board to rescind teacher's notification of intent to retire for one of the following reasons:
 - (1) death in the retiree's immediate family;
 - (2) other reasons of compelling emergency as determined solely by the Board, and not reviewable, said reason to be non-precedential with respect to granting or denying requested changes in retirement election; or
 - (3) in the event that a teacher's notification of intent to retire is rescinded, then the teacher shall be permitted to work a maximum of one additional year beyond the original retirement date, and will be placed on the salary schedule for such year without any lane increase beyond the lane that applied prior to the teacher's participation in the plan.

The following provisions shall apply:

Teachers must provide their most recent copy of their TRS Service Credit Statement with their request to retire. Teachers must bring proof of other pension credit such as IMRF or SURS that will be used for the purpose of fulfilling service credit requirements to retire.

A severance payment of \$45.00 for each unused sick leave day earned in School District 122 and not reported for TRS credit will be paid to the retiring teacher as a lump sum retirement incentive after the teacher's final paycheck for regular earnings and the teacher's last day of employment, to be paid by October 31 of the year of retirement.

All retirements shall be effective at the conclusion of the school year.

The Board of Education agrees to:

- (A) For each such year, pursuant to the provisions of law, the Board shall deduct from and shall remit for each teacher a sum equal to the amount required by law of the amount due such teacher as expressed herein and shall apply said deduction to the teacher's required contribution to the Illinois Teachers' Retirement System.
- (B) The amount of gross compensation due each teacher shall be the sum specified in this Agreement less the amount required by law for payment by the Board, paid in installments as otherwise provided herein, provided the Board shall deduct therefrom all other sums as required by law or as authorized by the teacher pursuant to this Agreement.
- (C) The Board does not warrant that deductions made in the amounts specified herein by the board for the teachers are excludable from the teachers' gross compensation for federal and state income tax purposes and as such, each individual teacher shall and does hereby indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments, and deficiencies or other liability by reason of the payments of contributions to the Teachers' Retirement System pursuant to the provisions of this Section for purposes of determining the teacher's taxable compensation for federal and state income tax purposes.

Section 2 Retirement Benefit (Support Staff and Custodians)

Upon meeting the IMRF requirements for retirement, the support staff member or custodian shall receive a sum equivalent to forty-five dollars (\$45.00) per day of sick leave not turned into IMRF or used. To qualify for this payment, the employee must have at least ten (10) years of service to District 122. Payment for unused sick days will occur on the first payroll 60 days after the support staff member or custodian retires.

Upon meeting the IMRF requirements for retirement, the support staff member or custodian that provides a fifteen-month notice shall receive a 6% increase over their previous hourly rate. To qualify for this hourly rate increase, the employee must have at least fifteen (15) years of service to District 122.

To qualify for the Retirement Benefits in this Section, the support staff member or custodian must notify the Superintendent of their intent to retire in writing fifteen months prior to retirement.

Section 3 Retirement Health Insurance 403(b) Contribution

Teachers and Support Staff and Custodians, who accumulate at least fifteen (15) years of service to District 122 as of the date of retirement, and who do not retire under the TRS early retirement option, will be entitled to a lump-sum retirement incentive payable as a 403(b) contribution made by the District. For teachers, the 403(b) contribution will equal 300% of the THIS single coverage premium rate in effect on the date of retirement. For Support Staff and Custodians, the 403(b) contribution will equal 300% of the HMO single coverage premium rate in effect on the date of retirement under the District's Health Insurance Plan. The lump-sum retirement incentive 403(b) contribution will be made by October 31, after the individual's retirement with the District, and after the individual's final pay check for regular earnings.

Section 4 6% Cap Imposed by the Teachers' Retirement System

The District shall provide notice to teachers who receive in excess of a 6% aggregate annual increase in TRS creditable earnings received by the District. Once this notice is received by the teacher, the teacher will be on notice that his or her retirement within four years of such increase would subject the District to a penalty imposed by TRS.

In the event that such teacher decides to retire within four years of receiving such increase, he or she would be ineligible for an amount of the retirement health insurance 403(b) contribution not to exceed the amount of the penalty imposed by TRS. The teacher would still be eligible for the remainder of any retirement health insurance 403(b) contribution, if any. The teacher will remain eligible for the entire retirement health insurance 403(b) contribution if he or she did not receive notice from the District of the salary increase exceeding 6% that caused the TRS penalty.

In the event that death or serious illness of the teacher causes the teacher to retire, the Board can be petitioned to allow the teacher to remain eligible for the entire retirement health insurance 403(b) contribution.

ARTICLE XX

STAFF DEVELOPMENT (TEACHERS ONLY)

Section 1

Staff development is an approved experience planned and conducted by the school district for the purpose of strengthening the teacher and/or district in curriculum, instruction, personnel, support services, recertification or other areas.

Section 2

On advance approval of the Superintendent, or designee, teachers successfully completing District staff development experience shall be paid at the rate of \$ 34.00 per hour for attendance when attendance occurs outside the normal school day.

Section 3

The instructors for staff development courses will be paid at the rate of \$50.00 per hour for staff development experiences taught outside the normal workday. Instructors may request additional reimbursement for planning.

Section 4

Instructor(s) paid for services rendered in staff development experience may not receive CEU hours and be paid as participants in said experience.

Section 5 Guidelines

Class participants will be held to a minimum of 10 and a maximum of 20, however, the Director of Teaching and Learning upon consultation with the proposed instructor(s) may waive either minimum or maximum.

Up to ten (10) staff development experiences may be offered per year (September 1st - August 31st).

The initial proposal(s) will be submitted to the Director of Teaching and Learning.

Within 30 days, the Director of Teaching and Learning will respond to the proposal(s).

National Board Certification

Certified bargaining unit members who elect to pursue National Board Certification from the National Board for Professional Teaching Standards shall receive the following:

- (1) As a member of the NBC (National Board Cohort), the Board shall pay the District required portion of 10% of the District Instructional per Student Spending for each teacher to participate in the cohort. Should the teacher withdraw from the program, the teacher will reimburse the district for half of the district contribution.
- (2) Upon completion of National Board Certification, the certified bargaining unit member will receive a "one time" monetary award at the beginning of the next school year in the amount of \$2,500 with the agreement that the teacher will remain in the district for 3 years after acquiring National Board Certification. Should the teacher voluntarily resign within 3 years of completion of the certification, the teacher will repay the district the \$2,500 monetary award.

ARTICLE XXI

GENERAL PROVISIONS

(A) All Bargaining Unit Members

Section 1

Any previously adopted policy, rule or regulation of the Board of Education which is in conflict with this Agreement shall be superseded and replaced by this Agreement.

Section 2

The Board shall notify and negotiate with the Union prior to making any changes in salaries, hours or working conditions which are not covered by this Agreement.

Section 3

The parties agree that they shall not discriminate against any member of the bargaining unit because of race, religion, ancestry, national origin, sex, marital status, age, political, social, or economic affiliations, sexual orientation, sexual identity, or disability.

Section 4 Job Descriptions

Each employee covered by this agreement shall be provided with a job description for his/her position which summarizes the essential functions of the job and identifies his/her immediate supervisor by job title. Job descriptions for each bargaining unit position will be updated to comply with The Americans with Disabilities Act. Job descriptions will be available on the human resources site. As job descriptions are updated, staff will receive notification.

Section 5 Discipline Procedures

No employee shall be suspended without pay or discharged without a written notice of the reasons for such action, and the right to Union representation at the employee disciplinary conference or Board meeting which implements such action.

(B) Support Staff and Custodians

Section 1 Performance Review

All new bargaining unit members shall have a one hundred twenty (120) working day performance review to evaluate the quality of their performance on the job. This shall be the probationary period of the employee, during such time the employee may be disciplined or discharged without recourse.

Section 2 Holidays

The following days shall be paid holidays for custodians. Whenever any custodian is directed to work on a scheduled holiday that is not a student attendance day, he/she shall receive the holiday pay in addition to straight time.

New Year's Day	Martin Luther King Jr.'s Birthday	Juneteenth
Columbus Day	Lincoln's Birthday/President's Day*	July 4th
Veterans Day	Casimir Pulaski Day	Labor Day
Thanksgiving Day	Spring Holiday	
Christmas Day	Memorial Day	

*Please refer to the school calendar to determine which day is being observed as the holiday.

In addition to the Holidays listed above, the custodians will receive a floating holiday to be used on the

Friday after Thanksgiving.

Custodians required to work a holiday that falls on a student attendance day will receive the following: the first holiday will be taken on the day after Christmas, and the second holiday will be taken on Christmas Eve. In addition, Custodians will receive early release on the Wednesday before Thanksgiving and Christmas Eve; if it is not given as a full holiday. In the event any additional holidays fall on a student attendance day, twelve month employees will receive a floating holiday on a date mutually agreed upon by the Union and the CSBO. If a holiday occurs on a weekend, it will be observed on Monday provided that Monday is not a student attendance day.

Ten (10) Month Secretaries and Instructional Assistants employed as of June 30, 2012 will be paid for ten holidays in addition to their work year. In lieu of paid holidays for part-time secretaries and instructional assistants employed as of June 30, 2012, each shall receive pay for two (2) regularly worked days in a separate check prior to winter recess.

Section 3 Vacation

Custodians

(A) ALLOTMENT: Paid vacations for full-time custodians shall be as follows:

<u>Paid Days</u>	<u>After Completing</u>
5 days	1 through 4 years of service
10 days	5 through 9 years of service
15 days	10 through 24 years of service
20 days	25 or more years of service

Regularly employed, Board approved, part-time Custodians, who work a 12-month year, shall receive vacation days pro rata.

(B) REGULATIONS: The following regulations apply to all custodians taking vacations:

- (1) A vacation request form is to be prepared by all persons eligible for vacations. All vacation requests are to be approved by the CSBO or his Designee and the bargaining unit member's supervisor at least three (3) weeks prior to taking the vacation.
- (2) All vacation time which has been earned by an employee shall be determined as of the last day of June each year. The amount of vacation time so determined shall be taken during the next fiscal year or it shall be lost, unless extended by mutual agreement between the employer and employee up to a maximum of one additional fiscal year. Up to five (5) vacation days can be extended into the next fiscal year beginning July 1. All other unused vacation days will be lost. Employees then begin earning new vacation time upon the start of the fiscal year which, in turn, shall be determined at the end of that fiscal year and taken in the following fiscal year.
- (3) An advance pick of vacations shall be conducted during the month of January of each calendar year. Employees may schedule, in advance, any or all of the vacation days which they will be entitled to take after the start of the next fiscal year. The administration may designate dates or periods which may not be scheduled for vacation by any or all employees and may limit the number of employees who may schedule vacation on the same dates or periods. Such blocked-out dates shall be identified prior to the January employee vacation picks. In no event will vacations be permitted such that personnel

would be reduced below a minimum of one custodial employee on duty at each building at all times. In the event more than the allowed number of employees request vacation on a permissible date or period, the request of the most senior employee shall be honored. For purposes of this section, seniority shall be defined as the length of continuous service to the District.

- (4) If an employee does not advance schedule vacation in January as provided above, vacation time shall only be taken with the prior approval of the administration. Except in emergency situations, employees must request such approval at least forty-eight (48) hours in advance.
- (5) No vacation may be used on student attendance days.
- (6) No more than one custodian at each building may be on vacation at the same time. Vacation time will be granted by seniority if more than one custodian from the same building requests vacation during the same time period. During Summer Team Cleaning, Winter Break, and Spring Break this clause does not apply.
- (7) Custodians will be permitted to use a maximum of 10 days of vacation during the summer break. Custodians with more than 10 days will be required to use the remaining days during winter or Spring Break.

Section 4 Parent Conferences

All Support Staff members will report for work on a parent conference day.

Section 5 Institutes and In-services

On Institute and In-service days, Support Staff members will attend the in-service meeting unless directed otherwise by the Principal or other administrator.

Section 6 Substitutes

A teacher-certified Instructional Assistant who substitutes for an absent teacher will receive the greater of the current per diem rate for a substitute teacher or his/her regular rate of pay.

Section 7 Overtime

- (A) Overtime shall be paid at the rate of one and one-half (1½) times the hourly rate for all supervisor-approved overtime worked in excess of forty (40) work hours per week. For purposes of determining payment for overtime, the work week shall be defined as 12:00 a.m. Monday through 11:59 p.m. Sunday. Anyone who is requested to work on Sundays or Holidays will receive double their hourly rate.
- (B) Custodians interested in working overtime shall submit their names to the custodian substitute coordinator. The custodian substitute coordinator shall have the authority to assign overtime to the next custodian on this list, and the custodian must accept the overtime assignment unless:
 - (1) the custodian has already worked over 12 hours during the day or the overtime assignment will make him exceed 12 hours of work during the day;
 - (2) the custodian contacts another custodian in the District to volunteer for this overtime assignment; or
 - (3) the custodian is able to provide a doctor's note to the CSBO or his designee showing that he is unable to work that day due to illness or injury.

- (C) If a custodian is absent from work in excess of one week, then the District may assign a temporary employee to perform the absent custodian's work until he returns from his absence.
- (D) Snow removal shall be a condition of employment for the Head Custodian. Therefore, if requested by the District, each Head Custodian must arrive at work two hours prior to his regular work shift to complete any necessary snow removal.

Section 8 Custodial Uniform Policy

The District shall provide five (5) sets of uniforms each year, except that one (1) new winter jacket will be provided by the District after three school years of use, or earlier if the winter jacket is significantly damaged during the custodian's performance of duties. The uniform shall consist of shirts, slacks, shorts (if requested), tee shirts and one (1) winter jacket. Shirts shall be turned in to the District upon termination of employment and upon issuance of new uniforms each year. Jackets shall be turned in to the District upon termination of employment and upon issuance of new jackets every three (3) years. The District shall also provide two seventy-five dollars (\$75.00) allowances for steel-toed shoes per year. Employees shall be required to wear uniforms supplied by the District and steel-toed shoes.

Section 9 Custodial Ordering

Custodians shall not be required to place orders for uniforms, supplies, or equipment.

ARTICLE XXII

SAVINGS CLAUSE

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction or the legislature, said article, section or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violates the law. If in the opinion of the Board's and Union's attorneys should any present or future appellate court decision or state statute conflict with any of the provisions of this agreement, such provisions shall be held for naught insofar as they conflict with those court decisions or statutes. However, in either instance, all remaining provisions shall remain in full force and effect for the duration of the agreement.

ARTICLE XXIII

DURATION OF THE AGREEMENT

This Agreement shall be effective on the July 1, 2022 and, shall continue in full force and effect until June 30, 2025.

NEGOTIATORS

Board of Education	Ridgeland Council of
Joseph Matisse	Southwest Suburban Teachers Union
Douglas Ogarek	Local 943, AFL-CIO
Nancy Havlin	
Lorenzo Nevarez	Jeannie Perry
Sheri Maher	Alison Gunner

BOARD

UNION

Signed:_____

Signed:_____

Date:_____

Date:_____

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