



COLLECTIVE BARGAINING AGREEMENT

Community Consolidated Schools
Board of Education
District 168

AND

Sauk Village Education Association, IEA-NEA

2021-2024

TABLE OF CONTENTS

| | <u>PAGE</u> |
|----------------------------------------------------------------------------------------------------------|--------------------|
| ARTICLE I Recognition | 1 |
| ARTICLE II Professional Qualifications and Assignments | 1 |
| A. Terms | 1 |
| B. Postings | 2 |
| C. Transfers | 2 |
| D. Assignments | 3 |
| E. Summer School | 4 |
| ARTICLE III Teacher Evaluation/Remediation Procedures | 4 |
| ARTICLE IV Curriculum and Instruction | 10 |
| A. Curriculum and Instruction | 10 |
| B. Selection and Adoption of Curriculum and Instructional Materials | 10 |
| C. In-Service Training Days | 11 |
| D. Professional Staff Meetings | 11 |
| ARTICLE V Selection and Adoption of Textbooks, Library Books, and Other Instructional Materials | 12 |
| ARTICLE VI Committees | 12 |
| A. TAB Committee | 12 |
| B. Curriculum Instruction/In-Service Committee | 13 |
| C. Standing Advisory Discipline Committee | 13 |
| D. Insurance Committee | 14 |
| E. Calendar Committee | 14 |
| F. Extra-Curricular Committee | 14 |
| ARTICLE VII Student Teaching Program Assistance | 14 |
| ARTICLE VIII Association, Teacher, and Board Rights and Responsibilities | 14 |
| A. Teacher Rights | 15 |
| B. Association Rights | 15 |
| C. Use of Facilities | 16 |
| D. Views | 17 |
| E. Newly-Employed Teacher Information | 17 |
| F. Association Leave | 17 |
| G. Personnel File | 17 |
| H. Hearing Representation | 18 |
| I. Board of Education Rights | 18 |
| ARTICLE IX Employee Discipline | 19 |

| <u>Table of Contents (cont'd)</u> | PAGE |
|--------------------------------------------------------|-------------|
| ARTICLE X Teacher Protection | 20 |
| ARTICLE XI Citizenship | 21 |
| ARTICLE XII Teaching Hours and Assignments | 22 |
| ARTICLE XIII Grievance Procedure | 23 |
| A. Definitions | 24 |
| B. Procedure | 24 |
| Informal Conference | 24 |
| Formal Procedure | 24 |
| 1. Supervisor Level | 24 |
| 2. Superintendent Level | 25 |
| 3. Board Level | 25 |
| 4. Arbitration | 25 |
| C. General Provisions | 26 |
| ARTICLE XIV Professional Dues Deduction | 26 |
| ARTICLE XV Fitness for Duty | 27 |
| A. Physical Fitness | 27 |
| B. Mental Fitness | 28 |
| ARTICLE XVI Emergency School Closing | 28 |
| ARTICLE XVII Leaves | 29 |
| A. Sick Leave | 29 |
| B. Bereavement Leave | 29 |
| C. Personal Leave | 29 |
| D. Parental Leave | 30 |
| E. Jury Duty | 31 |
| F. Sabbatical Leave | 31 |
| G. Military Service | 31 |
| H. Advanced Study | 31 |
| I. Witness Duty | 31 |
| J. Sick Leave Donation Bank | 32 |
| K. Family Medical Leave Act | 32 |
| 1. Definitions | 32 |
| a. "Eligible Teacher" | 32 |
| b. "Academic Term" | 32 |
| c. "Equivalent Position" | 32 |
| d. "Other Terms" | 32 |
| 2. Family Medical Leave Act—Military FMLA | 33 |
| a. Service-Member Family Leave | 33 |
| b. Covered Service-Member | 33 |
| c. Qualifying Exigency of Military Family Member | 33 |
| d. Service-Member Family Leave | 33 |
| 3. Purposes | 33 |

| <u>Table of Contents (cont'd)</u> | PAGE |
|----------------------------------------------------|-------------|
| 4. Duration | 34 |
| 5. Notification | 34 |
| 6. Continuation of Health Insurance | 34 |
| 7. End of Academic Term | 35 |
| 8. Return | 35 |
| 9. Repealer | 35 |
| ARTICLE XVIII Staff Facilities and Equipment | 35 |
| ARTICLE XIX Effect of Agreement | 36 |
| ARTICLE XX Negotiations Procedures | 37 |
| ARTICLE XXI Compensation Package | 38 |
| A. Salaries | 38 |
| B. Retirement Program | 38 |
| 1. Retirement Benefit Plan | 38 |
| 2. Eligibility and Notice | 38 |
| 3. Retirement Benefit | 39 |
| 4. Retiree Insurance | 40 |
| 5. Limitations on Participation | 40 |
| C. Extra-Curricular Schedule | 40 |
| D. Insurance | 43 |
| 1. Health | 43 |
| 2. Life Insurance | 43 |
| E. Advanced Education | 44 |
| F. Other | 45 |
| ARTICLE XXII Duration | 46 |
| APPENDIX A 2021-2022 Salary Schedule | 47 |
| 2022-2023 Salary Schedule | 48 |
| 2023-2024 Salary Schedule | 49 |

ARTICLE I

RECOGNITION

- A.) The Board of Education, hereinafter referred to as the "Board", recognizes the Sauk Village Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all regularly-employed certified teachers employed on a permanent and continuous basis in a position for which services are expected to be rendered for a full and complete school term including part-time teachers, all of whom are hereinafter referred to as "teacher" or "teachers", including Social Workers and Psychologists, in District 168 except the Superintendent, Assistant Superintendents, Principals, and Assistant Principals, Directors and Assistant Directors of State and Federal programs, Business Managers, Nurses, Substitute Teachers, Employees of Special Education Cooperatives assigned to this District, certified personnel who may be employed as Aides, Curriculum Coordinators, and other Administrative or supervisory personnel having the authority to hire, discharge or discipline other employees, or having the responsibility to make recommendations thereon.
- B.) The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to negotiation.

ARTICLE II

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A.) For the purposes of this Article only, the following terms shall have the following meanings:

Vacancy—a new or unfilled bargaining unit position which cannot be filled by an honorably-dismissed teacher who has recall rights.

Assignment—the building and grade level or departmental placement of a teacher.

Transfer— (voluntary or involuntary) change in assignment.

Split Assignment—an assignment that involved more than one (1) grade level at the elementary level or more than one (1) department at the junior high school level.

Traveling Position—one that requires a teacher to perform duties in more than one (1) building.

Release time is defined for this article as time to be used to physically relocate (must report to work).

B.) Postings

Bargaining unit members shall be notified via District email of all certified vacancies which cannot be filled by honorably-dismissed teachers having recall rights, as they occur or as they are anticipated. Said notice shall be given at least 48 hours prior to public notification. Any teacher desiring notification by personal e-mail of a vacancy in a specific teaching position or building assignment during the summer must submit to the Human Resources Coordinator a personal email to receive notice of vacancies. Except in the case of an emergency no such vacancy shall be filled before having been posted for at least five (5) teacher workdays. The 48-hour notice period shall be included within the five (5) teacher workday posting period. Temporary appointments shall not extend beyond the school year in which they are made.

The Association President or their designee shall be regularly furnished the updated listing of all vacancies within the bargaining unit prepared by the Human Resources Coordinator.

C.) Transfers

- 1.) Any teacher applying for a transfer who is not selected to fill the requested position may request, and upon such request shall be granted an appointment with the Superintendent with his or her designee to discuss the reasons for the denial.
- 2.) Any teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer where a vacancy exists. Such application shall be made through the appropriate process to the Human Resource Department.
- 3.) In the event that it becomes necessary for a change in assignment, relocation, voluntary or involuntary transfer to be made during the school year, the teacher affected shall be given two days' release time.
- 4.) Reasonable effort shall be undertaken to avoid involuntary transfers except where the same are required for the effective operation of the schools. Involuntary transfers shall be made known to teachers in the same manner that assignments are made known, by August 1.

When potential transfers are considered by the Administration, such change shall be informally discussed with the teacher without prejudice.

- 5.) All requests for transfer will be considered prior to any involuntary transfers.
- 6.) Any teacher involuntarily transferred shall be granted an appointment with the Superintendent or designee and a union representative to discuss reasons for the transfer if the teacher so requests.
- 7.) Upon the occurrence of a transfer to a new building, an exit conference with the current building principal will be scheduled before the end of the school year; if possible, and an intake conference will be scheduled with the new building principal before the start of the following school year.
- 8.) Any tenured teacher transferred shall receive priority consideration in any requested transfer for future vacancies. This priority consideration includes the right to the interview process for any position that the teacher is qualified to fill.
- 9.) If an involuntary transfer occurs prior to the start of school, the teacher may resign without penalty by submitting his/her resignation in writing to the Superintendent or his/her designee within five (5) workdays of his/her receipt of the notice of transfer. Notice will be mailed, by regular U.S. and certified mail, to the last known address on record with the District of the teacher. Notice will be assumed to have been received by the teacher three (3) days after mailing, unless the teacher can show proof that actual receipt was on a later date.
- 10.) If an involuntary transfer is made within ten (10) school days of the opening of school, the teacher shall receive up to two (2) additional days release time at the request of the teacher.
- 11.) Teachers who are transferred or relocated shall be provided assistance by the maintenance staff to move materials, supplies, and/or furniture as part of such move. The District shall not be held responsible for any lost or damaged personal property.
- 12.) When a change in assignment within the same building occurs, a meeting will be scheduled between the teacher and the building principal as close to the opening of the school (or as close to the notice of the change of assignment) as possible.

D.) **Assignments**

- 1.) In making assignments in addition to the normal teaching schedule during the regular school term, the Board shall give consideration to the length of service in the District, past performance with extra assignments, specialized training, and education in the particular duty when making assignments, but the Board's decision as to assignments and qualifications therefore is final.

- 2.) Teacher assignments will be subject to the following: A teacher shall be given tentative written formal notice of their anticipated building (grade level) or departmental assignment for the forthcoming year prior to the end of the preceding school year. Every effort shall be made to maximize amounts of notice to teachers who are transferred.
- 3.) The Board's decision as to assignments, transfers, and promotions shall be final.

E.) **Summer School**

- 1.) All academic positions in the summer school program shall be filled first by regularly appointed teachers in the School District. In filling such positions, consideration will be given, among other factors, to length of service in the District, specialized training, education and experience. Positions for summer school will be posted in all buildings for not less than ten (10) working days.
- 2.) In the event the District offers non-academic courses during summer school the above-mentioned factors shall be considered by the Board. In the event that there are no District personnel available for these positions the Board may use out-of-District persons.
- 3.) In filling summer school positions, qualifications shall take precedence, and the Board's decision as to qualifications and appointments shall be final.
- 4.) Summer school salary shall be thirty-seven dollars (\$37.00) per hour for the length of this contract.
- 5.) Summer school salary shall be paid on the regular pay schedule. Summer school salary shall be issued on separate checks from salary.

ARTICLE III

Teacher Evaluation/Remediation Procedures

- A.) Philosophy - Teacher evaluation is a continual process made on the basis of classroom visitation and observation of job assignments. Evaluation is a cooperative process where the teacher and evaluator share a joint responsibility and work together to recognize exemplary performance and areas needing improvement.

Evaluation is a means to motivate both self-improvement and help from evaluators so that performance effectiveness may occur.

We believe there should be specific guidelines for duties and responsibilities which evaluators may employ as they counsel and assist the teachers.

- B.) By October 1 of each school year, any and all teachers that are to be evaluated will receive in writing a notice of who their evaluator will be and a complete copy of the evaluation tool to be used.
- C.) The Board and Association shall establish a Joint Evaluation Committee which shall consist of at least five (5) Administrators appointed by the Superintendent of Schools, and at least five (5) teachers appointed by the President of the Association. The chairperson shall be appointed by the Superintendent. This committee will be in accordance with SB7 and PERA Guidelines.
- D.) The Evaluation Committee shall review the current evaluation plan and make recommendations, if any, for changes. Any recommended change shall be presented to the Board and the Association by the regular May Board meeting of the first year of the new agreement.
- E.) Evaluation Cycle
 - 1.) Non-Tenured Teachers

The performance of regular, full-time, first, second, third, and fourth year staff members shall be formally evaluated in writing a minimum of twice each school year.
 - 2.) Tenured Teachers

Each teacher in contractual continued service will be evaluated at least once in the course of every two as per Illinois School Code, Section 24-A.
- F.) Criteria for the Selection of Teachers for Evaluation
 - 1.) Non-Tenured Teachers
 - 2.) Tenured Teachers
 - a. All tenured teachers on cycle.
 - b. All tenured teachers who have received an overall unsatisfactory or needs improvement rating in the previous school year.
- G.) Each evaluation shall be initiated by a pre-evaluation conference between the evaluator and the employee to be evaluated that shall include a review of the expectations of the parties, and a mutual agreement, if possible, on the date(s)

and specific time(s) for the observation(s). The pre-evaluation conference must occur by October 31.

H.) Scoring of the Danielson Evaluation Tool/Form

Points are awarded in each Domain according to the following:

- Excellent = 4 points
- Proficient = 3 points
- Needs Improvement = 2 points
- Unsatisfactory = 1 point

Teachers will be allowed to provide additional evidence to improve any rating in any and all domains.

I.) Student Growth Scoring

a. Teachers shall meet with their evaluator to determine the performance indicators by October 31 of the evaluation year.

- Excellent = 4 points
- Proficient = 3 points
- Needs Improvement = 2 points
- Unsatisfactory = 1 point

J.) An overall score will be tabulated based on the following point system.

| | |
|-----------|-------------------|
| 3.3 – 4.0 | Excellent |
| 2.5 – 3.2 | Proficient |
| 1.7 – 2.4 | Needs Improvement |
| 1.0 – 1.6 | Unsatisfactory |

An overall score of “unsatisfactory” will result in a remediation plan as per this article.

K.) Post-Observation Conference and Procedures:

The teacher and the evaluator shall mutually agree to a conference to discuss the observation within five (5) school days after the teacher has been observed. The teacher will receive a written copy of his/her observation one (1) school day prior to the scheduled conference.

L.) Summative Evaluation Conference

The teacher and the evaluator shall mutually agree to a conference to discuss the summative evaluation by March 1. Following the summative-evaluation conference, the teacher shall sign a copy of the evaluation report prepared by the evaluator. In no case shall the teacher's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation only that they have been discussed. A teacher may submit additional comments to the written evaluation if he/she so desires within five (5) school days of the summative-evaluation conference. All written evaluations and the teacher's comments are to be placed in the teacher's personnel file. A copy of the response will be provided to the supervisor. The evaluator will sign the response acknowledging that he/she read the material.

M.) Needs Improvement/Professional Development Plan

- 1.) Within thirty (30) school days after the completion of a summative evaluation rating a teacher as "needs improvement", the evaluator will develop, in consultation with the teacher and an Association Representative, a Professional Development Plan ("PDP").
- 2.) The PDP will take into account the teacher's ongoing professional responsibilities and will specifically identify supports that the District will provide to the teacher.
- 3.) The PDP will address the areas identified in the evaluation as Needs Improvement and include any areas identified as unsatisfactory. The plan will include resources available within and outside of the District. The plan will include regularly scheduled meetings with the evaluator to determine progress and identify additional resources.
- 4.) The PDP will remain in effect for a minimum of thirty (30) student attendance days but no more than sixty (60) student attendance days.
- 5.) The teacher may receive an additional summative evaluation for only those areas identified in the PDP.
- 6.) Should the teacher fail to successfully complete the PDP then the teacher will be placed on the evaluation cycle for the next school year.

N.) Remediation Plan

- 1.) A remediation plan will commence within thirty (30) school days after completion of "unsatisfactory" evaluation designed to correct deficiencies cited in the evaluation.

- 2.) The teacher rated “unsatisfactory”, a consulting teacher, and a District administrator will develop the remediation plan which will contain the following components:
 - a.) Description of the condition(s) in need of change.
 - b.) Clear definition of acceptable levels of performance.
 - c.) Plan to achieve identified expectations.
 - d.) Indication of assistance to be provided.
 - e.) System of monitoring progress.
 - f.) Indicators for success.
 - g.) Resource needs.
 - h.) Timelines for completion.
- 3.) Teachers placed on the remediation plan will be evaluated as follows: An initial evaluation at the 25th school day of remediation, a midpoint evaluation at the 45th school day of remediation, and a final evaluation at the 90th school day of remediation.
- 4.) Any teacher who completes the ninety (90) school day remediation plan with a Proficient or better rating will be reinstated to a biennial evaluation schedule.
- 5.) Any teacher who fails to remediate deficient conduct will be dismissed in accordance with Section 24-12 of the School Code of Illinois (with due process rights).

O.) Consulting Teacher

- 1.) The law provides that “the consulting teacher” is an educational employee who has at least five (5) years of teaching experience and a reasonable familiarity with the assignment of the teacher being evaluated and who received an “excellent” rating on his/her most recent evaluation.
- 2.) The Sauk Village Education Association will provide a roster of qualified teachers for selection of a consulting teacher. A selected consulting teacher may reject a consulting teacher assignment. If no District teachers are available and/or qualified, the District will request the Illinois State Board of Education to supply a teacher. The teacher under remediation shall select a consulting teacher from the consultants’ roster.

- 3.) The consulting teacher will advise the teacher rated “unsatisfactory” on how to improve and successfully complete the remediation plan. The final decision on the evaluation will be done solely by the Administrator.
- 4.) The following provisions will be made for the remediation plan to be put into effect:
 - a.) A substitute teacher will be provided for the consulting teacher when he/she needs to be absent from his/her classroom for the remediating teacher.
 - b.) The consulting teacher will maintain a log of consulting hours outside the required school day. This log will be submitted to the administrator at the end of every thirty (30) school days during the remediation period.
 - c.) All meetings will be held on school property.
 - d.) Administrators will be notified in advance of the meeting.
 - e.) The consulting teacher will be paid twenty-five dollars (\$25.00) an hour for any consultation time beyond the school day.
 - f.) Meetings will be limited to one (1) hour and five (5) meetings per every thirty (30) school days.
 - g.) Additional meetings must be approved by the consulting teacher and the administrator.
- 5.) It is agreed that any statement(s) made by a teacher to anyone, about a teacher under remediation, which are related to their function as a consulting teacher, are confidential and may not be used by either the Board of Education (or their agents) or the teacher under remediation in any subsequent evaluations, conversations, hearings, etc. It is the intent of the parties that any statements made by the consulting teacher to or about the teacher under remediation shall be in strict confidence.
- 6.) The Board of Education, District 168, shall provide full legal assistance and completely hold harmless any teacher who becomes involved as a defendant in any type of adjudication because of his/her involvement as a consulting teacher. Further, the Board of Education agrees to fully indemnify any such teacher for any legal costs, assessments, damages, bodily injury, etc. If the involvement in any such adjudication or bodily injury requires time off from work, the teacher shall suffer no loss of pay, any leave day, seniority, fringe benefits, or job assignments.

- 7.) Further, the Sauk Village Education Association shall be held harmless by the Board of Education for its involvement in the evaluation process, (i.e., providing a list of possible consulting teachers, working with the Board of Education and/or its agents in developing an Evaluation Plan, etc.).

ARTICLE IV

CURRICULUM AND INSTRUCTION

A.) Curriculum and Instruction

- 1.) The Board and Association mutually recognize the importance of the availability of teaching reference materials. The Board and Administration shall make available a professional Instructional Materials Center in each school. The Center will include professional texts and instructional materials as requested by teacher and purchased by the District with approval of the Superintendent.
- 2.) Each teacher shall be provided with teacher's manuals for each subject taught, laptop, and projector. Each teacher will have access to such things as audio-visual equipment, art supplies, writing paper, copier paper, office supplies, athletic equipment, periodicals, dictionaries, globes, standard tests, and laboratory equipment if applicable. Other comparable tools of the teaching profession as are reasonably requested for use in carrying out the prescribed education program will be provided at no cost to the teacher.

B.) Selection and Adoption of Curriculum and Instructional Materials

- 1.) The Board and Association mutually recognize the importance of teacher input when selecting curriculum for purchase. The following subcommittees will approve, modify, and recommend curriculum and instruction materials to the superintendent for adoption. Curriculum subcommittees: English Language Arts, Mathematics, Science, Social Science, Social Emotional Learning/Physical Education/ Health, Fine Arts (Music, Arts, Band), World Language, STEAM (Science, Technology, Engineering, Art and Math, Core Interventions, and Districtwide and/or School Supplemental Resources. These committees consist of members selected by administration as committees are needed.
- 2.) The process for which teachers will review, analyze, and critique curriculum and instructional materials shall be as follows:
 - a) The sub-committee will select potential curriculum and instructional materials to be reviewed by teachers.
 - b) Teachers will be given a minimum of six (6) weeks to review materials and provide feedback to the sub-committee.

- c) After receiving feedback from the teachers, the sub-committee will approve modify (if needed) and recommend curriculum and instruction materials to the Superintendent for adoption within ten (10) working days.
 - d) The Superintendent shall provide feedback and/or decision to the sub-committee within five (5) working days.
 - e) The Superintendent shall then provide the Board with the final recommendation prior to the next scheduled board meeting.
 - f) The board shall give information as to the reasons for a rejection.
- 3.) The process for which teachers will review, analyze, and critique curriculum and instructional materials that are teacher created shall be as follows:
- a.) Teacher created materials will be submitted for the sub-committee for review one semester prior to the semester of implementation.
 - b.) Teachers will be given ten (10) working days to review materials and provide feedback to the sub-committee.
 - c.) After receiving feedback from teachers, the sub-committee will approve, modify (if needed) and recommend curriculum and institutional materials to the Director of Instructional Services for adoption within ten (10) working days.

The Director of Instructional Services shall provide feedback and/or decision to the sub-committee within five (5) working days.

C.) **In-Service Training Days**

- 1.) Teachers' in-service programs shall not exceed in length beyond the 6.5 hour work day.
- 2.) Financing of in-service programs shall be provided by the Board.
- 3.) All teachers shall attend in-service programs as required by their immediate supervisor.

D.) **Professional Staff Meetings**

The Association and the Board recognize the need for having a limited number of professional staff meetings.

- 1.) Building faculty meetings, if scheduled, shall not exceed one (1) per month, except in emergency situations. Such meetings shall be held after the regular school day and shall not exceed one (1) hour in duration.
- 2.) Departmental or curriculum meetings, if scheduled, shall not exceed two per month per teacher. Such meetings generally shall be held after the normal teacher workday and shall not exceed one and one-half hours in duration. The Superintendent or his/her designee may schedule meetings for curriculum planning and textbook evaluation during all or part of the regular teacher workday.
- 3.) Attendance at the meetings provided for in the preceding two (2) subparagraphs is part of each teacher's expected work duties. The Board may schedule other meetings for similar or other purposes, but a teacher's attendance at such meetings shall be voluntary.

ARTICLE V

SELECTION AND ADOPTION OF TEXTBOOKS, LIBRARY BOOKS, AND OTHER INSTRUCTIONAL MATERIALS

The following procedures should be used to adopt textbooks, library materials, and any supplemental instructional materials:

- A.) The teachers in the grade level or subject area shall, after study and investigation, make recommendations to the Board through the Administration. Teachers on the textbook evaluation committee shall have a minimum of six (6) weeks to peruse and evaluate any such material being considered for adoption.
- B.) The Board shall give information as to the reasons for rejection.

ARTICLE VI

COMMITTEES

A.) TAB Committee

In order to better facilitate communication between teachers, Administrators, and Board of Education members, a committee comprised of six (6) teachers selected by their building colleagues, (two (2) from each building), and three (3) Administrators, shall be established. Meetings shall be held at mutually agreeable times for purposes of discussing issues of mutual concern. It is not the intent of the parties that contractual matters be discussed at such meetings. A written report of each such meeting shall be submitted to the Board at its next regularly scheduled meeting.

B.) Curriculum Instruction/In-Service Committee

- 1.) The Superintendent will designate a Committee of Curriculum and Instruction with no less than four (4) teachers per building (as appointed by the Association) with the Director of Instructional Services. This Committee will meet no less than four (4) times per school year with the first meeting to be held no later than September 15 of each year to make sure that plans for the current year are in place. The committee will meet again in April of the school year to discuss the upcoming school year's agendas. The committee is to plan agendas for school improvement days and District in-service days.
- 2.) The committee will work together to gather information that addresses the needs of the teachers and the District. Recommendations of the committee will be presented to the Superintendent for implementation. Should the superintendent make changes to the recommendations, then a written explanation of the changes will be provided to the committee members. The staff will be informed of the tentative schedule of in-services and school improvement days.
- 3.) Substitutes will be provided for teachers who attend these meetings during the regular school day.

C.) Standing Advisory Discipline Committee

Each building shall create a Standing Advisory Discipline Committee comprised of three (3) teachers (selected by the Association), the Building Principal, and the Assistant Principal. This committee will meet no later than September 10th of each and every school year. This Advisory Committee shall be charged with the review and possible revision of discipline guidelines provided in the District-Wide Handbook, said review and/or revision to be conducted annually.

One (1) teacher representative from each building committee shall attend quarterly meetings of a District Advisory Discipline Committee comprised of said building representatives and the Superintendent no later than October 1st of each year. The charge of the District Advisory Discipline Committee shall be the oversight, coordination, and processing of disciplinary matters at the District level, based on input received from the teachers by the building advisory committees.

All discipline will be in accordance with the published consequences in the Community Consolidated School District 168 Student Handbook. The Association acknowledges that the Board is the final decision-making authority in regard to student disciplinary matters.

D.) **Insurance Committee**

The Board and SVEA shall establish a joint insurance committee that shall be charged with the further investigation of insurance policy and benefit options. This committee shall make its recommendations to the Board and the SVEA executive committee annually within thirty (30) days of receipt of renewal. It is the intent of the parties that the insurance committee recommendations shall maintain the benefit structure of the current policy without exceeding the insurance cap set forth in this agreement for the duration of this Agreement.

E.) **Calendar Committee**

The parties agree to create a standing calendar committee made up of administration and members of both employee associations. The parties acknowledge that it is desirable that the committee is made up of equal number of Administrators and teachers as appointed by the Association. The committee will meet to develop suggestions and recommendations for the school calendar prior to February 1 for each year. The Calendar Committee will present a recommendation for each school year's calendar to the Board of Education. If the District rejects the Committee's recommendation, then feedback will be provided by the District to the Committee as to why the recommendation was rejected.

F.) **Extra-Curricular Committee**

An Extra-Curricular Committee shall be established to review the existing extra-curricular schedule, placement on that schedule and any applications for new extra-curricular activities. The committee will be comprised of ten (10) members, five (5) Association representatives and 5 District representatives. The committee will meet by September 15 of each year.

ARTICLE VII

STUDENT TEACHING PROGRAM ASSISTANCE

- A.) Monies or compensation made available to the District by the placing university shall be paid to the supervising teacher.
- B.) When a teacher accepts a student teacher, a conference shall be held between the Superintendent or his/her designee, the supervising teacher, the student teachers and the University Coordinator to outline the program for that student teacher and to discuss responsibilities.

ARTICLE VIII

ASSOCIATION, TEACHER, AND BOARD RIGHTS AND RESPONSIBILITIES

A.) **Teacher Rights**

- 1.) Teachers shall have the right to organize or not to organize, join or not to join, and assist or not assist the Association, to participate or not to participate in professional negotiations with the Board through representatives of their own choosing, and to engage in other activities not prohibited by law, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional service and the education program. The Board of Education and Administration shall not discourage teachers from membership in SVEA.
- 2.) Nothing contained herein shall be construed to deny any teacher, the Association, or the Board rights granted under the School Code of the State of Illinois, or under other applicable law and regulations.
- 3.) The Board shall not issue individual teacher contracts or employment agreement during negotiations, mediation, or fact-finding or before agreement has been reached between the Board and Association; however, the Board may issue individual contracts to newly employed teachers. The individual contracts shall be adjusted to agree with the terms of the negotiated settlement.
- 4.) Teacher-Parent Meeting - Any formal complaint related to a specific teacher will be made known to the teacher promptly and prior to any meeting. The principal (if requested) shall attempt to arrange a Parent-Teacher or Parent-Teacher-Principal conference for the next school day. If the complaint is to become a personnel matter, the teacher may request Association representation at any related teacher-administration conferences. The civility policy shall hold forth in these meetings.
- 5.) The Administration shall inform, in writing, the acquisition of tenure to each employee.
- 6.) The Building Principal shall permit teachers to leave the building during a preparation period for duties attendant to professional responsibilities.

B.) **Association Rights**

- 1.) Upon written request, the Association shall have placed on Board meeting agendas topics it wishes to address to the Board.
- 2.) The President of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of such meeting.

- 3.) Two (2) copies of all Board minutes shall be either electronically provided or mailed or placed in the mailbox of the President of the Association as soon as they have been prepared.
- 4.) The Board shall provide the Association with a copy of the agenda and minutes of all Board meetings and shall in response to reasonable written requests to the Superintendent furnish any information which may be necessary for the Association to process any grievance or complaint, and the Board shall also furnish annual financial reports and audits, a register of certificated personnel, tentative budgetary requirements and allocations, treasurer's reports, census and pupil membership data, and all other information which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their pupils. In Addition, the Association President shall be provided with a copy of all changes to current Board Policies.
- 5.) The Superintendent or his/her designee will meet with the designated representatives of the Association to consult and take under consideration recommendations for the school calendar.

If any emergency days are included in the school calendar those days or any portion thereof are not used for emergencies, they shall not become teacher workdays.

- 6.) The Building Principal shall permit Association building representatives and/or officers to leave the building during a preparation period for duties attendant to Association responsibilities.

C.) **Use of Facilities**

- 1.) The Association shall be permitted the use of a school building room for the purpose of holding meetings provided that, when special custodial services are required, the Board may charge the Association for such services and provided further, that such meeting in no way interferes with any aspect of the instructional program or in-service training program. The Association shall notify the appropriate administrator.
- 2.) Association announcements shall be made at the times regularly scheduled for announcements in each building and may also be placed in the weekly school bulletin.
- 3.) The Association may request the use of school equipment, such as computers, telephones, copiers and audio-visual equipment, and the Board will furnish such equipment, at no cost to the Board, to the extent it is available and not otherwise needed in the educational program.

- 4.) The Association may use the District mailboxes and District email system for the dissemination of a reasonable number of communications to the faculty. Neither temporary nor permanent decals, organizational logos, or other insignia may be attached by any bargaining unit member to any School District property, except bulletin boards in the teacher workrooms.

D.) **Views**

The views of teachers or those of teacher organizations and the views of administration and/or any School Board Member on matters relating to supervisor-teacher or Board-teacher relationships shall not be discussed in the presence of students.

E.) **Newly-Employed Teacher Information**

Names, addresses, and phone numbers and District emails of newly-hired teachers shall be provided to the Association within ten (10) days of their hire date.

Upon being hired by the District, all certified employees will participate in an onboarding program as developed and implemented by the District/Curriculum/In Service subcommittee.

Additionally, upon being hired by the District and/or transferred to a new position in the District, all certified employees will be provided with a colleague at the building to use as a resource for information relating to the successful transition in their position.

F.) **Association Leave**

In the event that the Association desires to send representatives to local, state, or national conferences or other business pertinent shall be excused without loss of pay or benefits, upon approval of the SVEA Executive Board and the Superintendent up to a maximum of eight (8) total days per academic year. No single representative shall be eligible to take more than four (4) days per academic year. The president or designee with the approval of the SVEA Executive Board and Superintendent may use an additional two (2) days. The Association shall reimburse the District for the cost of a substitute for such absences upon receipt of invoice from the District business office.

G.) **Personnel File**

- 1.) Each teacher shall have the right, upon request, to review the contents of their own personnel file. A representative and President of the Association may, at the teacher's request, accompany the teacher in his/her review. In

such case, a Board designee may also be present. A copy of the contents of said file will be made available to the employee.

- 2.) A teacher shall have the right to attach dissenting material to any item in their file.
- 3.) A teacher will be notified of any item to be placed in their file affecting their working status in a negative manner. The teacher will be expected to acknowledge receipt in writing at the time of notification. With the exception of evaluations, nothing of a negative nature shall be placed in the file prior to the teacher being offered the opportunity to meet with his/her supervisor and an Association Representative.

H.) **Hearing Representation**

Any teacher charged with misconduct, neglect, or violation, which may lead to his/her suspension, demotion, or discharge shall have the right to be represented by the Association in any meeting conducted by the Board or Administration with such teacher regarding such charge. Prior to scheduling any such meeting or hearing, the teacher will be given written notice of the nature of the charge and informed of his/her right to be represented by the Association at such meeting not less than three (3) workdays. However, nothing herein shall be construed to permit the teacher to refuse to attend the subject meeting.

I.) **Board of Education Rights**

The Board retains and reserves the ultimate responsibility for proper management of School District 168 as conferred upon and vested in it by the statutes and the Constitution of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

- 1.) To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- 2.) To hire all employees and, subject to the provision of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- 3.) 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 or advisable by the Board.
- 4.) To delegate authority through recognized administrative channels for the development and organization for the means and methods of instruction

according to current written Board policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

- 5.) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- 6.) The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.
- J.) The Association agrees for itself and on behalf of each individual member of the bargaining unit that during the term of this Agreement neither the Association nor any individual member of the bargaining unit will withhold services in any way at any time, nor will they engage in such concerted action as strike, slow-down, or mass sick call.
- K.) Administration and Union Leadership Meetings

The Board, Administration and the Association recognize the importance of communication in maintaining good relationships. The Administration and the Association agree to meet as the need arises to discuss mutual concerns.

ARTICLE IX

EMPLOYEE DISCIPLINE

- A.) No employee shall be disciplined, reprimanded, suspended, reduced in rank, or docked without cause. Only discipline resulting in discharge during the school term for cause or suspension without pay of more than five (5) working days shall be subject to the arbitration provisions of the grievance procedure.
- B.) The Board, the Superintendent or her/his designee (administrator), may progressively discipline an employee through oral reprimands, written reprimands, suspensions with or without pay, reductions in rank, docking, or a change in assignment.
- C.) The Board recognizes the use of progressive discipline where appropriate provided that nothing in this Section shall require the Board or the Superintendent, or her/his designee, to exhaust any or all of the foregoing disciplinary actions when the action(s) of an employee necessitates immediate disciplinary action, or where the Board or the Superintendent, or her/his designee determines that progressive discipline is not warranted.

- D.) An employee may have a representative of the Association present at any meeting which could result in disciplinary action, including investigatory meetings. The employee will be provided sufficient time to acquire a representative. The right to a representative shall not apply to evaluation conferences or informal, impromptu discussions regarding employee evaluation or observation.
- E.) Any employee charged with misconduct, neglect, or violation, which may lead to his/her discipline suspension, demotion, or discharge shall have the right to be represented by the Association in any meeting conducted by the Administration with such employee regarding such charge. Prior to scheduling any such meeting or hearing, the employee will be given written notice of the nature of the charge and informed of his/her right to be represented by the Association at such meeting not less than forty-eight (48) hours prior to the meeting when practical. Should less than forty-eight (48) hour notice be impractical, the employee shall be verbally notified by Administration of the reason for the meeting. However, nothing herein shall be construed to permit the employee to refuse to attend the subject meeting. Every attempt will be made to schedule the meeting at a time when all identified parties are available; however, the request to have a specific Association representative present at the meeting shall not delay the process.
- F.) When any employee is required to appear before the Board, a Board committee, or a Board member concerning any matter which could adversely affect the continuation of that employee in their position of employment, the employee and Association President shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the member during such meetings or interviews. Reasonable prior written notice is understood to mean not less than three (3) workdays, except in case of emergency or where special circumstances, such as the need to post a Board meeting agenda or schedule a special Board meeting, exist necessitating less than three (3) workdays notice. In such situations, a verbal explanation for the reason for the meeting will be provided prior to notification of representation. However, nothing herein shall be construed to permit the employees to refuse to attend said required appearance before the Board or Board committee.
- G.) The Board acknowledges that no retaliation for participation in Association activities is allowed by the District Administration or the Board.

ARTICLE X

TEACHER PROTECTION

- A.) No deduction shall be made in the salary or any accumulated leave days of a teacher in connection with any event mentioned in this Article.

- B.) The Board shall indemnify and protect the teacher against any loss, damage, or destruction of personal belongings brought onto school property, which is not attributable to teacher neglect or abuse, or normal wear and tear. Teachers shall report all loss or damage to personal belongings in writing within twenty-four (24) hours of knowledge as to the loss to the Building Principal. Teachers bringing individual items of over one hundred and fifty dollars (\$150.00) into buildings will be excluded from this Clause. Teachers' motor vehicles shall be excluded from this Clause.
- C.) Personal Injury to a Bargaining Unit Member
- 1.) Any case of assault and/or battery upon an employee while in the course of employment shall be promptly reported to the Administration. An employee may file a report/charges with the appropriate local law enforcement agency, District 168 will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.
 - 2.) In the event that a student makes any threat, verbal or written, of physical injury against an employee, the Administration will meet with the employee reporting the threat. The employee and any witnesses shall complete an incident report. The targeted employee will be notified in writing of said threat. An employee may file a report/charges with the appropriate local law enforcement agency. District 168 will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement.
 - 3.) The Board's attorney, when authorized by the Superintendent, shall inform the teacher of his/her legal rights and the Boards attorney shall assist the teacher in all court appearances, except in cases where there is an apparent conflict of interest between the interests of the teacher and the interests of the Board.
- D.) Teachers will be notified as soon as possible by their Building Administrator in the event of a threat upon them is made; whether it be verbal, written, or graphic. Additionally, teachers will notify the building administrator as soon as possible in the event they feel threatened or in need of additional assistance.
- E.) Teachers will be expected to comply with the District Crisis Intervention Plan.

ARTICLE XI

CITIZENSHIP

- A.) The Board recognizes that United States citizens have the right to be active politically. Political rights shall include registering and voting, participating in party

organizations, discussing political issues publicly, campaigning for candidates, and contributing to campaigns.

- B.) The teacher shall not use institutional privileges or facilities to promote political candidates or to further partisan political activities.

ARTICLE XII

TEACHING HOURS AND ASSIGNMENTS

- A.) All teachers must report to their buildings fifteen (15) minutes before the beginning of the school day. Included in this time is the assigned ten (10)-minute duty period. All teachers must stay in their buildings for fifteen (15) minutes from the time the children are dismissed or until assigned after school duties are completed.
- B.) All full-time certified teachers shall be provided with a daily preparation time of not less than thirty (30) minutes. The administration may schedule up to 1 plan time per week per teacher for attendance at meetings and committees.
- C.) Faculty at all attendance centers will have their duty-free lunch period at the same time as the student lunch period.
- D.) The normal teaching load shall not exceed six (6) teaching periods at the junior high level. Assignments of supervised study periods shall be considered a teaching period for purposes of this Article.
- E.) Any teacher who forfeits his/her preparation period and substitutes for an absent teacher shall be compensated at the rate of thirty-five dollars (\$35.00) per period for the length of the contract school year per period for the school years. Volunteers shall be sought prior to the assignment of a teacher. In the event that a teacher is assigned to substitute, these assignments shall be done on a rotating basis. It is agreed that it is not educationally sound to use elementary resource personnel for all day substituting.

No extra compensation will be paid to a teacher simply for the loss of a prep period, if such loss was due to the cancellation of a subject scheduled to be taught by a special teacher, unless the teacher performs the service, and teaches the subject, of the special teacher.

- F.) The day of open house, the children and the teachers are to be dismissed after attending the minimum number of hours required by the state to make up a legal school day. Teacher attendance at open house is required unless the teacher's Building Administrator approves special permission.

- G.) Regular or internal substitutes are to be provided for all regular and special teachers who are absent and have assigned classroom duties. However, before using internal substitutes, the Administration shall endeavor to obtain regular substitutes.
- H.) The length of the school day shall be up to seven (7) hours, except in case of emergency. This time includes the fifteen (15) minutes before school and fifteen (15) minutes after school that teachers are required to be present.
- I.) The last Friday of the grading periods 1-3 shall be an early release day (not to exceed five (5) hours of pupil attendance). This release time shall be utilized for purposes of record keeping, grade calculation, etc. Grades will be due on Monday by 8:00 a.m.
- J.) On early release days prior to a holiday, all teachers will be released ten (10) minutes after student dismissal.
- K.) All extra duty positions will be offered to certified bargaining unit members prior to hiring other personnel or outside applicants.
- L.) The school calendar shall consist of one hundred eighty-six (186) days of which one hundred seventy-five (175) will be student attendance days; four (4) will be teacher institute days; two (2) parent-teacher conference days; and five (5) emergency days. The teacher work year will consist of one hundred eight-one (181) teacher attendance days. Unused emergency days shall not become teacher workdays for teachers.
- M.) When possible, teachers will be allowed into their classrooms two weeks prior to the first day of school to prepare and set up their classrooms. In instances where access is not possible two weeks prior to the first day of school, accommodations will be made to assist the teacher in getting his/her room prepared in a timely manner.
- N.) After the start of the school year, teachers will be provided notice regarding the potential placement of a new student in his/her classroom as soon as the enrollment process begins for new student.
- O.) Teachers and custodial staff will work together to determine what needs to be packed/moved in the teacher's classroom at the end of the school year.

ARTICLE XIII

GRIEVANCE PROCEDURE

A.) **Definitions**

- 1.) A grievance is any claim by a teacher, group of teachers, or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement. To make the grievance procedure work, Administration and the union have to approach it with the attitude that it serves the mutual interests of the District, the employees, and the union. An effective grievance procedure helps management discover and correct problems in procedures before they cause serious trouble. It provides a vehicle through which employees and the union can communicate their concerns to District Administration.
- 2.) All time limits consist of school attendance days, except that when a grievance is submitted less than ten (10) working days before the close of the current school term, time limits shall consist of all working days in order that the matter may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean teacher employment days.
- 3.) The Association, the Association representative and President, have the right to participate in the processing of any grievance and represent the grievant at any and all levels. Nothing contained herein shall be construed as limiting the right of a teacher to prosecute his/her own grievance, provided the Association has been notified, the Association representative has been allowed to be present at all steps, and the adjustment is not inconsistent with the terms of this Agreement.

B.) **Procedure**

Informal Conference

- 1.) The parties hereto acknowledge that it is usually most desirable for a teacher and his/her immediately involved supervisor to resolve problems through free and informal communication.
- 2.) In the event the matter is resolved informally, and an Association representative was not present at the adjustment of the grievance, the supervisor or administrator resolving the grievance shall inform the President of the Association or his/her designee of the adjustment. Should the matter not be resolved to the grievant's satisfaction, the following procedure may then be utilized.

Formal Procedure

- 1.) **Supervisor Level.** The teacher or the Association shall present their grievance in writing within twenty (20) working days of the occurrence giving

rise to the grievance, or within twenty (20) working days from when the teacher or Association knows or should have known of the occurrence giving rise to the grievance, to the supervisor immediately involved who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Supervisor shall render a decision within five (5) working days from the time of the grievance meeting.

- 2.) **Superintendent Level.** Within five (5) working days after the supervisor renders his/her decision, an appeal may be taken by the grievant (teacher or Association) to the Superintendent. The Superintendent or his/her designee shall meet and confer with the grievant and his/her representative, if any, within five (5) working days of receipt of such appeal with a view towards adjusting the grievance. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) workdays thereafter the Superintendent or his/her designee shall render his/her decision to the grievant and Association representative.
- 3.) **Board Level.** Within five (5) working days after the Superintendent or his/her designee renders his/her decision, the teacher or Association may take an appeal from that decision to the Board. The Board shall hear the grievance no sooner than ten (10) working days or the next regularly scheduled Board meeting that is a minimum of ten (10) working days after the appeal. The hearing will be informal, but the parties will be allowed to state their views fully. The parties shall be entitled to present witnesses and evidence, and include in the representation such counselors, as they may deem necessary. Within five (5) working days after the hearing on appeals, the Board will communicate its decision in writing to the grievant and Association.
- 4.) **Arbitration.** If the decision of step 3 is not satisfactory to the grievant, or if the time within which the Board must render a decision has lapsed, there shall be available a fourth and final step of impartial and binding arbitration. If step 4 is to be used, the grievant must, within thirty (30) days after either receiving the Board's decision, or the lapse of time within which the Board must render a decision if no decision is so rendered, submit a written demand for arbitration to the American Arbitration Association, which shall conduct the selection of the arbitrator and proceedings according to the voluntary labor arbitration rules of the American Arbitration Association. The arbitrator shall be without power or authority to make any decision, which is contrary to, inconsistent with or which modifies or varies the terms of this Agreement; or which limits or interferes with the Board's duties, powers or responsibilities under applicable law. The sole power of the arbitrator shall be to determine if the terms of this Agreement have been violated, misinterpreted, or misapplied. The decision and/or award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be binding upon the parties. The arbitrator is

empowered to include in any award such financial reimbursement or other remedies he deems proper. Expenses for the arbitrator's services and expenses, which are common to both parties at arbitration, shall be borne equally by the Board and the Association, including the cost of the transcript if both parties desire same.

C.) **General Provisions**

- 1.) The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level. The grievant has the right to choose his/her representative. However, should any time limits be extended, it must be by mutual consent of all parties. Should consent not be given, the meeting shall not be delayed so long as another union representative is available to attend.
- 2.) The Board, the administration, and the Association shall cooperate with each other in their investigation of any grievance. This cooperation will include two-way conversations concerning the grievance and possible solutions.
- 3.) No reprisals of any kind shall be taken by the Board or the Association against the teacher because of his/her participation or lack of participation in this grievance.
- 4.) All documents, communications and records dealing with the formal processing of a written grievance shall be filed separately from the personnel files of the grievant. The contents of said grievance file shall be open to review by the grievant. A representative of the teacher's own choosing may accompany the teacher in said review.
- 5.) A grievance may be withdrawn or settled at any level without establishing precedent.

ARTICLE XIV

PROFESSIONAL DUES DEDUCTION

The Board shall deduct from the pay of each teacher all current membership dues of the Association provided that at the time of such deduction there is in the possession of the Board a continuing membership written authorization form for dues deduction, executed by the teacher. The Association shall specify the amount of dues to be deducted from each teacher's salary for the current school year. The Association shall furnish such authorization cards.

- A.) The amount of dues specified by the Association will be deducted from each teacher's biweekly paycheck as soon after authorization is received as is

administratively possible, but no later than the first paycheck of October each school year provided the Association submits all pertinent dues information by September 8 of each school year.

- B.) Any teacher employed after the start of the school term shall authorize dues deduction by presenting an authorization card to the Board within thirty (30) days after date of employment. The combined annual membership dues will be prorated to June 30.
- C.) Such authorization shall not be revocable for a period, which is the lesser of one (1) year or the remainder of the term of this Agreement. On receipt of dues revocation, the Board will notify the Association in writing of such dues revocation. The revocation shall be implemented in the payroll period following the payroll period in which notice is received subject to the provisions of this Section. If a teacher resigns from the employment of the Board prior to termination of the effective period of the then current authorization, the Board shall deduct the unpaid portion of such authorization from the teacher's final paycheck.
- D.) All dues deducted by the Board shall be remitted to the treasurer of the Association no later than thirty (30) days after such deductions are made.
- E.) The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the employer for the purpose of complying with the provisions of this Section.

ARTICLE XV

FITNESS FOR DUTY

A.) Physical Fitness

- 1.) The Board requires that all new teachers provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall consist of a physical examination made by a licensed physician of the teacher's choice not more than ninety (90) days preceding the time of presentation to the Board and the cost of such examination shall rest with the teachers.
- 2.) The Board may require a subsequent physical examination, in accordance with Section 24.5 of the Illinois School Code, when, in its judgment, such an examination is relevant to teacher performance or status. The examining physician may be selected by the teacher, but must be approved by the Board, and the Board shall pay the cost of the required examination.

- 3.) Each new teacher shall be advised in writing of this requirement at the time of employment.

B.) Mental Fitness

If the District requires a psychiatric examination of a teacher, the administration shall select and schedule an evaluation with a mental health professional certified by the State of Illinois. The District shall pay for the examination. The teacher shall be placed on paid leave pending the findings of the examination. Nothing in this provision shall waive the rights afforded to the teacher under state and federal law.

ARTICLE XVI

EMERGENCY SCHOOL CLOSING

A.) Emergency Days

- 1) If an emergency day has to be used, every effort will be made by the administration to give notice to teachers through the use of radio, TV, internet, and telephone as early as possible. E-learning days, as described in the District's e-learning plan and approved by the ROE, shall be used as a substitute for an emergency day when at all possible in inclement weather or any event deemed an emergency.
- 2) The school calendar will include a footnote that lists all ISBE approved waiver days that may be used as make-up days.
- 3) The Association will provide input to the Administration as to when and how any make-up will be scheduled.
- 4) The Administration will make the final decision as to the make-up days.

B.) Remote Learning/Adaptive Pauses

- 1) Remote learning days and/or adaptive pauses shall be used as dictated by Executive Order and/or state law.
- 2) The District will give teachers as much notice as possible when transitioning to remove learning or an adaptive pause.

- C.)** When the schools and school offices are officially closed by the Superintendent prior to completing a sufficient number of hours for school attendance day purposes, no leave days previously arranged by the teacher will be deducted for such emergency days.

ARTICLE XVII

LEAVES

A.) Sick Leave

Each teacher shall be entitled to a total of thirteen (13) sick leave days with full pay per school term. Employees shall be granted the thirteen (13) sick days for use at the beginning of each school term. For employees hired after the start of the school year, the employee shall receive the number of sick days on a pro rata basis commensurate with his/her start date. Should an employee leave the employ of the District prior to the completion of the school term, only those sick days actually earned based on a pro rata calculation shall be reported to TRS for retirement purposes. Employees accumulate 0.59 sick days per pay period of employment for purposes of this paragraph. Sick days can be accumulated up to three hundred forty (340) to be used for retirement benefits. All days accumulated and not used for TRS purposes will be paid at fifty dollars (\$50.00) per day to be paid after retirement. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. The immediate family for purpose of this Section shall include: parents, stepparents, spouse, domestic partner, siblings, step siblings, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and custodial children.

B.) Bereavement Leave

Each teacher shall be entitled up to three (3) bereavement days upon request in case of death in the immediate family or household. Immediate family shall be defined as in the paragraph (A) Sick Leave above. Any additional days required will be taken from his/her sick leave days. The employee will be required to produce proof that they attended the funeral services. This proof can include the individual's obituary, prayer card, or plane ticket.

C.) Personal Leave

- 1.) The Board shall grant two (2) days' personal leave at full pay, which can be used for personal business. No reason for such leave need be given. Except in emergency situations, the teacher shall notify the Building Principal in writing at least forty-eight (48) hours before leave is to be taken. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except in a case of emergency as verified to the Building Principal. Unused personal days shall be added to accumulate sick days at year's end.
- 2.) Absence due to duty-connected injury or liability for up to and including fifteen (15) days shall not be deducted from the teachers' accumulated sick leave. In such cases the board shall pay the teacher full salary for fifteen

(15) school days, after which the teacher must use one-third (1/3) of a day of accumulated sick leave. Should the teacher also be receiving workmen's compensation for such work-related injury, the teacher shall sign over either the workmen's compensation benefits, or sick leave pay, whichever is less, it being the express intention of the parties that a teacher shall not receive both workmen's compensation payments and sick leave payments from the District at the same time.

D.) **Parental Leave**

- 1.) If a parental leave is desired, the teacher shall arrange for a meeting with the Building Principal, the Superintendent, or his/her designee. The purpose of the conference shall be to determine a mutually agreeable plan for leave to be submitted to the Board for approval.

Application for such leave shall be made in writing to the Superintendent, or his/her designee, at least ninety (90) calendar days prior to the beginning of the leave. The Superintendent may waive this provision in an emergency.

Parental leave may be up to twenty-six (26) calendar weeks from the birth or when the leave is scheduled to begin.

- 2.) Written notice of intent to return shall also be accompanied by a physician's written statement of fitness to return to duty. Re-employment during the school year shall be at the discretion of the Board. For a leave of a period of twelve (12) weeks or less, the teacher shall be guaranteed the same position. For leaves of a period of greater than twelve (12) weeks, the teacher shall be guaranteed a position of which he/she is qualified.
- 3.) Any teacher granted parental leave that has completed one hundred twenty (120) days or more of the school term prior to the teacher's leave should be considered to have completed a full year for purposes of advancement on the salary schedule.
- 4.) A teacher granted parental leave beyond twelve (12) weeks may make arrangements during the leave to continue to be covered by the District's hospitalization and surgical insurance plan at the teacher's own expense.
- 5.) Parental leave shall be granted to any teacher who furnishes satisfactory evidence of pending adoption proceedings and who applies in writing to the Board, not less than sixty (60) days prior to the requested leave or as soon as possible pending the circumstances.
- 6.) The contractual continued service status of a teacher shall not be affected because of absence on a parental leave as provided herein.

- 7.) No teacher shall gain a year of credit toward tenure if the year contains a parental leave of more than sixty (60) days.
- 8.) Parental leave shall be granted without pay. However, the teacher may elect to use accumulated sick leave and personal leave for the purpose of parental leave. Family Medical Leave Act (FMLA) shall run concurrently with parental leave, but not necessarily from the first day of parental leave. Should an employee's paid leave (sick or personal days) expire prior to the completion of the parental leave of twenty-six (26) weeks or less, than FMLA will provide insurance coverage protection during the parental leave for no more than twelve (12) weeks as allowed in the law. For example, if an employee has fourteen (14) weeks of paid accumulated leave time, then FMLA will cover the final twelve (12) weeks of the parental leave to extend the District's insurance premium coverage.

E.) **Jury Duty**

No teacher shall suffer a loss in salary because of jury duty and will not be required to turn into the District the per diem from the duty. Employees on jury duty are required to provide a jury pay stub to prove attendance at jury duty.

F.) **Sabbatical Leave**

Teachers may apply for sabbatical leave in accordance with the School Code.

G.) **Military Service**

Military service leave shall be conducted in accordance with all applicable state and federal laws.

H.) **Advanced Study**

A leave of absence without pay for the purpose of advanced study up to two (2) years shall be granted, upon application, to any teacher who does not qualify or elect to take a sabbatical leave, provided the teacher states his/her intention to return to the school system. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule.

I.) **Witness Duty**

The Board shall pay the regular salary to staff members called to serve as witnesses on behalf of the Board or subpoenaed to appear on behalf of the Board in matters directly affecting School District 168, or if an adverse party in a suit calls them to serve as witnesses to which the Board is a party.

J.) **Sick Leave Donation Bank**

- 1.) In case of prolonged or exceptional cases of absence due to catastrophic illness of at least fifteen (15) workdays employees may apply to the Sick Leave Donation Bank. A catastrophic illness is a severe illness requiring prolonged hospitalization or recovery. Examples include coma, cancer, heart attack, and stroke. The employee must exhaust all available paid leave and vacation days. To qualify for such donation, an absent employee must apply to the Union and fill out all required paperwork. The Union will provide the District with the name and number of days donated by employees.
- 2.) The Sauk Village Education Association agrees to indemnify, and save and hold harmless, the Board of Education from any and all liability, costs, attorneys' fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding, which might arise as a result of this Article.
- 3.) Any dispute, which arises as to the administration of this Section, shall be non-grievable.

K.) **Family Medical Leave Act**

Teachers are entitled to leave according to the terms of the Family and Medical Leave Act subject to the following provisions:

- 1.) **Definitions**—as used in this Section:
 - a.) **"Eligible teacher"** means a teacher who has been employed with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months that precede the period of the requested leave.
 - b.) The term **"academic term"** means that portion of the school year, July 1 to the following June 30, when school is in actual session.
 - c.) The term **"equivalent position"** shall mean any position for which an eligible teacher is certified and legally qualified to teach with compensation and benefits equal to or better than the compensation and benefits received by the eligible teacher prior to being granted a leave under this Section.
 - d.) **Other terms** shall be defined as defined in the Family and Medical Leave Act (P.L. 103-3) and ruled and regulations as promulgated by the United States Department of Labor.

2.) **Family Medical Leave Act—Military FMLA**

a.) **Service-Member Family Leave**

An employee who is the spouse, son, daughter, parent or next of kin of a covered service-member, who has been employed for at least twelve (12) months, has worked at least 1,250 hours during the previous twelve (12) month period. The twelve (12) month period during which the twelve (12) weeks of leave entitlement occurs shall be calculated based upon a twelve (12) month period beginning the first day of FMLA leave taken.

b.) **Covered Service-Member**

A member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious illness or injury.

c.) **Qualifying Exigency of Military Family Member**

When a covered family member has a “qualifying exigency” arising out of his or her active duty or call to active duty in the Armed Forces in support of a contingency plan.

d.) **Service-Member Family Leave**

To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member’s office, grade, rank or rating.

3.) **Purposes**

Eligible teachers shall be granted a total of twelve (12) workweeks of unpaid leave during any fiscal year for one or more of the following reasons:

- a.) The birth of a child;
- b.) The adoption of a child or the placement of a foster child;
- c.) To care for a spouse, son, daughter, or parent who has serious health conditions; and

- d.) A serious health condition that makes the teacher unable to perform his/her job.
- e.) Service-Member Family Leave: Eligible employees (spouse, son, daughter, parent or next of kin of a covered service-member) shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period subject to the FMLA and the Department of Labor's governing regulations.

4.) **Duration**

Leaves requested for the purposes of Family Medical Leave as listed above shall be granted for a period of twelve (12) weeks unless a leave of shorter duration is requested by the eligible teacher or unless the teacher is, by virtue of this negotiated agreement, is entitled to a leave of longer duration.

Teacher may, but shall not be required to, use paid sick leave days and/or personal leave days during the period of a leave taken under the Family and Medical Leave Act.

Leaves requested for the purpose of Service-Member Family Leave as listed above shall be granted for a period not to exceed twenty-six (26) weeks unless a leave of a shorter duration is requested by the eligible teacher.

5.) **Notification**

In any case in which the necessity for leave under subparagraphs 2.a. or b. is based upon an expected birth or placement, the eligible teacher shall provide the Superintendent at least thirty (30) days' notice before the date the leave is to begin, of the teacher's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, teacher shall provide as early a notice as practicable. In any case in which the necessity for leave under subparagraph 2.c. or d. is based upon illness or a serious health condition, the eligible teacher shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible teacher shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, of the teacher's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the teacher shall provide as early a notice as practicable.

6.) **Continuation of Health Insurance**

The Board shall maintain health care coverage for the duration of the Family and Medical leave at the same level and under the same conditions that existed at the time of the commencement of the leave.

7.) **End of Academic Term**

If an eligible teacher begins leave:

- a.) More than five (5) weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;
- b.) Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term, and
- c.) Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days. The provision of number 5 shall apply during any required extension of the leave.

8.) **Return**

Upon return from Family and Medical Leave, a teacher shall be returned either to the same position as the teacher had at the time of commencement of the leave or to an equivalent pay, benefits, duties, and terms and conditions of employment.

9.) **Repealer**

In the event the Family and Medical Leave Act is repealed, then this Section of this Article shall, as of the date of repeal, no longer be in force and effect.

ARTICLE XVIII

STAFF FACILITIES AND EQUIPMENT

- A.) The ratio of pupils to total classroom teachers within the District shall not exceed twenty-five (25) to one (1), whenever possible.

- B.) Each instructional staff member shall be given the opportunity to submit requisitions for instructional materials and supplies for the following school term. All staff members, including Special Education teachers, making a requisition shall be informed if these supplies cannot be made available to him/her. Teachers new to the District shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation.
- C.) Teachers will be provided computers, access to copying machines, and access to clerical personnel; and the Board will furnish such facilities and personnel to the extent that they are available and not otherwise needed in the educational program. SVEA members will be provided with newly issued technology. Employees will be expected to use reasonable care in maintaining and utilizing said equipment. At the end of employment all District-issued technology will be returned.
- D.) A teacher shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger his/her health, safety or well-being.
- E.) The Board shall provide each teacher with a separate desk, a file cabinet, and suitable closet space, one of which must be equipped with a working lock.
- F.) Adequate off-street paved parking facilities shall be provided.
- G.) A teachers' lounge, which is comfortably furnished and cleaned daily, shall be provided in each building. Teachers shall make every effort to keep the room clean and be responsible for personal effects.
- H.) The District may improve teachers' lounges as deemed feasible by the Buildings and Grounds committee in conjunction with a teachers' committee from each school.

ARTICLE XIX

EFFECT OF AGREEMENT

- A.) The parties mutually agree that the terms set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

- B.) In the event any policy, rule or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.
- C.) Should any Article, Section, or Clause of this Agreement be in conflict with any provisions of individual employment contracts, the provisions of this Agreement shall prevail.
- D.) Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, or conflict with the laws, ordinances, rules or regulations of any state legislative or administrative body, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement. The remaining Articles, Sections, or Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or Clause.
- E.) Effect of Agreement

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

The parties acknowledge that during the term of this Agreement there shall be no obligation to negotiate any matter of any nature whatsoever except as otherwise specifically provided herein and except as may be necessary to deal with a finding of invalidity of any provision of this Agreement by a court of competent jurisdiction.

ARTICLE XX

NEGOTIATIONS PROCEDURES

- A.) The Board agrees to negotiate in good faith with the Sauk Village Education Association with respect to salaries, hours, fringe benefits, conditions of employment, grievance procedures, and other matters mutually determined to be negotiable according to the Illinois Educational Labor Relations Act (IELRA).
- B.) Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, conditions of employment, grievance procedures, and other matters of mutual concern.
- C.) Negotiations shall begin no later than March 1 of the year the contract expires, unless both parties agree to an alternate date. Meetings shall be held, as necessary at times and places agreed to by both parties.

ARTICLE XXI

COMPENSATION PACKAGE

A.) Salaries

- 1.) Corrected Salary grids through 2021 through 2024 are found in Appendix A.

This agreement adds two (2%) to the base of the 2020-2021 salary schedule to create a new 2021-2022 schedule, one (1%) to the base of the 2021-2022 schedule to create a new 2022-2023 schedule , and one (1%) to the base of the 2022-2023 schedule to create a new 2023-2024 schedule.

Each bargaining unit member will move one step for each year of the contract. Retroactive pay will be provided on a separate check to all active employees as of the ratification of this contract.

- 2.) Pay for attendance at field trips which require the teacher to work longer than their regular school day shall be determined by the Board on a per trip basis prior to the field trip.

B.) Retirement Program

- 1.) **Retirement Benefit Plan.** The Board shall recognize the service of full-time teachers who have rendered a total of at least fifteen (15) full-time years of creditable service to District 168 preceding retirement, and who are eligible to receive retirement pension benefits through the regular retirement provisions of the Teachers' Retirement System of the State of Illinois.

- 2.) **Eligibility and Notice**

- a.) To be eligible, the teacher must have served satisfactorily in the District for a minimum of fifteen (15) full-time years preceding his or her retirement and retire without any Board-paid penalty under TRS ERO.
- b.) The teacher shall provide written notice to the Superintendent of his or her intention to retire and participate in the program either four (4) years, three (3) years, two (2) years, or one (1) year prior to May 1 of the year before the salary enhancements are to start. The Board shall approve the request and notify the teacher within sixty (60) days of the receipt of the notice of intention to retire, provided that all conditions of this Section are met.
- c.) The teacher's notice to the Board and the Board's subsequent action on the request shall constitute a contract by the parties to the terms

stated in the notice, which terms shall be reflected in an individual retirement agreement between the teacher and the Board. If the teacher desires to revoke his or her retirement notice, he or she must make the request in writing to the Board. The Board, at its discretion, may agree to allow the teacher to revoke the retirement. The parties agree that the salary enhancements described in Section C below are contingent on the teacher's agreement to retire per the terms of the retirement notice and that if the teacher's request to revoke the retirement agreement is granted, any salary or compensation paid to the teacher under Section C [i.e., the amounts in excess of the compensation which the teacher would have earned had he or she not submitted a notice to retire] will be repaid to the District within one hundred twenty (120) days and the teacher's earnings reports to the Illinois Teacher Retirement System (TRS) for the appropriate years will be adjusted and amended to reflect these repayments. Moreover, the teacher shall no longer be eligible to participate in the Retirement Program under this Section unless the teacher submits satisfactory evidence that the teacher's decision to revoke his or her retirement notice was due to a "life-changing event" as defined by the COBRA and approved by the Board.

- 3.) **Retirement Benefit.** A teacher who meets the eligibility requirements of Section B above will be paid a compensation increase in each of his/her last years(s) of service equal to six percent (6%) of the amount above the teacher's previous year's TRS creditable earnings (defined as all compensation paid to the teacher, including payment of extracurricular activities, stipends and retirement benefits), inclusive of step and lane movement, for a maximum of four (4) years prior to retirement (or 3, or 2, or 1 years depending on the amount of notice the teacher provides, as the case may be) so long as said benefit is permissible by state law and does not cause the District to incur a monetary penalty.

In calculating the teacher's prior school year's compensation for this benefit, the teacher's salary (which shall include only the salary schedule cell) and any activity stipend earned will be calculated separately. If, as part of the prior year's compensation, the teacher earned a stipend, he/she may continue to earn it (or another of equal value) at the contractual stipend rate. If the teacher ceases to participate in a stipend activity or earns a stipend of a lesser value, he/she may not increase his/her stipend earnings in subsequent years if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than six percent (6%). A teacher also may not earn a stipend of greater value if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than six percent (6%).

- 4.) **Retiree Insurance.** A teacher who retires after fifteen (15) years of service may elect to have the Board pay the individual (single) teacher's health insurance premium to TRS until the age of 65. In no case will the District pay more to TRS than for the cost of the premium for single coverage in the District. This benefit does not carry a right of survivorship if the retired employee dies before either of the above conditions occurs.
- 5.) **Limitations on Participation.** The District will not, under any circumstances, be responsible for any employee penalties or costs associated with retirement benefits granted under this Agreement. The parties agree that if legislation is enacted or administrative rules adopted during the life of this Agreement that adversely affects the Board's obligations or employee rights under any of the benefits set forth in this Article, then the provisions relating to such benefits are null and void, and the parties agree to meet within thirty (30) days of the passage of the legislation to renegotiate the provision and the impact on any and all employees. The parties further agree that if legislation is enacted or administrative rules adopted during the life of this Agreement to amend Section 16-158(f) of the Illinois Pension Code [40 ILCS 5/16-158(f)] (i.e., "6% penalty" provision), the parties agree to meet within thirty (30) days of the passage of the legislation to negotiate the impact of such legislation.

C.) **Extra-Curricular Schedule**

Extra duty, tutorial and committee wages will be paid every two weeks. Extra-curricular/duty stipends for teams, activities, and committees will be made in two (2) equal payments on the 2nd paycheck of December and the 2nd paycheck of May each and every school year. Each payment will include a detailed description of the payments. Any mileage reimbursement will be paid at the current IRS rate.

All applications for new extra-curricular activities, competitive or non-competitive, for any school year must be submitted by the proposed sponsoring faculty member to the Extra-Curricular Committee by September 1 of each year. All non-seasonal activities, clubs and teams must be in full effect and meeting with students by October 1 of each school year. A list of all said extra-curricular activities and sponsors/coaches and rate of pay will be provided to the Association President by October 15 of each school year.

All extra-curricular activities listed below must be approved by the administration. In order to receive payment for the extra-curricular activity, there must be a minimum of ten (10) participating students to initiate the club and maintain a minimum of five (5) students for the duration of the club. The club will be facilitated before or after school hours or during a designated duty-free lunch. It must also include direct supervision of and interaction with students until they have left the school property. All extracurricular activities will have an expected outcome. A tiered system will be used in two separate tables for all extracurricular activities:

Non-Competitive

| Tier I | Tier II | Tier III | Tier IV |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| \$1800 | \$1500 | 1100 | \$600 |
| Minimum of 7 meetings each month Full Year of activities with culminating events | Minimum of 5 meetings each month with a culminating activities. | Minimum of 3 meetings each month | Per semester Varied criteria |
| Band Director | Community Service Coordinator | Chess Club | Aviation Club |
| Year Book | Dance Club | Safety Patrol Supervisor | Environmental Club (combined green & recycling clubs) |
| Student Council | DIVA Club | HUMANITIES: Tablet Tuesdays, Fairy tales & nursery rhymes, Fables, Movie critique, Book Club, Poetry club, Art Club | Math Bowl |
| Chorus Director | Drama Club | SEL Mentoring: Girls/boys ON THE RUN, Mindfulness, Peer Mediation | Web Page Maintenance |
| | Girl Scouts | | |
| | National Junior Honors Society (NJHS) | | |
| | STEM Club: combined Maker's Space, Robotics, Engineering Designs, Coding, Game Development, Roller Coasters, Bridge Building, 3D Printing, Circuit Building, Anime, Computer Club | | |
| | | | |
| | | | |

Competitive (IESA)

| Tier I | Tier II | Tier III | Tier III |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|-------------------------------------|
| \$5000 | \$2500 | \$2000 | \$1250 |
| Responsible for the planning, coordination, and supervision of all components of the Rickover Jr. High School athletic program. | Follow IESA Guidelines | Follow IESA Guidelines | Follow IESA Guidelines |
| Athletic Director* | Girls 7 th Grade Volleyball Coach | Chess Club | Track Coach (7 th Grade) |
| | Girls 8 th Grade Volleyball Coach | Scholastic Bowl (5 th -8 th Grade) | Track Coach (8 th Grade) |
| | Boys 6 th /7 th Grade Basketball Coach | Show Choir (5 th – 8 th Grade) | Baseball |
| | Boys 8 th Grade Basketball Coach | | Softball |
| | Girls 6 th /7 th Grade Basketball Coach | | |
| | Girls 8 th Grade Basketball Coach | | |
| | Cheerleading Coach | | |

* The Athletic Director shall be required to hold a General Administration license (Type 75) and must coordinate with building administration for attendance at least fifty percent (50%) of athletic events.

- Detentions/Saturday school will be paid at \$35.00 an hour for the length of the contract.
- Tutorials will be paid at \$35.00 an hour for the length of the contract.
- School level after school committee meetings (for example, school leadership team (SLT) will be paid at \$35.00 an hour for the length of the contract. Compensation for committee participation will only be made so long as that bargaining unit member is not otherwise being compensated for participation as part of a stipend club/activity or participating for Domain 4 evaluation credit. Participation in any compensated committee meeting must be pre-approved by the appropriate administrator.
- Bargaining unit members who are assigned to organize, plan, perform and close out a District event (which may include, but are not limited to events such as, Black History Month program, Hispanic Heritage Month program, Cinco de Mayo, Multicultural Program, Community Fest, Back to School Bash, Traditions, Math Night and Literacy Night) will be compensate at \$25.00 per hour for preparation, organization and planning an event and \$30.00 per hour for working an event for the length of the contract. Compensation for work will only be made so long as that bargaining unit member is not otherwise being compensated for participation as part of a stipend club/activity or participating for Domain 4

evaluation credit. Compensated participation in any event must be pre-approved by the appropriate administrator.

- Each building will have a maximum of six (6) certified staff for the purpose of covering student lunch periods. Each lunch period covered by certified staff will be paid at \$17.50.

D.) **Insurance**

1.) **Health**

- a.) The Board shall pay up to eight thousand five hundred (\$8,500.00) per school year toward major medical premiums for individual participants. Reimbursement for retroactive premium payment will reduce the active employee's contributions for the remaining pay periods of 2021-2022 school year, if possible. If the reimbursement exceeds the remaining contributions, payment of the difference will be provided on a separate check to all active employees as of the ratification of this contract.
- b.) The Board and SVEA shall establish a joint insurance committee that shall be charged with the further investigation of insurance policy and benefit options. This committee shall make its recommendations to the Board and the SVEA executive committee annually by February 1. It is intent of the parties that the insurance committee recommendations shall maintain the benefit structure of the current policy without exceeding the insurance cap set forth in this agreement for the duration of this Agreement.

Should the Affordable Care Act affect the integrity of the Health Insurance benefit options, then the parties agree to meet within twenty (20) working days to discuss possible implications and changes to the current plans.

- c.) The Board shall pay the following amounts toward individual dental insurance, respectively:

| | |
|------------------|----------|
| Current contract | \$500.00 |
|------------------|----------|

- d.) The Board shall pay single or family vision coverage for those employees not participating in medical health insurance.
- e.) The specific provisions of Article 20.E notwithstanding, the parties agree to enter into collective negotiations in the event of passage of federal or state mandatory health care coverage legislation. Also, should the above-mentioned insurance committee so recommend to the Board and the Executive Committee of the SVEA, negotiations regarding insurance carrier, policies, and specifications shall

commence no later than thirty days prior to the anniversary date of current insurance policy contracts.

2.) **Life Insurance**

The District will pay the total cost of fifty thousand dollars (\$50,000.00) life insurance for each teacher.

E.) **Advanced Education**

- 1.) The Superintendent of Schools, as in the interest of the School District, must approve all hours/courses in advance for said hours to count for purposes of lane advancement and degrees.
- 2.) Board shall establish a fund of twenty-five thousand dollars (\$25,000.00) for each of the current contract school years for tuition reimbursement.

Any teacher who obtains the written approval of the Superintendent or his/her designee for graduate course work shall be entitled to receive reimbursement for actual tuition costs not to exceed a maximum of three hundred (\$300.00) per semester hour, provided that the teacher receives a grade of "C" or better, and further subject to the provisions set forth below.

Teachers requesting reimbursement must submit official transcripts for the same between September 1 and September 30 of the school year following completion of the graduate course work or after the summer of completion of the 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 School District 168 the September following completion of their course work.

From the fund designated by the Board, if all requests for reimbursements do not exceed twenty-five thousand dollars (\$25,000.00) at three hundred dollars (\$300.00) per semester hour, then and only then shall all teachers submitting reimbursement requests receive the actual cost of tuition per semester hour. If, however, the sum total of reimbursement requests exceeds twenty-five thousand dollars (\$25,000.00), then all teachers will receive a proportionate share of their actual cost provided the entire reimbursement does not exceed twenty-five thousand dollars (\$25,000.00). However, no one teacher shall receive more than Three Thousand Six Hundred Dollars (\$3600) in any fiscal year in reimbursement under this provision.

- 3.) For teachers to qualify for lane advancements in excess of the MA Lane, hours in excess of the master's degree shall generally be graduate credit hours, and pre-approved by the Superintendent.

- 4.) Should an employee who receives reimbursement under this provision leave the employ of the school district within five (5) years or less of receiving such reimbursement, he/she shall be required to reimburse the school district for all or part of that reimbursement according to the following schedule:

| | |
|--------------------|------|
| 1 year or less | 100% |
| 1 year to 2 years | 75% |
| 2 years to 3 years | 50% |
| 3 years to 4 years | 25% |
| 4 years to 5 years | 10% |

F.) **Other**

- 1.) By virtue of the authority granted by the Pension Reform Act of 1974 and subject to the limitations imposed thereby, the Board of Education agrees as follows:
- a.) To pick-up and pay to the Teachers' Retirement System of the State of Illinois, towards the "members contribution" specified by Chapter 108-1/2, Ill.Rev.Stat., Section 152, eight percent (8%) of the amount each teacher would otherwise receive on the respective salary schedule.
 - b.) Beginning with the first appropriate pay period following settlement of the contract, the Board will withhold an amount equivalent to the amount which it would have withheld and remitted to Internal Revenue Service in the absence of the treatment of the amounts specified in Paragraph (a) of this Section as deferred income. This amount shall be withheld until such time as an opinion is received by the Board from an appropriate Treasury Department official stating that the program established by this Section is either approved or disapproved as a method of deferring taxation of income under the Internal Revenue Code.
 - c.) In the event that an opinion is received which approves the program, the Board shall immediately return to each teacher all monies withheld pursuant to Paragraph (b) of this Section.
 - d.) In the event that an opinion is received which disapproves the program established by this Section, the Board will be relieved of all obligations to comply with the above Sections and all salary amount actually paid to teachers will be reported as taxable income to the Internal Revenue Service on Form W-2 for the appropriate tax year.

- e.) The procedure specified above will be applied to all members of the bargaining unit currently contributing to the Teachers' Retirement System of the State of Illinois.
 - f.) Should a court of competent jurisdiction declare any of the above illegal, the affected paragraph shall be unenforceable.
- 2.) Permission will be granted by the Board to join a credit union with payroll deductions. The procedures must be submitted to the Board for approval. Payments by the District to a teacher's annuity fund/credit union shall be forwarded each payroll period, if possible, for the Township Treasurer's office to implement, if the agencies will bill every payroll period instead of monthly for annuity funds.
 - 3.) **General Limitation on Compensation Increases.** Notwithstanding anything to the contrary in this Agreement, the parties agree that any teacher who is within four (4) years of being eligible for either early or regular retirement under the Illinois Pension Code shall not be eligible for any additional compensation which cause the teacher to exceed a six percent (6%) increase in TRS creditable earnings from the prior year's salary due to lane, step, extra-curricular or extra-duty assignment.
 - 4.) **Pension Cost Shift Meeting.** Should the District's required contribution to the Teacher Retirement System of the State of Illinois be increased by more than five percent (5%) over the previous year at any time during the duration of this Agreement, the District and Association agree to meet to discuss the financial obligations of the Agreement and discuss the impact of the increase.

ARTICLE XXII

DURATION

This Agreement shall be effective on the date of its execution the 1st day of August 2021 and shall continue in effect until July 31, 2024.

President, Board of Education
School District No. 168

Chief Negotiator, Sauk Village
Education Association

Secretary, Board of Education
School District No. 168

Secretary, Sauk Village
Education Association

Appendix A
2021-2022
ONE STEP MOVEMENT + 2%

| Year 2022 | BA | BA +9 | BA+18 | MA | MA +15 | MA+30 |
|-----------|--------|--------|--------|--------|---------|---------|
| STEP 1 | 44,608 | 44,845 | 45,084 | 48,640 | 50,176 | 52,304 |
| STEP 2 | 45,154 | 45,392 | 46,267 | 49,968 | 51,562 | 53,777 |
| STEP 3 | 45,565 | 45,821 | 47,362 | 51,199 | 52,854 | 55,153 |
| STEP 4 | 46,053 | 46,986 | 48,590 | 52,579 | 54,301 | 56,692 |
| STEP 5 | 46,747 | 47,709 | 49,358 | 53,469 | 55,243 | 57,704 |
| STEP 6 | 47,441 | 48,432 | 50,132 | 54,365 | 56,193 | 58,727 |
| STEP 7 | 48,715 | 49,708 | 51,405 | 55,745 | 57,574 | 60,109 |
| STEP 8 | 49,988 | 50,981 | 52,681 | 57,127 | 58,954 | 61,488 |
| STEP 9 | 51,264 | 52,256 | 53,954 | 58,507 | 60,334 | 62,869 |
| STEP 10 | 52,646 | 53,636 | 55,336 | 60,029 | 61,858 | 64,393 |
| STEP 11 | 54,025 | 55,018 | 56,717 | 61,553 | 63,380 | 65,913 |
| STEP 12 | 55,405 | 56,398 | 58,096 | 63,075 | 64,903 | 67,437 |
| STEP 13 | 56,787 | 57,778 | 59,478 | 64,598 | 66,422 | 68,957 |
| STEP 14 | 58,168 | 59,160 | 60,857 | 66,119 | 67,946 | 70,480 |
| STEP 15 | 59,549 | 60,540 | 62,237 | 67,640 | 69,468 | 72,005 |
| STEP 16 | 61,069 | 62,062 | 63,761 | 69,270 | 71,096 | 73,632 |
| STEP 17 | 62,593 | 63,583 | 65,285 | 70,898 | 72,726 | 75,261 |
| STEP 18 | 64,115 | 65,108 | 66,805 | 72,526 | 74,354 | 76,890 |
| STEP 19 | | 66,628 | 68,330 | 74,157 | 75,982 | 78,519 |
| STEP 20 | | 68,153 | 69,850 | 75,785 | 77,611 | 80,147 |
| STEP 21 | | | 71,479 | 77,554 | 79,380 | 81,916 |
| STEP 22 | | | 72,752 | 79,325 | 81,152 | 83,687 |
| STEP 23 | | | 74,737 | 81,094 | 82,922 | 85,457 |
| STEP 24 | | | 76,364 | 82,864 | 84,692 | 87,228 |
| STEP 25 | | | 76,653 | 84,636 | 86,463 | 88,997 |
| STEP 26 | | | 78,392 | 86,547 | 88,374 | 90,909 |
| STEP 27 | | | 80,131 | 88,458 | 90,285 | 92,821 |
| STEP 28 | | | | 90,371 | 92,197 | 94,733 |
| STEP 29 | | | | 92,283 | 94,109 | 96,645 |
| STEP 30 | | | | 94,195 | 96,021 | 98,558 |
| STEP 31 | | | | | 98,075 | 100,610 |
| STEP 32 | | | | | 100,127 | 102,663 |
| STEP 33 | | | | | 102,181 | 104,715 |
| STEP 34 | | | | | 104,235 | 106,771 |
| STEP 35 | | | | | 106,288 | 108,824 |
| STEP 36 | | | | | | 111,017 |
| STEP 37 | | | | | | 113,211 |
| STEP 38 | | | | | | |

Upon initial or returning employment in the District, the new hire will not be placed on the salary schedule in a position that is higher in salary than any current bargaining unit member with the same years of experience and education.

2022-2023
ONE STEP MOVEMENT + 1%

| Year 2023 | BA | BA +9 | BA+18 | MA | MA +15 | MA+30 |
|-----------|--------|--------|--------|--------|---------|---------|
| STEP 1 | 45,054 | 45,294 | 45,535 | 49,126 | 50,678 | 52,827 |
| STEP 2 | 45,606 | 45,846 | 46,730 | 50,467 | 52,078 | 54,315 |
| STEP 3 | 46,021 | 46,280 | 47,835 | 51,711 | 53,383 | 55,705 |
| STEP 4 | 46,514 | 47,456 | 49,076 | 53,105 | 54,844 | 57,259 |
| STEP 5 | 47,214 | 48,187 | 49,851 | 54,004 | 55,796 | 58,282 |
| STEP 6 | 47,916 | 48,916 | 50,633 | 54,909 | 56,755 | 59,314 |
| STEP 7 | 49,202 | 50,205 | 51,919 | 56,302 | 58,150 | 60,710 |
| STEP 8 | 50,488 | 51,490 | 53,208 | 57,698 | 59,543 | 62,103 |
| STEP 9 | 51,777 | 52,778 | 54,493 | 59,092 | 60,937 | 63,497 |
| STEP 10 | 53,173 | 54,172 | 55,889 | 60,629 | 62,476 | 65,037 |
| STEP 11 | 54,566 | 55,568 | 57,284 | 62,168 | 64,014 | 66,573 |
| STEP 12 | 55,959 | 56,962 | 58,677 | 63,706 | 65,552 | 68,112 |
| STEP 13 | 57,355 | 58,356 | 60,073 | 65,244 | 67,087 | 69,647 |
| STEP 14 | 58,749 | 59,752 | 61,466 | 66,781 | 68,626 | 71,185 |
| STEP 15 | 60,144 | 61,145 | 62,860 | 68,317 | 70,163 | 72,725 |
| STEP 16 | 61,680 | 62,683 | 64,399 | 69,963 | 71,807 | 74,368 |
| STEP 17 | 63,219 | 64,219 | 65,938 | 71,607 | 73,453 | 76,013 |
| STEP 18 | 64,756 | 65,759 | 67,473 | 73,251 | 75,097 | 77,659 |
| STEP 19 | | 67,295 | 69,013 | 74,899 | 76,742 | 79,304 |
| STEP 20 | | 68,835 | 70,548 | 76,543 | 78,387 | 80,948 |
| STEP 21 | | | 72,193 | 78,329 | 80,174 | 82,735 |
| STEP 22 | | | 73,479 | 80,119 | 81,964 | 84,524 |
| STEP 23 | | | 75,485 | 81,905 | 83,751 | 86,311 |
| STEP 24 | | | 77,128 | 83,692 | 85,539 | 88,101 |
| STEP 25 | | | 77,420 | 85,482 | 87,328 | 89,887 |
| STEP 26 | | | 79,176 | 87,412 | 89,258 | 91,818 |
| STEP 27 | | | 80,933 | 89,343 | 91,188 | 93,749 |
| STEP 28 | | | | 91,275 | 93,119 | 95,680 |
| STEP 29 | | | | 93,206 | 95,050 | 97,611 |
| STEP 30 | | | | 95,137 | 96,981 | 99,543 |
| STEP 31 | | | | | 99,056 | 101,616 |
| STEP 32 | | | | | 101,129 | 103,690 |
| STEP 33 | | | | | 103,202 | 105,762 |
| STEP 34 | | | | | 105,277 | 107,838 |
| STEP 35 | | | | | 107,351 | 109,912 |
| STEP 36 | | | | | | 112,127 |
| STEP 37 | | | | | | 114,343 |
| STEP 38 | | | | | | |

Upon initial or returning employment in the District, the new hire will not be placed on the salary schedule in a position that is higher in salary than any current bargaining unit member with the same years of experience and education.

2023-2024
ONE STEP MOVEMENT + 1%

| Year 2024 | BA | BA +9 | BA+18 | MA | MA +15 | MA+30 |
|-----------|--------|--------|--------|--------|---------|---------|
| STEP 1 | 45,504 | 45,747 | 45,990 | 49,617 | 51,184 | 53,355 |
| STEP 2 | 46,062 | 46,304 | 47,197 | 50,972 | 52,598 | 54,858 |
| STEP 3 | 46,481 | 46,742 | 48,314 | 52,228 | 53,917 | 56,262 |
| STEP 4 | 46,979 | 47,931 | 49,566 | 53,636 | 55,392 | 57,831 |
| STEP 5 | 47,686 | 48,668 | 50,350 | 54,544 | 56,354 | 58,864 |
| STEP 6 | 48,395 | 49,405 | 51,140 | 55,458 | 57,322 | 59,907 |
| STEP 7 | 49,694 | 50,707 | 52,438 | 56,866 | 58,731 | 61,317 |
| STEP 8 | 50,993 | 52,005 | 53,740 | 58,275 | 60,139 | 62,724 |
| STEP 9 | 52,295 | 53,306 | 55,038 | 59,683 | 61,547 | 64,132 |
| STEP 10 | 53,704 | 54,714 | 56,448 | 61,236 | 63,101 | 65,687 |
| STEP 11 | 55,111 | 56,124 | 57,857 | 62,790 | 64,654 | 67,238 |
| STEP 12 | 56,519 | 57,531 | 59,264 | 64,343 | 66,207 | 68,793 |
| STEP 13 | 57,929 | 58,939 | 60,674 | 65,896 | 67,757 | 70,343 |
| STEP 14 | 59,337 | 60,349 | 62,081 | 67,448 | 69,312 | 71,897 |
| STEP 15 | 60,746 | 61,757 | 63,488 | 69,000 | 70,864 | 73,452 |
| STEP 16 | 62,297 | 63,309 | 65,043 | 70,663 | 72,525 | 75,112 |
| STEP 17 | 63,851 | 64,861 | 66,597 | 72,323 | 74,188 | 76,773 |
| STEP 18 | 65,404 | 66,416 | 68,148 | 73,984 | 75,848 | 78,435 |
| STEP 19 | | 67,968 | 69,703 | 75,648 | 77,509 | 80,097 |
| STEP 20 | | 69,523 | 71,254 | 77,308 | 79,171 | 81,757 |
| STEP 21 | | | 72,915 | 79,112 | 80,976 | 83,563 |
| STEP 22 | | | 74,214 | 80,920 | 82,783 | 85,369 |
| STEP 23 | | | 76,240 | 82,724 | 84,589 | 87,174 |
| STEP 24 | | | 77,899 | 84,529 | 86,394 | 88,982 |
| STEP 25 | | | 78,194 | 86,337 | 88,201 | 90,786 |
| STEP 26 | | | 79,968 | 88,287 | 90,150 | 92,736 |
| STEP 27 | | | 81,742 | 90,236 | 92,100 | 94,687 |
| STEP 28 | | | | 92,187 | 94,050 | 96,637 |
| STEP 29 | | | | 94,138 | 96,001 | 98,588 |
| STEP 30 | | | | 96,088 | 97,951 | 100,539 |
| STEP 31 | | | | | 100,046 | 102,632 |
| STEP 32 | | | | | 102,140 | 104,727 |
| STEP 33 | | | | | 104,234 | 106,820 |
| STEP 34 | | | | | 106,330 | 108,917 |
| STEP 35 | | | | | 108,424 | 111,011 |
| STEP 36 | | | | | | 113,248 |
| STEP 37 | | | | | | 115,486 |
| STEP 38 | | | | | | |

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