

PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

SCHOOL BOARD #158

AND

LANSING EDUCATION ASSOCIATION

2022-2027

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PROFESSIONAL NEGOTIATIONS AGREEMENT 2022-2027

RECOGNITION CLAUSE

This agreement made and entered into and between the Board of Education, School District 158, Lansing, Cook County, Illinois, hereinafter referred to as the “Board” and the Lansing Education Association, affiliated with the Illinois Education Association and the National Educational Association, hereinafter referred to as the “Association.” The parties hereby agree and bind themselves to the following provisions of this agreement. The Board recognizes the Association as the sole and exclusive bargaining representative for regularly employed full time and part time certified employees excluding supervisors (including but not limited to the Superintendent, Assistant Superintendent, Principal, Assistant Principal, Administrative Assistant, Special Education Director), managerial, and confidential employees as defined by the Illinois Educational Labor Relations Act.

The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement. The Board further agrees not to negotiate with any teacher individually or collectively for the duration of this Agreement.

ARTICLE I SCOPE OF AUTHORITY

1.1 Scope of Board's Authority

The Association recognizes:

- A. That the Board has full authority and responsibility under the laws of the State of Illinois for making decisions as to employment, tenure, or discharge of any of its employees, as to Administration of the school system, and as to the maintenance and expansion of the school facilities.
- B. That in the operation of the schools, the Board is guided by policies, regulations and accrediting of schools as promulgated by the Illinois State Superintendent of Education and the laws and constitutions of the State of Illinois and of the United States.
- C. The Board's right to direct and administer the operation of the schools through the Superintendent of Schools and his/her assistant.
- D. It is agreed that the faculty handbook shall be posted on the school district's website. A hard copy of the handbook will be provided to all new employees.

It is further agreed that there shall be an up-to-date policy manual in each attendance center office and a copy shall be supplied to the President of the Association and posted on the District website. In addition, the Board shall provide the President of the Association with an electronic version of all proposed Board policy changes within ten (10) days after they are introduced at the Board meeting.

1.2 Scope of Objectives

The Board and the Association recognize:

- A. That teaching is a profession requiring specified educational qualifications.
- B. The success of the education program in the District will be enhanced by the maximum utilization of the abilities of the teachers who are reasonably well satisfied with the conditions under which their services are rendered.

ARTICLE II SCOPE OF AGREEMENT

2.1 Board

This Agreement and its provisions shall be deemed the policy of the Board and supersede any Board policy that is presently to the contrary. Nothing herein provided shall serve to remove from the members of the negotiating unit, hereinafter defined, any advantageous working conditions, economic benefits, or professional rights presently enjoyed under the current Board policy and not treated within this contract, nor are responsibilities and

obligations of the members of the negotiating unit, under current Board policy, altered, except as specified under this Agreement. Except as herein provided, the Board reserves the right to amend its policies, other than as contained in this Agreement, from time to time as deemed necessary.

ARTICLE III PROFESSIONAL RECOGNITION

3.1 Recognition

- A. The Board of Education of Lansing School District 158, Cook County, Illinois, hereinafter “Employer” or “District” hereby recognized the Lansing Education Association/IEA-NEA, hereinafter the “Association” as the sole and exclusive bargaining representative for all regularly employed certificated or professional, non-supervisory personnel whether under contract, either verbal or written, or on leave. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Assistant Superintendents, Principals, and Business Manager, persons hired in positions created which are confidential, supervisory, or managerial within the meaning of the Illinois Education Employee Labor Relations Act, and all other positions that do not require an appropriate State of Illinois teaching certificate. The term “bargaining unit member,” teacher, or employee(s) when used hereinafter in the Agreement shall refer to all employees represented by the Lansing Educational Association/IEA- NEA in the bargaining unit as above defined. The term “Employer” or “District” when used hereinafter in the Agreement shall refer to the Board of Education or its Administrative agents.

- B. No agreement, understanding, consideration, or interpretation which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the Employer or any of the Employer’s agents or representatives, unless it has been made, ratified, and agreed to in writing by the Employer and the Association. Any such agreement shall not constitute a precedent in the future enforcement of any of the terms contained herein. The Employer agrees not to negotiate with or recognize any employee individually, or any employee’s organization other than the Lansing Education Association/IEA-NEA for the duration of this agreement.

3.2 Negotiations Procedure

- A. The parties shall commence bargaining for a successor agreement on or before April 15th of the year in which the contract expires and shall bargain as per the Illinois Educational Labor Relations Act and its Rules and Regulations.

- B. It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence

discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

ARTICLE IV BASIC CLASSROOM SALARIES

4.1 Insurance Benefits

A. The Board shall provide a comprehensive health insurance plan for each teacher employed. The plan shall include a PPO option. The plan shall provide the insurance benefits set forth in the Lansing School District 158 Employee Health and Dental Benefit Booklet/Plan Document for 2022-2023. No additional remuneration for those opting for single coverage.

Employees will have the option to choose one of the following coverages:

- Employee only
- Employee plus spouse or employee plus child/children
- Family

Health insurance premiums shall be paid as follows:

PPO Option

Teachers who elect this option shall pay the amounts listed in the table below toward the premium for such coverage. The Board shall pay the balance of said premiums.

PPO Coverage	2022-23	2023-24	2024-25	2025-26	2026-27
Employee Only	\$673 (\$25.88 per paycheck)	\$758 (\$29.15 per paycheck)	\$853 (\$32.79 per paycheck)	\$938 (\$36.07 per paycheck)	\$1032 (\$39.68 per paycheck)
Employee Plus Spouse or Child(ren)	\$1,204 (\$46.31 per paycheck)	\$1,355 (\$52.10 per paycheck)	\$1,524 (\$58.61 per paycheck)	\$1,676 (\$64.47 per paycheck)	\$1,844 (70.92 per paycheck)
Family	\$1,852 (\$71.23 per paycheck)	\$2,084 (\$80.15 per paycheck)	\$2,344 (\$90.17 per paycheck)	\$2,579 (\$99.18 per paycheck)	\$2,837 (\$109.10 per paycheck)

Insurance premiums will be deducted equally beginning with the first paycheck of the school year and concluding with the final check of the school year.

B. The Board shall provide vision care benefits as a part of the District’s existing self-funded health insurance program, including employee only, employee plus

spouse or employee plus child/children, and family coverage levels. Benefits shall be listed in the insurance booklet.

- C. The Board shall pay the full cost for a fifty thousand dollar (\$50,000.00) life insurance policy per teacher.
- D. The Board shall provide a dental plan for each teacher employed, and teachers who elect this employee only coverage shall pay and otherwise be responsible for \$169 annually (\$6.50 per paycheck) toward the monthly premium for such coverage for the length of this contract. The teacher may purchase employee plus spouse, employee plus child/children, or family coverage in addition to the single plan. Annual premiums will be posted on the District 158 website under 'Teacher Resources'. The Board shall continue to provide the existing dental insurance benefits provided under the Lansing School District 158 Employee Health and Dental Benefit Booklet/Plan Document for 2022-2023.

Insurance premiums will be deducted equally beginning with the first paycheck of the school year and concluding with the final check of the school year.

- E. Optional Flexible Spending Account: the Board will fund the cost of administrating, not to exceed sixty dollars (\$60.00) per year, for any teacher who elects to participate in a Flexible Spending Account (FSA).

4.2 Insurance Advisory Committee

- A. An insurance advisory committee consisting of equal members will be appointed by the Superintendent and the Association.
- B. This group will establish a regular meeting schedule not less than twice a year. The purpose of the committee is to study and advise the Administration and the Association regarding insurance coverage and possible changes that may affect members of the bargaining group (e.g. health, major medical, life, dental, etc.).
- C. All recommendations of this committee shall be forwarded to the Board and the Association in writing for consideration for adoption in subsequent negotiations.

4.3 Board Paid Retirement

The teachers' normal required annual contributions to the Illinois Teachers' Retirement System (TRS) for salary paid under Section 4.4 and Section 5.4 are included in those salaries. For extra-duty stipends, in addition to any extra-duty stipends, the Board will pick up and pay employees' normal required annual contributions to TRS, up to a maximum of 9.0% of the employee's TRS-creditable earnings, in accordance with Section 4.14 (h) of the Internal Revenue Code, as amended.

4.4 Salary

A. New Hires

A teacher new to the District will be placed at a salary equal to the appropriate Starting BA or Starting MA salary listed in sub-section B. below, plus one of the following additional amounts, if applicable at their date of hire:

- An additional \$1,000 will be added to the base salary for those having earned 10 semester hours of approved coursework beyond his/her Bachelor's Degree;
- An additional \$1,500 will be added to the base salary for those having earned 20 semester hours of approved coursework beyond his/her Bachelor's Degree;
- An additional \$1500 will be added to the base salary for those having earned 10 semester hours of approved coursework beyond his/her Master's Degree;
- An additional \$2,000 will be added to the base salary for those having earned 20 semester hours of approved coursework beyond his/her Master's Degree;
- or,
- An additional \$2500 will be added to the base salary for those having earned 30 semester hours of approved coursework beyond his/her Master's Degree.

In addition, a teacher new to the District may be compensated for up to seven (7) years of prior experience, but the new hire will not be compensated with a salary that is higher than any current bargaining unit member with the same years of experience and education. Their initial base salary (which includes adjustments) will be increased at the rate of 1.5% over the applicable starting salary for each year of experience.

B. Starting Salaries

The Starting BA and Starting MA salaries are as follows, and shall increase each school year by 2.5%, as follows:

	2022-23	2023-24	2024-35	2025-26	2026-27
Starting BA	\$47,705	\$48,898	\$50,120	\$51,373	\$52,657
Starting MA	\$51,922	\$53,220	\$54,550	\$55,914	\$57,312

C. Current Employees' Salaries

Salary increases shall be based upon the teacher's base salary of the prior school year. Each teacher in the bargaining unit shall receive a salary increase equal to:

2022-23	5% over previous year's base salary
2023-24	4.75% over previous year's base salary
2024-25	4.50% over previous year's base salary
2025-26	5% over previous year's base salary
2026-27	5% over previous year's base salary

A teacher must actually teach or otherwise be present and participating in the District's educational program for 120 days or more in order to receive any increase in his or her compensation in the following school year. Days of leave under the federal Family Medical Leave Act that a teacher is required to take until the end of the school year shall be considered days of teaching or participation in the District's educational program.

D. National Board Certification (NBCT) Licensure

1. Teachers who obtain National Board Certified Teacher (NBCT) licensure through the National Board for Professional Teaching Standards (NBPTS) during the term of this Agreement; Teachers who have a current, active NBCT license as of the date that this Agreement is fully executed; and Teachers who are hired during the term of this Agreement and have a current, active NBCT license on their date of hire will receive a base salary increase of \$2,500.00. This base salary increase will be paid in the same manner, and within the same timeline, as increases given for a Teacher's receipt of a master's degree upon submission of written verification of such certification satisfactory to the Board.
2. For Teachers who have not previously applied for NBCT licensure and who begin the NBCT licensure process after the date that this Agreement is fully executed:
 - a. The Board will reimburse the non-refundable registration fee (currently \$75.00), for the first time that this fee is paid.
 - b. The Board will reimburse the candidate fee (currently \$1,900.00) of Teachers who apply for the Illinois National Board First Time Candidate Fee Subsidy for such fee but are not approved to receive same, for the first time that this fee is paid.

Reimbursement of said registration fee and/or candidate fee will be made upon the Teacher obtaining NBCT licensure. No other reimbursements of said registration fee and/or candidate fee will be made. Teachers shall be solely, responsible for the payment of all advanced or retake registration fees and/or candidate fees, and for all other fees costs and expenses associated with NBCT licensure.

A teacher who has not previously applied for NBCT licensure and who begins the NBCT licensure process after the date that this Agreement is fully executed must notify the Board in writing of their intent to apply for NBCT licensure by no later than June 1, 2027. Teachers who

provide such notice and are approved by the Board to apply for NBCT licensure pursuant to this Agreement shall apply for such licensure no later than the end of the first semester beginning after their receipt of such approval. Teachers who are so approved and who timely apply for NBCT licensure shall be eligible to receive the benefit and reimbursements set forth in this sub-section irrespective of its subsequent expiration, termination, or modification.

E. Licensed Clinical Social Worker (LCSW) Licensure

1. Social workers who obtain Licensed Clinical Social Worker (LCSW) licensure) through Association of Social Work Boards (ASWB) during the term of this Agreement; social workers who have a current, active LCSW license as of the date that this Agreement is fully executed; and social workers who are hired during the term of this Agreement and have a current, active LCSW license on their date of hire will receive a base salary increase of \$2,500.00. This base salary increase will be paid in the same manner, and within the same timeline, as increases given for a Teacher's receipt of a master's degree upon submission of written verification of such licensure satisfactory to the Board.
2. For social workers who have not previously applied for LCSW licensure and who begin the LCSW licensure process after the date that this Agreement is fully executed:
 - a. The Board will reimburse the non-refundable candidate fee (currently \$50.00) for the first time that this fee is paid.
 - b. The Board will reimburse the registration to test fee (currently \$260.00) for the first time that this fee is paid.

Reimbursement candidate fee and/or registration to test fee will be made upon the social worker obtaining LCSW licensure. No other reimbursements of said registration fee and/or candidate fee will be made. Social workers shall be solely, responsible for the payment of all advanced or retake registration fees and/or candidate fees, and for all other fees costs and expenses associated with LCSW licensure.

A social worker who has not previously applied for LCSW licensure and who begins the LCSW licensure process after the date that this Agreement is fully executed must notify the Board in writing of their intent to apply for LCSW licensure by no later than June 1, 2027. Social workers who provide such notice and are approved by the Board to apply for LCSW licensure pursuant to this Agreement shall apply for such licensure no later than the end of the first semester beginning after their receipt of such approval. Social workers who are so approved and who timely apply for LCSW licensure shall be eligible to receive the benefit and reimbursements set forth in this sub-section irrespective of its subsequent expiration, termination, or modification.

F. Educational Attainment Salary Adjustments

In addition, commencing with the 2022-2023 school year, each teacher in the bargaining unit shall receive a salary adjustment (added to their base salary) for educational attainment as follows:

An additional \$1,000 when a teacher with a Bachelor's Degree successfully completes ten (10) semester hours of approved coursework, and an additional \$1000 when a teacher with a Bachelor's degree successfully completes twenty (20) semester hours of approved coursework.

A one-time, \$2500 adjustment shall be made when a teacher successfully completes approved coursework resulting in a Master's Degree.

An adjustment of \$2,000 will be made each time a teacher with a Master's Degree successfully completes ten (10) semester hours of approved coursework, up to a maximum of thirty (30) hours of approved coursework.

To receive a salary adjustment, the teacher must complete the approved coursework after October 1, 2021, and submit a certified transcript to the Superintendent for such approved coursework on or before October 1 of the school year in which the salary adjustment will become effective.

Should a salary adjustment cause a teacher's salary to be higher than the salary of the highest paid teacher with the same years of experience and same level of education attainment in the year that the adjustment is paid, then both teachers will receive the higher rate of pay.

G. Notification to the Association

By November 1 of each contractual year, a list including all teachers and their current salaries, educational level, date of hire, and years of experience will be provided to the LEA president by the Superintendent. Any adjustments due to educational attainments will be highlighted.

Each employee will receive an electronic salary notification no later than one week following the first pay date of each school year. The letter will include the employee's previous year's salary, the percentage increase and any educational attainments. Should the employee disagree with the listed amount, then said employee will notify the business office within 10 working days.

ARTICLE V DIFFERENTIAL SALARY BENEFITS

5.1 Differential Pay

	FY23	FY25	FY27
Memorial Junior High	3%	3%	3%
	Increase	Increase	Increase
Basketball Coach, boys (2)	2,979	3,068	3160
Basketball Coach, boys grade 6 (1)	1,996	2,056	2118
Basketball Coach, girls (2)	2,979	3,068	3160
Volleyball Coach, girls (2)	2,979	3,068	3160
Volleyball Coach, boys (2)	2,979	3,068	3160
Cross Country girls (1)	1,497	1,542	1588
Cross Country boys (1)	1,497	1,542	1588
Track Coach, boys (2)	1,996	2,056	2118
Track Coach, girls (2)	1,996	2,056	2118
Baseball Coach, boys (2)	1,497	1,542	1588
Softball Coach, girls (2)	1,497	1,542	1588
Cheerleading Sponsor, grade 8	1,134	1,168	1203
Cheerleading Sponsor, grade 7	1,134	1,168	1203
Cheerleading Sponsor, grade 6	744	766	789
Pompon Sponsor, if (1)	1,585	1,633	1682
Pompon Sponsor, if (2)	906	933	961
Speech Coach	927	955	983
Soccer Coach (2)	695	716	737
Scholastic Bowl Coach	927	955	983
Bowling Coach	927	955	983
Chess Coach	1,392	1,434	1477
Art Fair Presenter	927	955	983
Dramatics Director, per play (3 plays)	1,506	1,551	1598
Dramatics Asst., per play (3 plays)	946	974	1004
Music Director, per play	1,166	1,201	1237
Yearbook Sponsor	2,979	3,068	3160
Band Director	3,716	3,827	3942
Jazz Band Director	3,123	3,217	3313
Choral Director	1,846	1,901	1958
Choral Accompanist (38 classes)	1,486	1,531	1576
Student Council Sponsor, if (1)	1,342	1,382	1424
Student Council Sponsor, if (2)	899	926	954
Department Chairs (5)	678	698	719
Team Leader (7)	1,342	1,382	1424
Science Fair Organizers (7)	175	180	186
State Science Fair Chairperson (1)	229	236	243
National Junior Honor Society, if (1)	678	698	719
National Junior Honor Society, if (2)	444	457	471
Newspaper Sponsor (6 issues maximum)	209	215	222

	FY23	FY25	FY27
5.1 Elementary Schools	3% Increase	3% Increase	3% Increase
Grade Leaders (one per grade per bldg.)	624	643	662
Special Education Department Leader (one per building)	624	643	662
Intramural Director (1)	1,102	1135	1169
Intramural Asst. (one per building)	274	282	291
Field Day Director	755	778	801
Patrol Supervisors (one per building)	325	335	345
Lunch Monitor Supervisor (one per building)	325	335	345
Science Fair (4)	125	129	133
5th Grade Basketball Coach (2 per bldg.)	624	643	662

	FY23	FY25	FY27
All Schools	3% Increase	3% Increase	3% Increase
Before/After school Supervisor/Chaperones, per hour	29	30	31
After School Training Sessions, per hour	29	30	31
Technology Coordinator, per hr. (4.5) (Max. 95 hrs.)	40	41	42
Facilitators of programs, per hour	44	45	47
Teacher in-service presenters	32	33	34
Orientation Day Stipend/new Teachers	143	147	152
Jamboree Coordinators (4) (one (1) teacher at each building)	187	193	198
Planning Time/Internal Substitutions per Class	31	32	33
Lunch Supervision (per hour)	29	30	31
Club Sponsor –as approved by Admin.	410	422	435
Video Studio	1,160	1195	1231
Social Worker Dept. Leader (one per district)	624	643	662
Homebound Educator, per hour	38	39	40
RTI/PBIS/Rising stars Team Members	123	127	130

- A. All teachers receiving compensation for fall, winter, and full school year positions on the differential scale will receive one-half of their compensation for their position(s) by separate check on the last regular pay date before the winter break and the remaining half on the last regular teacher attendance day with a breakdown for each extra duty. All teachers receiving compensation for spring positions on the differential scale will receive full and final compensation for their position(s) by check with a breakdown on the last regular pay date of the

school year. Teachers required to work during the summer (not summer school) will be paid on the last check in August.

- B. Teachers who do not intend to continue their differential position during the next school year will notify their building principal in writing by June 1. All differential assignments are at the District's discretion. All positions will be posted in each building for a minimum of ten (10) working days, and position notices sent through District email. Teachers will be notified of their differential assignment no later than July 1. Should the District choose to remove a teacher from a differential assignment, the teacher will be notified in writing by June 1 with an explanation for the removal. Fall sports and activities sponsors/coaches who are removed shall be notified by May 1 of the preceding school year.

5.2 Reimbursement for Actual Tuition

- A. The Board encourages the continued professional development of teachers through graduate level coursework related to the District's curriculum. To assist in such development, the Board shall pay the actual tuition cost, including fees, for CAEP or Higher Learning Commission accredited university or college course credits that are designated as education courses by the college or university, are graduate degree applicable, and are preapproved by the Superintendent. On-line course work and correspondence courses from accredited institutions will be considered for reimbursement in the same manner as stated above.

The total amount of tuition and fees reimbursed by the Board will not exceed the tuition rate equal to the tuition cost of four three-hour graduate courses at Governors' State University for courses taken and \$100 for each course's fees during each school year that this Agreement remains in effect.

- B. Reimbursement as set forth above shall be made upon:
 - 1. Presentation of paid receipts for the actual tuition cost, fees, and courses taken.
 - 2. Presentation of at least a "B" grade for said courses taken, or a grade of "pass" for pass/fail courses where the college or university offering the course certifies that a grade of "pass" is the equivalent to a grade of "B" or better. However, a teacher during his/her employment by the Board, may obtain a maximum of two (2) "C" grades for courses taken under his/her tuition reimbursement program.
- C. Beginning the 2022-2023 school year, if a teacher voluntarily resigns (excluding a resignation in lieu of non-renewal) from the School District prior to the end of the third school year after receipt of tuition reimbursement for classes taken only under the terms of this agreement, hereunder ("separates from service"), the teacher shall freely, knowingly, and voluntarily give express written consent at the time the withholding is made for the School District to deduct the amount of

such reimbursement from his/her final compensation, or the teacher shall repay to the School District no later than thirty (30) days from the date of separation from service, as follows:

1. If the teacher separates from service within one (1) school year (not including leaves of absence) after receipt of such reimbursement, repayment of all (100%) of such reimbursement.
2. If the teacher separates from service within two (2) school years (not including leaves of absence) after receipt of such reimbursement, repayment of two-thirds (66 2/3%) of such reimbursement.
3. If the teacher separates from service within three (3) school years (not including leaves of absence) after receipt of such reimbursement, repayment of one-third (33 1/3%) of such reimbursement.

5.3 Internal Substitution Differential Pay for Full-Time, Contracted, Certified Teaching Personnel

- A. Teachers employed as substitute teachers when they are not already assigned to the supervision of children will be paid at the differential/planning time rate.
- B. Every effort shall be made to secure each substitution on a voluntary basis. In the absence of volunteers, such substitution duty shall be distributed equitably. The minimum unit of remuneration shall be one-half (1/2) class.
- C. Teachers who elect to accept an increased class load by teaching or supervising a daily class for the school year during their planning period will be reimbursed at the differential/planning time rate.
 1. All teachers will be given an equal opportunity to accept this increased class load. These teaching assignments shall be offered to teachers according to qualifications, seniority in the District and availability subject to the following conditions:
 - a. The first year this Article is in effect, the teacher with the most seniority who is qualified and available to accept an increased class load will be offered the position first. The following year, this teacher will be placed at the bottom of the list according to seniority, except that he/she will have precedence over new teachers entering the District that year.
 - b. The second year this Article is in effect, the teacher with the second most seniority who is qualified and available to accept an increased class load, will be offered the position first. The following year, this teacher will be placed at the bottom of the list according to seniority except that he/she will have precedence over new teachers entering the District that year and so on for the following years.

- c. If qualifications are not necessary, such as for a study hall, or if teachers have the same qualifications, seniority and availability, as outlined above, will determine which teacher will be offered the position first.

5.4 Retirement Incentive

Prior to reaching Medicare age eligibility, teachers may elect to receive the incentive set forth in this Section 5.4.

To be eligible, teachers must have completed at least fifteen (15) years of full-time employment in District 158 immediately preceding his/her retirement; must be eligible for a TRS retirement annuity; their retirement will not require the Board to pay any new, additional, one-time, or other contribution, penalty or payment, including but not limited to any such contribution, penalty, or payment to TRS; and must notify the Superintendent in writing by July 1 of the first school year in which retirement benefits will be paid.

- A. Fringe Benefit Programs: All employees hired after the close of the 1999-2000 school year shall not be eligible for this benefit.

Eligible retirees may obtain medical insurance coverage for themselves, their spouses, or their dependents, by enrolling in the health insurance program offered by the Teachers' Retirement System (TRS)/Teacher Retirement Insurance Program (TRIP). If an eligible retiree obtains such coverage, the Board shall pay the premium for the coverage obtained by the retiree (regardless of the coverage chosen), up to a maximum amount equal to the premium amount for coverage provided by the TRS/TRIP plan titled "Benefit recipient enrolled in Teachers' Choice Health Plan (TCHP) when a managed care plan is available in their county of residence (Not Medicare Primary Age 26-64)", to defray the costs of such coverage. The retiree shall pay any balance of the premiums for any coverage obtained by the retiree, the retiree's spouse, or any dependents. All such Board payments shall continue until the retiree reaches Medicare age eligibility.

- B. Number of Participants: The Board of Education may limit the number of participants in any school year to no less than twenty percent (20%) of those eligible to receive the incentive set forth in this Section 5.4. In the event that the number of teachers applying for the retirement incentive in any school year exceeds the limitation, the participants will be selected by seniority.

- C. Retirement Incentive: An eligible teacher who submits a timely notice of intent to retire will be paid a salary increase in each of his/her last year(s) of service equal to any salary increase received pursuant to Section 4.4, plus an additional percentage amount that will result in the teacher receiving a total salary increase of six percent (6%) over the teacher's previous year's TRS creditable earnings, or the maximum amount which would not require the payment of any employer or employee contribution, penalty or other payment to any State pension or

retirement system or the State of Illinois, whichever is less, for a maximum of three (3) years prior to retirement. The teacher's increases in total TRS creditable earnings under the Program shall be in lieu of all other salary increases and adjustments, and any other payments or stipends required under this agreement with the exception of the salary increases permitted under Section 16-158(g) (g-5), (g-10), and (h) of the Illinois Pension Code [40 ILCS 5/16-158(g) (g-5), (g-10), – (h)] without the Board of Education incurring a penalty. All these amounts will constitute the entirety of the teacher's creditable earnings for each year of their participation in the Retirement Program. "Creditable earnings" is defined as all compensation paid to the teacher, including but not limited to payment of extracurricular activities, stipends and retirement benefits.

- D. Extra-Duty Stipend: If, after submitting an irrevocable notice of retirement by July 1, the employee resigns from or is dismissed from duties for which the employee was paid a stipend or additional compensation for the previous year, the retirement incentive for that employee will be recalculated accordingly. During the year(s) in which the retiring teacher is receiving the retirement incentive, the Board shall not require or compel the teacher to perform additional duties which would otherwise increase the teacher's compensable earnings.

- E. Rescission of Resignation: If a teacher who has tendered his or her resignation under this agreement wishes to rescind the resignation due to a catastrophic event, as defined by the Board, the full amount of this benefit already paid to the teacher will be refunded to the District via payroll deduction. The revocation of the resignation is subject to the teacher petitioning the Board and the Board's subsequent approval of said petition. At the time the teacher petitions the Board, the teacher must give written authorization for the payroll deduction.

- F. Limitations on Board of Education Liability: The District and Board will not, under any circumstances be responsible for any additional contributions 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 or administrative rules to negotiate the impact of such legislation or administrative rules.

5.5 Parental Leave

A tenured teacher shall be eligible for parental leave without pay subject to the following conditions:

- A. All benefits of Sick Leave will apply to Parental Leave. A teacher's available paid sick leave shall be applied to any approved parental leave.

- B. 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.
- C. The teacher and the Superintendent, or his/her designee, shall agree upon a plan for the commencement and termination of such leave. The leave shall not exceed 180 teacher work days, the first 60 work days of which shall be FMLA leave.
- D. Parental leave shall begin on the date that the teacher's physician certifies that the teacher is physically able to resume her duties. Any accumulated sick leave available at the commencement of the leave not used during the leave shall be available to the teacher upon return to employment in the District.
- E. In all instances where a teacher is granted a parental leave, as a condition thereof she/he shall advise the Superintendent in writing no less than thirty (30) work days prior to the end of the leave that she/he intends to return at the end of the leave. Return to the District shall be in accord with the previously agreed upon plan; subject to changed educational conditions in the District. In the event of a mid-year return, the School District may delay reinstatement of said teacher until the beginning of the next school year. Failure to advise the Superintendent, or his/her designee, of the intent to return as required by this policy, shall be treated as an election not to return to employment and as a resignation from the District.
- F. A parental leave shall be granted to a non-tenure teacher under unusual circumstances by action of the Board of Education, subject to all the conditions applicable to a tenure teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first, second, third, or fourth probationary year, as the case may be.
- G. A male teacher shall be entitled to a parental leave of absence. Such leave shall be subject to all of the applicable provisions of this section 5.5.

Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or for whom he becomes legally responsible or upon his adoption of a child.

- H. A teacher will be allowed to enroll in all current fringe benefit programs for which they are eligible so long as the insurance carrier writing such coverage continues to approve participation. The teacher shall assume responsibility for the full amount of all premiums applicable to the particular coverage.

5.6 Adoption Leave

Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent, or his/her designee, in writing upon the initiation of such

adoption proceedings. Adoption leave shall be granted upon satisfactory written notification to the Superintendent or his/her designee, of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent, or his/her designee, fully informed of the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. A tenured teacher desiring adoption leave as the result of becoming an adoptive parent shall be entitled to the same rights as a tenured teacher desiring parental leave.

5.7 Sick Leave

- A. Each full-time certificated teacher with less than ten (10) years of continuous service in the District shall be entitled to twelve (12) full days of sick leave per year with full pay. Each full-time certificated teacher with more than ten (10) years of continuous service in the District shall be entitled to fourteen (14) full days of sick leave per year with full pay. Unused sick leave will accumulate without limit.
- B. Sick leave shall be defined as in Section 24-6 of the Illinois School Code. Using sick leave to care for married children after childbirth is discouraged by both the Association and the Board of Education.
- C. The immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In the case of death, this also includes close relatives not living in the same household.
- D. In case of sick leave, the Board shall have the right to require a doctor's statement verifying the sickness and the necessity for staying away from school duties.
- E. All required forms designating cause of absence (which shall be District-issued and consistently used in each building) are to be signed in duplicate by the employee and filed in the office the first day after the teacher returns to school from said absence. The employee shall receive the duplicate copy of said leave form.
- F. Upon retirement, a teacher may add to his/her years of teaching credit with the Illinois Teacher Retirement System up to three hundred forty (340) days of accumulated sick leave.
- G. Upon retirement, the teacher will be compensated for unused sick leave at thirty five dollars (\$35.00) per unused sick day up to a maximum of 100 days. This compensation shall be paid after June 30 of the retirement year.

If a teacher uses sick days towards Illinois Teacher Retirement System teaching credit, he/she shall not be compensated by the Board for those days used.
- H. A teacher may utilize accumulated sick leave during any period of illness related to her pregnancy and/or to the delivery of the child. If such teacher shall have

exhausted accumulated sick leave, she shall be granted a leave of absence without pay during such period of illness, not to exceed sixty (60) work days.

5.8 Bereavement Leave

Each full-time certificated teacher shall be entitled to two (2) full days of bereavement leave per school year with full pay for the death of a parent, spouse, brother, sister, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, or close relative not living in the same household. The Board shall have the right to require proof of death. Unused bereavement leave days shall not accumulate from one school year to another. In the event of the death of a child or step-child, an employee may use unpaid leave in accordance with the Illinois Child Bereavement Leave Act.

5.9 Sick Leave Bank

The Board of Education, in cooperation with the Association, has established a Sick Leave Bank on a voluntary basis. The Association shall have the responsibility for the administration of the Sick Leave Bank and shall report all data as required by the Board for use in administration of individual employee's sick leave accounting and shall establish rules for the implementation of the Bank. A copy of established rules, after approval of the Board, shall be on file in the District personnel office. The Association shall provide to the District personnel office the names of participating members and the subsequent charges against the Bank. A teacher shall not hold the Board, Administration, or the Association liable for decisions made by the Committee of the Association, Board of Education, Administration, or the Executive Board of the Association or their respective designee.

5.10 Personal Leave

Each full-time certificated teacher shall be entitled to two (2) working days leave per year without deduction of pay, cumulative to three (3) working days per year, to take care of personal, legal business, household or family matters that cannot be scheduled for a Saturday or after school hours, or emergencies. Except in emergencies, the teacher taking leave, hereunder shall give his/her principal written notice of his/her intention to take such leave (using a District-issued form that is consistently used in each building) at least one (1) school day in advance of the day he/she proposes to be absent.

Personal leave shall not be taken immediately before or after school holidays, except in cases of emergency. If a teacher needs an emergency personal leave day in conjunction with a holiday, the teacher must present to the building administrator for prior approval a detailed statement of reasons for said personal leave day.

The Board of Education and the Lansing Education Association agree that the term "emergency" is limited to an unforeseen circumstance beyond the employee's control which calls for the employee's immediate attention. The parties agree that the only exceptions to this limitation are the wedding of an immediate family as defined in Section 24-6 of the School Code or the college graduation of a child, spouse, parent, brother, or sister.

Personal leave shall not be used to participate in any form of work stoppage.

Unused personal leave days in excess of the three (3) cumulative days shall accumulate as sick leave.

5.11 Religious Leave

Teachers who have exhausted their personal leave shall be granted leave of absence without pay to observe recognized religious holidays of their faith provided notice in writing of their proposed observance shall be given to the principal at least three (3) working days in advance.

5.12 Leave of Absence

The School Board will consider a leave of absence as per the Illinois School Code for sabbatical leave (105 ILCS 5/24-6.1).

5.13 Family Medical Leave Act

In addition to the other leaves provided above, teachers are entitled to leave according to the terms of the Family Medical Leave Act subject to the following provisions:

A Definitions: As used in this section:

1. “Eligible teacher” means a full-time teacher who has been employed with the District for at least twelve (12) months.
2. “Equivalent position” shall mean the same position an eligible teacher had prior to the leave if he/she returns on or before sixty (60) workdays. If the leave is voluntarily extended beyond sixty (60) workdays, then “equivalent position” shall mean any position for which the eligible teacher is certified and legally qualified to hold 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.
3. “Academic term” means the school semester, which typically ends near the end of the calendar and the end of Spring each school year.
4. “Daughter” or “son” shall be defined as a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*.

B. Purposes: Eligible teachers shall be granted leave during any academic term (semester) for one or more of the following reasons:

1. The birth of a child;

2. The adoption of a child or the placement of a foster child;
3. To care for a spouse, son, daughter, parent, or parent-in-law who has serious health conditions; and
4. A serious health condition that makes the teacher unable to perform his/her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. A "covered military member" must be either a member of a Reserve component or a retired member of the regular Armed Forces or Reserve. "Qualifying exigencies" exist in the following categories: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, attend counseling, rest and recuperation, post-deployment activities, and additional activities as provided in the FMLA regulations.
6. To care for the employee's spouse, child, parent (excluding in-laws), or next of kin (as defined by the Family Medical Leave Act regulations) who is a covered servicemember with a serious injury or illness. A "covered servicemember" is a member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty for which he or she is undergoing medical treatment, recuperations, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list. Employees may not take leave for former servicemembers and members on the permanent disability retirement list.

- C. Duration: Eligible teachers shall be granted a total of twelve (12) workweeks of unpaid leave during any school year for one or more of the purposes provided in subparagraphs B.1 through B.5 above. Eligible teachers shall be granted a total of twenty-six (26) workweeks of leave during a single, twelve (12)-month period to care for an injured service member under Subparagraph B.6, above. During the twelve (12)-month period in which leave is taken pursuant to Subparagraph B.6 an eligible teacher shall be entitled to a combined total of twenty-six (26) workweeks of leave under Subparagraphs B.1 through B.6 above.

Spouses who are both employees of the District shall each be entitled to up to twelve (12) workweeks of family leave for birth, foster care, or care of a sick parent or parent-in-law.

A teacher's use of leave under another provision of this Agreement for one of the purposes set forth in subparagraphs B.1 through B.6 above shall also be considered as an FMLA leave under this section 5.13 and shall be counted against the foregoing FMLA leave entitlement.

Leave taken under the Family Medical Leave Act shall be unpaid leave. However, teachers on leave under the Family Medical Leave Act may use paid personal or sick leave for any portion of the leave. The type of accrued paid leave to be substituted shall be determined by the terms and conditions of the District's normal leave policy.

- D. Notification: In any case in which the necessity for leave under subparagraphs B.1 or B.2 is based on the expected birth or placement, the eligible teacher shall provide Superintendent at least thirty (30) calendar 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 not practicable, said teacher shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraphs B.3, B.4, or B.5 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) calendar 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.

- E. End of Semester: There are different rules for instructional personnel who begin leave more than five (5) weeks before the end of a semester and less than five (5) weeks before the end of the semester. Regular rules apply except in circumstances when the leave begins:

1. More than five (5) weeks prior to the end of a semester, the Superintendent may require the leave to extend to the end of the semester if the leave is of at least three (3) weeks and the return to duty would occur within three (3) weeks of the end of the semester.
2. Five (5) weeks or fewer prior to the end of the semester but not less than three (3) weeks prior to the end of the semester, the Superintendent may require the leave to extend to the end of the semester if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end semester; and
3. Less than three (3) weeks prior to the end of the semester the Superintendent may require the leave to extend to the end of the semester if the leave is greater than five (5) working days.
4. If in the event the Superintendent requires an employee to remain on leave pursuant to his/her authority under this Section of the Agreement, the District shall maintain the affected employee's wages, benefits and other such provisions as may be contained in this Article at the level enjoyed by the employee prior to the requirement to remain on leave. If

the employee had chosen to use sick leave and/or personal leave for all or part of the leave prior to the requirement to remain on leave, the employee shall continue to receive salary and benefits without further deduction of his/her personal sick leave or personal leave accumulation. No teacher shall involuntarily lose wages, District paid insurance premium subsidies or other benefits due to the Superintendent's exercise of his/her rights under this Section.

- F. Benefits: No eligible teacher taking Family Medical Leave shall experience the loss of benefits, such as group life insurance, or pension benefits accrued before the date the Family Medical Leave started. The teacher may continue coverage at her/his own expense if said leave is extended beyond twelve (12) workweeks.

- G. Written Certification: For subparagraphs B.3 and B.4, the teacher shall provide a written certification from a health care provider of the reasons for the teacher's request for Family Medical Leave. The Board may, at its own expense, require the opinion of a second health care provider to confirm or challenge the certification from the teacher's health care provider. In the case of conflicting opinions, the Board, at its own expense, may require a third from a jointly selected health care provider, which third opinion shall be determinative. The second or third opinion provider shall not be employed nor contracted by the Board in any capacity.

During the period of the leave the Board may require, at reasonable intervals and at its own expense, periodic recertification and may require a certification rendering an opinion as to the teacher's fitness to return to work or confirmation of the leave, as may be appropriate.

For leave taken under subparagraphs B.5 and B.6 the teacher shall provide a written certification on the forms published by the United States Department of Labor, Wage and Hour Division. The District shall make these forms available for use by teachers.

- H. Failure to Return from Leave: The District may recover the premium that the District paid to maintain coverage for the teacher under such group health plan during any period of unpaid leave if the teacher fails to return to work for any reason other than:
 - 1. The continuation, recurrence, or onset of a serious health condition that entitles the teacher to leave under the provisions of B.3 or B.4 above, or
 - 2. Other circumstances beyond the control of the teacher.

ARTICLE VI TEACHER PAYROLL DEDUCTIONS

6.1 Check-Off Association Dues

- A. The Board shall deduct from the pay of each teacher the membership dues of the Association, provided that at the time of such deduction there is in the possession of the Board a written authorization form for dues deduction, executed by the teacher, which shall indicate the amount of dues to be deducted. Authorization forms shall be furnished by the Association.
- B. The amount to be deducted shall be prorated on each paycheck starting fifteen (15) days after dues information is submitted by the Association to the Board and will continue for twelve (12) paychecks.
- C. All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than ten (10) days after such deductions are made.
- D. Anything in this Article to the contrary, notwithstanding, the amount of dues to be deducted from any one teacher shall not vary from one paycheck to another paycheck.
- E. The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any claims, demands, or suits resulting from any reasonable action taken or omitted by the Board for the purpose of complying with the provisions of this Article.

6.2 Credit Union Deduction

Credit Union Deduction is available to all District 158 personnel after they have been in the School District one (1) year. Personnel must submit in writing, the amount to be deducted from each pay by a time designated by the Administration. Credit Union deduction must be for the entire year and not on a month-to-month basis. The employee will sign a statement stating that he/she has authorized the deduction for the entire year.

ARTICLE VII PROFESSIONAL CONDITIONS

The Association acknowledges the right of the Board and/or Administration to adopt, amend, revise, or rescind any policy, practice or regulation with respect to any of the subjects set forth in this Article, or otherwise, provided that this action is not inconsistent with this Agreement.

7.1 Planning Time

- A. Elementary Planning Time
 - 1. The minimum planning time per week shall be two hundred forty five (245) minutes per teacher. Such planning time shall be within the Teachers' Day as defined in Section 7.16 of this Agreement (i.e., between 8:10 a.m. and 3:20 p.m.), and shall be designated on the teacher's time

schedule at the beginning of the year. If possible, planning time shall be equally distributed throughout the week. Under normal circumstances this planning time shall be duty free and unassigned.

Elementary consultants' planning time will be scheduled in blocks of at least twenty (20) minutes to total two hundred forty-five (245) minutes per week during the Teachers' Day as defined in Section 7.16 of this Agreement.

2. Since some of the planning times allotted to teachers are those periods when teachers in special areas such as art, music, LRC and physical education are instructing, no teacher shall be required to forfeit those periods because of the absence of a special teacher. A substitute for absent special or classroom teachers will be provided (in each instance) unless under exceptional circumstances.
3. If an elementary classroom teacher's planning time periods for art, music, and physical education are used for regular classroom instruction, the classroom teacher will be paid at the substitution differential rate for each special area planning time class period. If an elementary classroom teacher's planning time period for LRC is used for regular classroom instruction, the classroom teacher will not be paid.
4. The required forms designating date and reason planning time was usurped are to be signed by the employee and filed in the school office. The employee shall receive a duplicate copy of this form.

B. Junior High Planning Time

1. Under normal circumstances all junior high school teachers will have a duty free/unassigned planning period each day equal to the students' class period for that day.
2. Teachers of core subjects, mathematics, language arts, science, and social studies, who are members of a middle school team, will have a team planning period as well as a personal planning period within the confines of the school day. This will be in effect as long as the middle school concept is the established practice at Memorial Junior High School.
3. If a junior high school teacher does not receive his/her personal planning time, he/she will be compensated at the differential planning time rate.
4. The required forms designating date and reason planning time was usurped are to be signed by the employee and filed in the school office. The employee shall receive a duplicate copy of the form.

7.2 Class Load

- A. The parties agree that the following limits on class size represent desired objectives. The utilization of facilities and personnel and the future planning of construction and recruiting of staff will consider these optimums.

<u>Grade or Class</u>	<u>Optimum # of Pupils</u>	<u>Maximum # of Pupils</u>
Kindergarten – First	20	20
Second -Third	25	30
Intermediate	25	30
Junior High	25	30
Specials	30	35
LRC	25	30

May be mixed grade levels in Specials

Mixed grade levels shall be within 1 grade level- e.g., K-1, 1-2, 2-3, etc.

Only one special education class per LRC session.

If facilities to provide these class sizes are lacking, the Administration will use every means available to try to correct gross inequities in class load and will try to provide whatever clerical or teaching assistance is possible to relieve the teacher and students in crowded classrooms.

- B. When staffing is available, a teacher assistant will be present when LRC and Specials are provided to instructional and co-taught special education classes.

7.3 Released Time for Curriculum Planning, Department Coordination, Workshops, etc.

- A. Two (2) legally sanctioned half-days per year will be utilized to implement curriculum to provide in-service training workshops, for departmental meetings, etc., subject to final approval by the Superintendent of Schools and the State Superintendent of Education. Any noon dismissal day for students will allow for the teachers' 30-minute duty free lunch and sufficient travel time. (Begin trainings no earlier than 1 p.m.)
- B. Two (2) legal half-days per year for institutes and workshops will be utilized for parent-teacher conferences.
- C. A committee from the Association shall participate after school hours in planning and implementing with the Administration for the utilization of all available sanctioned legal half days.
- D. A 2:00 p.m. student dismissal day will be utilized for record keeping on the last day of the grading periods each school year.

- E. Teachers will be allowed to work in their classrooms for one-half of the day on one of the first two non-student attendance days, as determined by the Superintendent or designee and consistent across the District.
- F. Where practicable, teachers will be allowed access to their classrooms a minimum of two (2) weeks prior to the first day of school.
- G. Upon approval of Administration, members can attend conferences, workshops, trainings, and professional development offered outside of the district.

7.4 Contingency Budget for Items Necessary During the School Year and to Meet the Needs of Class Enrollments Which Exceed Spring Estimates.

Each teacher shall be given additional per pupil allowances for supply requisitions for those students not provided for in expected enrollment estimates made the previous spring, subject to the approval by the building principal and the Superintendent. In addition, the teacher will be able to obtain other necessary items during the school year by submitting a written request to the building principal for approval.

7.5 Teacher Evaluation/Remediation Procedures

See Lansing School District 158 Professional Staff Evaluation Manual

- 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. Evaluators will not begin observations before such notice is provided.
- C. The Board and Association shall establish a Joint Evaluation Committee which shall consist of five (5) Administrators appointed by the Superintendent of Schools, and 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 for ratification by the Board and the Association by the regular May Board meeting of the first year of the new agreement. In the event the changes are not ratified by the Board and Association, the specific concerns raised by the Board and/or the Association shall be sent back to the committee for review and additional recommendations. Until a new evaluation plan is ratified, the current evaluation plan shall remain in force and effect in all attendance centers. Ratified changes shall be incorporated into the current agreement the following school year.

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 school years as per Illinois School Code, Section 24-A.

F. Criteria for the Selection of Teachers for Evaluation

1. Non-Tenured Teachers

All non-tenured teachers are evaluated a minimum of twice each school year.

2. Tenured Teachers

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).

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

Each Domain will be scored as a whole. Should any domain have an overall score (50% + 1) of “needs improvement” then that teacher will be placed on a plan to correct only those specific items in that domain.

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

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

- 80-88 = Excellent
- 57-79 = Proficient
- 40-56 = Needs Improvement
- 0-39 = Unsatisfactory

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

I. Post-Evaluation Conference and Procedures

The teacher and the supervisor shall mutually agree to a conference to discuss the evaluation within five (5) school days after the teacher has been observed. The teacher will receive a written copy of his/her evaluation one (1) school day prior to the scheduled conference. Following the post 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 post-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 supervisor will sign the response acknowledging that he/she read the material.

J. 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.

K. 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. Time lines 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).

L. 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.

The Lansing 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.

2. 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.
3. 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.

4. 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.
5. The Board of Education, District 158, 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.

Further, the Lansing 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.).

7.6 Notification of Assignments, Vacancies, and Summer School Positions

A. Assignments

The teacher will be notified of his/her tentative assignment for the fourth-coming year no later than the first day of July preceding the first day of the new school term. In the event that a change in the teacher's assignment is made after the first day of July preceding the first day of the new school term, the teacher affected will be notified promptly and be provided a written reason for the change.

If any teacher is notified of a classroom move every effort will be made to accommodate and facilitate the packing, storing, and delivery of the materials to the new location. Assistance may include custodial, substitute teachers, paraprofessionals, etc.

Transfers and new assignments will be based on certifications, qualifications, performance evaluations if available, and relevant experience.

B. Vacancies

All vacant, certified positions, excluding the position of Superintendent, will be posted within three (3) business days and will remain posted for a minimum of seven (7) business days. The internal postings will include the anticipated grade level or subject area. Postings will include the name of the administrator to contact for application. Postings will be forwarded to the Association President electronically.

These postings will be date stamped upon receipt in each building office and will be posted on the LEA bulletin boards and in the administrative office. All positions that become available during the summer will be posted in the administrative office and the District website only, and forwarded to the Association President electronically.

Vacancies occurring within ten (10) school days prior or within five (5) school days after the first day of school year do not require posting for seven (7) school days before a permanent appointment is made and will be forwarded to the Association President electronically.

C. Resignations

No teacher may resign during the school term in order to accept another teaching assignment. Tenured teachers may resign for other extenuating reasons at any time by obtaining concurrence of the Board of Education or by serving thirty (30) days prior notice. When a resignation is initiated by a teacher less than thirty (30) days prior to the beginning of the school term or during the school term, the resigning teacher shall pay District 158 five hundred dollars (\$500.00) and the Board shall release the teacher from his/her contract in accordance with the conditions stated herein and as outlined by statute.

D. Summer School/Extended School Year/Enrichment

Vacant positions in the summer school program will be, to the extent feasible, filled by the regularly contracted teacher in the School District. Summer school assignments shall be offered to teachers as follows:

1. The first year this Article is in effect, the teacher with the most seniority in the District will be offered the position. The following year, this teacher will be placed at the bottom of the list according to seniority, except that he/she will have precedence over new teachers entering the District that year.
2. The second year this Article is in effect, the teacher with the second most seniority in the District will be offered the position first. The following year, this teacher will be placed at the bottom of the list according to seniority except that he/she will have precedence over new teachers entering the District that year.
3. The foregoing shall be applicable only where the qualifications of the teachers involved are clearly not distinguishable.
4. No other provision of this Agreement shall be applicable to summer school unless expressly provided to the contrary, and this Article shall not imply any requirement that the Board conduct a summer school.

5. Summer school/extended school year/enrichment pay will be as follows:

2022 – 2023	\$38.00 per hour
2023 – 2024	\$38.00 per hour
2024 – 2025	\$40.00 per hour
2025 – 2026	\$40.00 per hour
2026 – 2027	\$40.00 per hour

7.7 Reduction in Teachers

- A. If the removal or dismissal of a teacher in contractual continued service results from the decision of the Board to decrease the number of teachers employed by the Board or to discontinue some particular type of teacher service, written notice shall be given to the teacher by regular mail and certified mail or personal delivery with receipt at least forty-five (45) days before the end of the school term, together with a statement of honorable dismissal and the reason therefore. The process will be in accordance with the Illinois School Code, 105.I LCS 5/2412. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, or for such other recall period specified by the Illinois School Code, the positions thereby becoming available shall be tendered to teachers who are eligible for recall pursuant to the Illinois School Code who have been so removed or dismissed in the reverse order of layoff so far as they are qualified to hold such positions, based on legal qualifications and any other qualifications established in a District job description on or before the May 10 prior to the date of the positions becoming available.
- B. A copy of the tentative seniority list will be provided to the Association President no later than October 5th of each year. The final seniority list will be published seventy-five (75) calendar days before the end of the school year and a copy provided to the Association President on said date.
- C. No teacher shall be retained for any position for which he/she is not legally licensed.
- D. The number of teaching positions for each school year will be determined by attrition and at the discretion of the School Board.

7.8 Orientation of New Teachers

Orientation of new teachers will be held at the discretion of the Superintendent.

7.9 Class Distribution

Assignment and distribution of children for the next grade level will be determined in conference by teachers and the building principal. Reassignment of students will occur only after a meeting with parents, administration and the current teacher take place.

Where practicable, a one school-day notice of new students will be provided to teachers.

7.10 District and Building-Wide Notices

All District-wide and Building-wide notices to be sent home with students will be printed for the entire classroom and delivered to each classroom or teacher mail box.

7.11 Dismissal Preceding Holidays and Vacations

Teacher dismissal on the Wednesday before Thanksgiving, and the day before the Winter and Spring Breaks, shall be at 2: 10 p.m. following a 2:00 p.m. student dismissal.

7.12 Agenda of Board Meeting

Upon the presence at any Board meeting of the Association president or designee, a copy of the agenda of the meeting shall be presented to that person.

7.13 Communications

The President of the Association shall be permitted to transact official Association business during non-teaching time. The President and the Superintendent may request a meeting with one another to discuss items that are beneficial to the educational process of School District # 158 and the Association.

7.14 School Calendar Committee

A. A school calendar committee consisting of equal numbers of Association appointed representatives and Administrators will meet to collaborate and develop suggestions and recommendations for the school calendar prior to December 1 of each year. The Superintendent will designate a chair for the committee. All recommendations will be by consensus. The committee will present recommendations to the Superintendent for consideration.

B. Special Schedule Committee: All specials teachers and Administrators will meet in May of each school year to collaborate and develop a tentative specials schedule based on enrollment projections for the next school year. The schedule will be recommended by consensus to the Superintendent for consideration.

7.15 Association Leave

A. The Board shall grant two (2) days leave with pay for each of three (3) delegates to attend the IEA Convention.

B. The Association shall be entitled to ten (10) days per school year for the purpose of conducting Association business. Such days shall be distributed at the discretion of the Association President. The Association President shall give the Superintendent three (3) days written notice as to the individual(s) who will be using the Association leave. The national, state, or local Association shall

reimburse the District for the cost of substitutes if substitutes are employed to replace the individual(s) on Association leave.

- C. An unpaid leave of absence of up to three (3) years shall be granted to any tenured teacher upon application for the purpose of serving in an elective office in the National Education Association or the Illinois Education Association. Seniority, accumulated sick leave, and salary schedule position will be retained upon return from such a leave.

7.16 Teachers' Day

- A. At all District #158 schools, the teachers' day shall be seven (7) hours and ten (10) minutes inclusive of the thirty (30) minute duty-free lunch beginning at 8:10 a.m. and concluding at 3:20 p.m. Where practicable, each school will attempt to provide a designated lunch room with sufficient seating for all staff for each given lunch period, free from students and not a designated work/teaching area.
- B. Elementary: On Monday, Wednesday, and Friday staff activities between 8:10 and 8:45 will not be dictated, determined, or influenced by the administration. This time will be considered an individual plan time to meet the increasing demands of the profession. On Tuesdays, the first 35 minutes of the teacher day shall be utilized for team plan time without student contact at the direction of the team leader. On Thursdays, the first 35 minutes of the teacher day shall be utilized for professional activities without student contact in collaboration with the principal. The grade leaders will submit a summary report electronically of each of these two sessions to the principal.
- C. Junior High: The last period of the day shall be utilized as an advisory period. This period will be utilized for such purposes as building positive relationships with students, providing reinforcement of content material through homework help and facilitating extended learning opportunities. Advisory period will not require preparation time or direct instruction except for Choir and Band. During advisory periods students can receive passes to seek help on assignments from other teachers as needed. Advisory periods shall not be grouped by ability or subject, and will be implemented within a structured environment. Attendance will be kept in all advisory periods.

When sponsors (coaches, directors, organizers, etc.) are required to attend activities outside of their regular instructional day, faculty not supervising an advisory period during the last period shall be utilized on a rotating basis to substitute in an advisory period for said sponsors.

- D. Building meetings, if scheduled, shall not exceed one (1) per month, except in emergency situations. Such meetings shall be held either before or after the normal school day and shall not exceed one (1) hour in duration.

- E. At the discretion of the Superintendent, teachers will attend a one and one-half hour (1.5) Open House at their home school not to exceed one (1) per school year.
- F. In-Service and Institute Days Planning Committee: The Superintendent will designate a Committee of Curriculum and Instruction with no less than two (2) teachers per buildings (as appointed by the Association) and the Superintendent's designee. This Committee will meet to plan agendas for school improvement days and District in-service days. The committee will present recommendations to the Superintendent by May 1 of each year for the following school year.

7.17 Traveling Teacher

Any teacher who is required as part of his/her position to travel between schools, shall be provided with preparation and lunch periods as would any other teacher, and traveling time shall be scheduled so as not to infringe on these relief periods. Traveling time shall be scheduled so as to allow time for adequate take-down and clean-up at one worksite/classroom, travel time, and adequate set-up at the next work-site/ classroom.

All teachers who are required to travel from one work-site to another shall be compensated at the then current I.R.S. allowable rate per mile for gasoline and mileage. The District will provide an approved form for completion of mileage.

7.18 Storage of Personal Property

The Board will provide each teacher with an area which can be locked for storage of personal belongings.

7.19 Job Sharing

Job sharing shall be defined as two (2) teachers sharing the responsibility of a single teaching position upon the approval of the Superintendent. Job sharing participants shall develop an agreement with the District which specifies: salary, sick leave, employee hospitalization/medical insurance; dental insurance; seniority; and other appropriate conditions. The president of the Association of his/her designee shall be present at all meetings when those arrangements are discussed and shall be given a copy of the final agreement/arrangements. In addition to the specifics above, each teacher shall be officially recorded as serving in a teaching position for at least four (4) clock hours per day. Each teacher shall be covered by the Professional Negotiations Agreement for all provisions contained in the Agreement except as modified by this section of the Agreement. The Board shall grant each teacher a half-time, unpaid leave of absence for the school term to ensure no loss of statutory tenure rights. Each teacher shall be guaranteed a return to full-time employment for the following school year if desired by the teacher (subject to availability, to RIF, or dismissal for cause).

ARTICLE VIII EMPLOYEE PROTECTION

8.1 Assault on Teachers - Procedures

Any case of assault/battery and or threat upon a teacher while in the course of employment shall be promptly submitted in writing on the form titled ASSAULT/BATTERY REPORT to the Building Administrator. The employee and any witnesses may complete an incident report as well. The employee may request an association representative to be present for any meetings related to the assault report. The administrator or teacher may report the incident to the local law enforcement authorities, in a timely manner. The Building Administrator will notify the student's parent(s) or guardian of the action taken. The Board shall provide legal counsel which is acceptable to the teacher to advise the teacher of his/her rights and obligations with respect to such assault/battery and/or a threat and shall render all reasonable assistance to the teacher in handling the incident by law enforcement and judicial authorities.

8.2 Duty-Connected Absence

Absence due to duty-connected injury requiring a physician's attention shall be deducted from the teacher's accumulated sick leave at the rate of one third of a day (1/3) in order to receive full salary less Worker's Compensation for the period of absence due to the stated, duty-connected injury. Should no sick leave be available then said employee will receive only Worker's Compensation.

ARTICLE IX EMPLOYEE DISCIPLINE

9.1 Discipline

Discipline includes, but is not limited to, warnings, reprimands, suspensions, dismissals, reductions in rank, or loss of professional advantage. Such action will be taken in an appropriate setting and will, where appropriate, adhere to the tenets of progressive discipline. A written notice will be forwarded to the Association informing it of the issuance of a disciplinary action to the specific employee.

If there is no recurrence for a period of three years of the actions leading to written reprimands being placed in an employee's personnel file, said reprimands shall be removed from the employee's file, with the approval of the Superintendent, at the employee's request. In the event the Superintendent's approval is not forthcoming, the employee shall have the right to appear before the Board in closed session for the purpose of hearing this appeal.

9.2 Representation at Discipline Meetings

In the event an administrator requires a teacher to attend a meeting for the purpose of disciplining said teacher, the teacher will be notified in writing of the topic of discussion 24 hours prior to the scheduled meeting, unless circumstances require immediate attention. The teacher, upon request, may have an Association representative of the

teacher's choice present. If a representative of the teacher's choice is not immediately available, the teacher must select another representative.

ARTICLE X INCLUSION

10.1 Mainstreaming

Any classroom teacher who has special education students will be notified of case conferences. That teacher will be provided with an opportunity to attend the conference if scheduled during the teacher's workday.

ARTICLE XI GRIEVANCE PROCEDURE

11.1 Definition

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

11.2 General Provisions

- A. The Association and every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- B. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- C. It is agreed that any investigation or other handling or processing of any grievance by the aggrieved shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities.
- D. School days shall mean teacher employment days except during the summer vacation, when it shall mean days on which the District business office is opened exclusive of Saturday, Sunday and holidays.
- E. All grievances will be submitted in writing on the form titled Grievance Report Form.

11.3 Initiating and Processing

- A. First Step: The grievant shall present the grievance in writing within fifteen (15) school days of the occurrence or when the grievant might reasonably have had knowledge thereof to the involved principal, who will arrange for a meeting to take place within five (5) school days after the receipt of the grievance. The Association's representative, the grievant and the involved principal shall be present for the meeting. Within two (2) school days of the meeting, the grievant

and the Association shall be provided with the principal's written response, including reasons for the decision.

- B. Second Step: In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved teacher shall file within ten (10) school days of the receipt of the supervisor's written decision, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, the Association representative, and the Superintendent or her designee shall meet to resolve the grievance. The Superintendent or her designee shall file and answer within ten (10) school days of the second step grievance meeting and communicate it in writing to the teacher and the principal.
- C. Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved shall file within ten (10) school days of the Superintendent's written decision, a copy of the grievance with the Secretary of the Board. Within ten (10) school days after such written grievance is filed, the aggrieved and the Board shall meet to resolve the grievance. The Board shall file a written answer to the aggrieved within ten (10) school days of the third step grievance meeting.
- D. Fourth Step: If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the aggrieved to the Superintendent within thirty (30) days from receipt of the third step to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected from a panel which the American Arbitration Association shall be requested to submit, the parties may waive this procedure and otherwise mutually agree upon an arbitrator. The decision of the arbitrator will be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the School District and the Association. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the Association and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the relevant language of the Agreement.

- E. At any step in the grievance process, extension of the time line provided herein, shall be by mutual written agreement.

11.4 Class Grievances

Grievances involving one (1) or more employees or one (1) or more supervisors and grievances involving an administrator above the building level, may be initially filed at the second step.

11.5 Board-Association Cooperation

The Board shall cooperate with the Association in its investigation of any grievance.

11.6 No Reprisal Clause

No reprisal shall be taken by the Board against any teacher because of the teacher's participation in a grievance.

11.7 Released Time

Should the processing of any grievance require that a teacher or an Association representative be released from his regular assignment, the employee Association representative shall be released without loss of pay or benefits for a maximum of two (2) days.

11.8 Filing of Materials

All records related to a grievance shall be filed separately from personnel files.

11.9 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent and shall thereafter be treated as though no grievance had been filed in the first instance.

11.10 Evidence

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party at least twenty-four (24) hours prior to the start of the arbitration proceedings. On all matters affecting the educational process, the teachers shall communicate initially with the building principal, the chief administrative officer in the building.

11.11 Grievance Form

All grievances shall be filed on the following form.

<u>Lansing Education Association, IEA-NEA</u> <u>Grievance Form</u> <u>Grievance # _____</u>			
<u>Date:</u>			
<u>Name of Grievant:</u>			
<u>Contract Section Involved:</u>			
<u>Situation Given Rise to the Grievance:</u>			
<u>Remedy Sought:</u>			
<u>Filed with:</u>	<u>Immediate Supervisor</u>	<u>Superintendent</u>	<u>School Board</u>
	<u>(Step 1)</u>	<u>(Step 2)</u>	<u>(Step 3)</u>
<u>Signature of grievant(s):</u>			

ARTICLE XII GENERAL PROVISIONS

12.1 Duration

This Agreement is in effect as of July 1, 2022 and shall continue in full force and effect until June 30, 2027.

The Lansing Education Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in a strike. The Board also agrees that it will not during the period of this Agreement lock out any employee.

12.2 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 the 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.

12.3 Applicability to Employees Outside Association Unit

The terms of this professional negotiation Agreement shall apply equally to all members of the negotiating unit without regard to their membership or lack of membership in the Association.

12.4 Right to Prefer Association

Any member of the negotiating unit may join any employee organization or group of eligible employees of his/her own selection, whether or not the employee organization or group of eligible employees of his/her own selection, is the sole and exclusive bargaining agent for the negotiating unit, or may refuse to join any employee organization or group of eligible employees, and any employees shall have the right to submit suggestions to, and discuss professional problems with the Board either as an individual or in a group, but not negotiate with the Board.

12.5 Termination of Authority of Present Negotiating Agent

Upon written petition by thirty percent (30%) of the members of the negotiating unit, alleging that they desire that such authority as the present and sole and exclusive professional negotiating agent be rescinded, the Board of Education shall take a secret ballot of the full time, contracted, certified employees in such unit and certify the results thereof.

12.6 Conformity to Law

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

12.7 Conformity to Superintendent's Decisions

The provisions of this professional negotiating Agreement cannot conflict with the duties and obligations imposed upon the Superintendent of Schools of School District 158 as set forth in the Illinois School Code and as amended from time to time; and as may be delegated to him by the Board. The Agreement hereby recognizes that the Superintendent of Schools of School District 158 is the chief administrator of the Board and of the school system.

12.8 Availability of Professional Negotiations Agreement

The Professional Negotiations Agreement shall be available on the District's website and a hard copy will be provided to each new teacher. Teachers may print a hard copy for use.

12.9 Good Faith Performance

The Board and the Association, and their representative, mutually agree to carry out the performance of this contract in good faith and to faithfully comply with the case and statute law of the State of Illinois.

ARTICLE XIII SEPARABILITY

13.1 If any provision of this Agreement or any application of this Agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

13.2 It is further agreed that within ten (10) days of receipt of notification of such finding by any court of competent jurisdiction, negotiations shall commence for the purpose of reaching agreement on the affected matter.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed by their Presidents and attested by their Secretaries this 11th

day of July, 2022

LANSING EDUCATION ASSOCIATION
LANSING, ILLINOIS

SCHOOL BOARD OF EDUCATION
SCHOOL DISTRICT 158, LANSING,
COOK COUNTY, ILLINOIS

BY:

Rita Chandler
President

BY:

Mary S. Kelly
President

ATTEST:

Allison Miller
Secretary

[Signature]
Secretary

LANSING EDUCATION ASSOCIATION
BARGAINING TEAM:

BOARD OF EDUCATION
BARGAINING TEAM:

Rita Chandler
Jenn Fuller
Dona Hays-Smith
Katie Larson
Melanie Toppmeyer
Bob Winter
Traci Zorzi
Kelly Rhodes
Erica Stephens
Jen Keene
Allison Miller
Matt Gast, IEA/NEA

Dr. Nathan Schilling
Mark Crotty
Dr. Tanya Carter
Dr. Dave Kostopoulos
Mary Pat Ford
Mary Kelly
Denise Jones Williams
Jim Long
Robert Wood
Dan Boyle, Attorney