

PROFESSIONAL NEGOTIATION AGREEMENT

Between

**BOARD OF EDUCATION
OF
SOMONAUK COMMUNITY UNIT
SCHOOL DISTRICT NO. 432**

AND

SOMONAUK EDUCATION ASSOCIATION

AUGUST 10, 2023 –AUGUST 10, 2025

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ARTICLE 1

PREAMBLE

A. Principles

The Board of Education of District 432 and the Somonauk Education Association recognize that the ultimate aim of public schools is to provide a school community that will work together to ensure all children reach success in learning and life. These educational objectives are the joint responsibility of the Board of Education, the administrative and supervisory staff, and the professional teaching personnel.

B. Recognition

The Board of Education of District 432, hereafter referred to as "The Board", recognizes the Somonauk Education Association, hereafter referred to as "The Association", an affiliate of the Illinois Education Association and the National Education Association, as the sole negotiating agent for the certified employees of the district in matters defined negotiable in Article 5, Section E, except the following classifications: superintendent, principals, other administrative personnel having the authority to hire, fire, transfer, assign, promote, discharge, or discipline other employees or to make recommendations thereon, as well as dean of students, psychologists, speech pathologist, social workers, and technology director/assistant director.

ARTICLE 2

RIGHTS

A. Management

The Board retains and reserves the ultimate responsibility for proper management of the Somonauk Community Unit School District No. 432 conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

1. To maintain executive management and administrative control of the Somonauk School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
2. To hire all employees and, subject to the provision of the law, to determine their qualification, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
3. To establish programs and courses of instruction, including special programs, and to provide for athletic recreation and social events for students, all as deemed necessary or advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board shall be limited only by the specific and express terms of this Agreement.

B. Association

The Association is the recognized professional teacher's organization of the Somonauk Community Unit School District #432. Professional, certificated teachers are an integral part of the school system. Recognizing this important role and the expertise the teachers must have, the Board grants to the Association and its members the following rights:

1. **Board Meetings/Notification:** The President of the Association shall be sent written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting and other information that might be released to the press prior to the meeting.

2. **Copies of Board Minutes:** Copies of Board minutes will be posted on the district website once they have been approved. When done, press releases following each Board meeting will be e-mailed to the President and to members of the Association.
3. **Pertinent Information:** The Board shall furnish to the president of the Association upon his/her request copies of annual approved budgets, financial reports and audits; treasurer's reports; seniority and experience credit of all teachers; and compensation paid thereto, including extra duties. Upon the Board's approval of the hiring of new employees, the district office will send notice to the Association President of such employees hired and their full time equivalency. The Association shall provide all final Association dues information and documentation to the district office (including but not limited to the amount of dues) at least three (3) days before the first payday in September.
4. **Association Announcements:** An area will be provided in the teacher's lounge of each building for the posting of Association information. A copy of all materials posted shall be forwarded to the building principal.
5. **Association Leave:** In the event that the Association desires to send a representative(s) to a local, state, or national conference or on other business pertinent to association affairs, a representative(s) of the Association will be excused, for no more than three (3) days per school year in the aggregate without loss of salary, providing the association reimburses the District for the entire cost of any substitute teacher(s) needed and prior approval has been obtained from the administration.

C. **Employee**

1. **Assignments:** Tentative teacher assignments will be set by May 1st. A tentative schedule will be set no later than five (5) faculty working days prior to the end of the school year. In the event a change in such assignments is made thereafter, the employee affected shall be notified as soon as possible. The employee shall have the right to request a meeting with the Superintendent to discuss the change. If the change in the employee's assignment is made later than thirty (30) days preceding the commencement of the next school term, the employee shall be allowed to resign without penalty if such change is unsatisfactory to the employee.
2. **Vacancies:** The Superintendent or designee shall assign and transfer all instructional personnel. Notification of teaching vacancies, including promotion opportunities to administrative/supervisory positions, shall be posted in all buildings and a copy of the notice shall be sent to the president of the Association. If a vacancy is to be posted outside the district, the vacancy will also be posted simultaneously inside the district. Except in the case of an emergency, vacancies becoming available for the beginning of the school year or semester will be posted via email to all staff and other electronic forms and not filled until after vacancies have been posted 5 days during the school year and 10 business days during the summer. Notices for positions shall include the title, building location, and the qualifications for the position. Vacancies shall be defined as a position that is open because an employee has left the district due to termination, resignation or retirement, or a newly created position.

Association members, who are qualified at their request and after making application for any vacant positions, will be provided an interview. Association members will submit a letter of interest and an updated resume to the building principal for any teaching vacancy. When applying for a building administrative position, the Association member will complete all requested requirements in the vacancy notice. If an Association member, following an interview, is not selected, he/she may contact the administrator with whom he/she interviewed, and a conference will be held upon request of the employee. At this conference, specific reasons why the association member was not chosen for the position will be given.

3. **Inoculations:** When required by the Board, contagious disease inoculations for all employees (including for Hepatitis B) shall be paid and provided by the Board.
4. **Just Cause:** No tenured teacher will be disciplined without Just Cause. Verbal reprimands will not be considered discipline for the purpose of this definition.
5. **Right to Representation:** When any employee is required to attend a scheduled meeting with an administrator, an Employer or Board committee concerning any formal discipline or matter which could adversely affect the continuation of that employee in his/her position of employment, or result in a suspension without pay, the employee will be given 24 hours prior written notice (except in an emergency situation) of the reasons for such meeting and will be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting.
6. **Personnel file:** The employer will grant at least two (2) inspection requests from an Employee in a calendar year, providing the Employee the inspection within seven (7) working days of written request. The inspection will take place in the presence of the Superintendent or their designee and the file may not be removed from the viewing area. The employee may have an SEA Representative accompany him/her to the review. Evaluative material must be placed in the personnel file within thirty (30) days of the discipline occurrence or the material may not be placed in the file. A copy of the material will be provided to the employee within ten (10) working days of placement into the personnel file. The Employee has the right to respond, in writing, within thirty (30) working days to any material placed in his/her personnel file. The response will be added to the file and the administrator will be provided a copy. An employee's personnel file will be confidential and will not be disclosed except as may be permitted by law. An Employee may give written consent to permit a review of his/her file by a third party. The Employer will reproduce any materials requested by the Employee and may charge a fee of the actual cost of duplication. In the event any Employee's personnel file's contents are determined to be inaccurate by judicial or arbitration decision, such portion of the materials will be removed.

ARTICLE 3

SENIORITY

A. Seniority Defined

Length of continuous service in the District as utilized in Section 24-12 of The School Code will be defined as follows:

1. Years of full time continuous service as a teacher in the District. Less than full-time teaching service will be computed on a pro-rata basis. Board approved unpaid leave of absence of ninety (90) days or less, will count as continuous service. Time on unpaid leaves of absence of more than ninety (90) consecutive days will not be counted in determining seniority, but if such unpaid leave of absence is approved by the Board it will not constitute an interruption of service.
2. If total continuous service as a teacher with the District is equal between two or more teachers, then the order of dismissal and/or recall within category 3 or 4 will be determined by total service as a teacher with the District, whether or not continuous. (Such service will be computed as described in (1) above.)
3. If a tie remains after the application of the procedures as described in (1) and (2) above, then the order of dismissal and/or recall within category 3 or 4 will be determined by number of credit hours beyond a Bachelor's degree with the person with more credit considered senior.
4. If a tie remains after the application of the procedures as described in (1), (2) or (3) above, the order of dismissal and/or recall within category 3 or 4 will be determined by total teaching service in the level or teaching area available to those teachers being considered as equal in services.
5. If a tie remains after the application of the above procedures, the order of dismissal and/or recall within category 3 or 4 will be decided by drawing lots.
6. By 75 days before the end of the school year, annually the Board will publish a seniority list and honorary dismissal list which are prepared according to the provisions herein. The list will be communicated to all licensed teachers. Each licensed teacher will have thirty (30) calendar days to file written objections to his/her ranking.

B. Continuing Employment

All teachers shall notify the Board, in writing, not later than June 1 prior to the opening of a school term if he/she does not expect to remain in the Somonauk Schools.

When a contract is tendered to a teacher, such contract shall be returned to the Board within a period of ten (10) days indicating whether such teacher does or does not expect to return. Failure to notify the Board or return the contract within the specified period shall result in the continuation of the teacher's current salary until such time that the teacher returns the contract or the start of the forthcoming school year, whichever occurs later.

C. **Part-Time Service**

Should a full-time tenured teacher choose, with the written mutual consent of the teacher and the administration, to change from full-time to no less than half-time employment, the teacher will retain his/her seniority status and tenure rights as provided by the terms of this Agreement.

The teacher may return to full-time employment only when a full-time position is available and no teacher of lesser seniority shall be required to be reduced to less than full-time employment by the Board. The Superintendent, or their designee, and the SEA will meet prior to hire of a part-time licensed teacher to discuss and agree upon any additional duties to be performed outside of the part-time contracted hours. Part-time employees will be expected to perform only those duties agreed upon by the SEA and the Superintendent or designee.

All part-time teachers who are required to work more than their contracted number of hours per week will be compensated for the additional hours worked at their hourly rate.

ARTICLE 4

EVALUATIONS

A. Uniformity of Evaluations

1. Evaluation of teachers shall comply with the procedures set forth in the Illinois School Code, the District Evaluation Plan and this Article. Changes to the evaluation document or process will be made through the evaluation committee. The evaluation committee shall consist of a member of the Association from each building and administrators as determined by the Superintendent. The evaluation committee shall review the evaluation documents and process each year and discuss needed improvements.

B. Evaluation Process

1. Teachers will be evaluated by an administrator according to the provisions in the Illinois School Code.
2. **Non-Tenured Teacher:** A non-tenured employee will be formally evaluated by a qualified administrator not less than twice a year during the employee's probationary period. The initial meeting will take place within thirty (30) days of the beginning of the school year. A non-tenured teacher, whose last summative rating was needs improvement, will have his/her summative evaluation completed prior to the RIF date.
3. **Tenured Teacher:** Tenured teachers who received an excellent or proficient rating on their last evaluation will be formally evaluated not less than once during the course of every three (3) school years following the receipt of the evaluation rating. Informal observations will begin no later than January 1st of the school year. Summative evaluations must be completed by May 15th of the school year. A teacher whose last summative rating was needs improvement, will have his/her summative evaluation completed prior to the RIF date. Teachers in their last year of employment due to scheduled retirement and who received an excellent or proficient rating on their last evaluation are currently scheduled for an evaluation year will not be required to proceed with the scheduled evaluation.
3. **On Site Observations:** Each evaluation will be comprised of on-the-job site formal observation(s) by the evaluator for not less than thirty (30) consecutive minutes. Teacher and administrator will mutually agree upon the administrator use of videotaping or audio taping the observation for the purpose of completing the evaluation. The video and/or audio will be destroyed when the evaluation has been completed.
4. **Association Representation:** All members of the bargaining unit will have the right to have Association representation present at any evaluation conference.
5. **Specific Recommendations For Improvement:** Any teacher who receives an "unsatisfactory" or "needs improvement" rating in a **specific domain** will be

provided specific suggestions by the evaluator so as to assist in remedying the situation. After input from the teacher, the evaluator will develop specific suggestions for improvement including a timeline of implementation.

6. **Probationary Employee and a Non-Employment Recommendation:** In all cases where the administrator is considering not recommending a probationary teacher for continued employment status, a copy of the recommendation (evaluation) will be given to the teacher prior to the administrator submitting the recommendation (evaluation) to the Board of Education. All of the reasons stated in the recommendation, must have been discussed with the teacher prior to such a recommendation.

C. Post-Evaluation Conference and Procedure

Employees must provide their written reflection to the evaluator within (10) working days of a formal observation. Failure to do so will result in an unsatisfactory rating in Domain 4a. The evaluator must provide his/her written summary of the formal observation to the employee within ten (10) working days of the employee providing his/her reflection. The employee and the evaluator will mutually agree to a date and time for a post observation conference in which to discuss the written summary. This conference must take place within ten (10) working days after the employee has received the written summary from the evaluator, unless both parties agree to a date outside of the 10 days. Within 24 hours of a formal observation, a teacher can request an additional formal observation. The additional formal observation would supersede the previous formal observation. The observer can be a different administrator if requested by the teacher.

D. Informal Observations

Informal Observations can happen at any time during the school year. One of those observations (or two for non-tenured teachers) must be written up and given to the teacher within ten (10) days of the observation. Either the evaluator or teacher may request a discussion after the feedback has been delivered.

E. Instructional Coach

Information obtained by the Instructional Coach will not be used in the teacher's evaluation unless independently substantiated by the evaluator.

ARTICLE 5

NEGOTIATIONS PROCEDURES

A. Commencement of Negotiations

Negotiations on a successor contract shall begin no later than April 1 in the year in which this contract terminates.

B. Meetings

Meetings among the participating parties will be called upon request of either of the parties. A request shall contain the reason or reasons for the meeting. A mutually agreeable meeting date will be set within ten (10) days of the date requested.

C. Communications

Requests to the superintendent shall be made to him/her or his/her designated representative; requests to the Board shall be made to the Board and the superintendent; request to the Association shall be made to the president and/or the Association Committee Chairperson(s).

D. Information

The superintendent and the central administrative staff may serve as resource consultants and will furnish copies of the tentative budget, Board salary proposals, and copies of proposed amendments and additions to administrative and Board Policies affecting professional personnel, and such other readily available and pertinent information that the Association may request.

The Association will furnish copies of any pertinent information as reasonably requested by the superintendent or Board.

E. Scope

The Association and the Board agree that negotiations, in good faith, will encompass all of the aspects of working conditions governing the following items:

1. Wages
2. Hours
3. Other terms and conditions of employment
4. Other mutually agreed upon matters

F. Requests for Assistance

The participants may call upon competent professional and lay representatives to consider the matter under discussion and to make suggestions. All participants have the right to utilize the services of consultants in deliberation.

G. **Mediation**

1. If agreement is not reached in all items within ninety (90) days prior to the scheduled start of the forthcoming school year and all items sought to be negotiated had been thoroughly explored without reasonable expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists and call for the appointment of a mediator in accordance with Section G.2 of this Article. If the Illinois Educational Labor Relations Board invokes mediation within forty-five (45) days of the scheduled start of the school year, the mediator will be appointed in accordance with Section G.2 of this Article.
2. When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, a mediator will be selected by the parties from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation Service is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties will select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.

H. **Ratification and Approval of Contract**

When the Association and the Board reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and then to the Board for official approval.

I. **Printing of Contracts, Costs, and Distribution**

Within thirty (30) days after this Agreement is signed, copies of this Agreement shall be made available to each member of the Association now employed, or hereafter employed. All costs involved in the printing and distribution of this agreement shall be borne by the Board.

ARTICLE 6

STRIKE PROHIBITION

During the term of this Agreement, the Association and each of its bargaining unit members agrees not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any job action which would materially interfere with the administration of the Somonauk School District.

The Board agrees that there will be no lock out of the Association or Association members during the life of this agreement.

ARTICLE 7

PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions

1. Any written claim by the Association or a teacher that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement, or administrative procedure that is in direct conflict with the provisions of this agreement, will be a grievance.
2. As is used in this Article, the term "days" will mean days on which the school is in session or during summer vacation, days when the business office is open.

B. Informal Procedures

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

C. Formal Procedures

Step One: The teacher or the Association will present the grievance in writing to the immediately involved supervisor. Such grievance will be submitted within ten (10) days following the occurrence complained of or within ten (10) days of when such occurrence should reasonably have become known. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the claim. Within ten (10) days of the meeting, the teacher and the Association will be provided with the supervisor's written response.

Step Two: If the grievance is not resolved at Step One, then the Association or teacher may refer the grievance in writing to the superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee will arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the teacher and the Association will be provided with the written response of the Superintendent or designee.

Step Three: Only the Association may submit the grievance to binding arbitration. If the Association is not satisfied with the disposition of the grievance at Step Two the Association may file a demand for arbitration with the American Arbitration Association which will act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) days of the date for the Step Two response, then the grievance will be deemed withdrawn. The arbitrator will base his decision solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator will have no power to alter, amend, modify or add to the terms of this Agreement.

D. General Provisions

1. Each party will bear the full costs of its representation. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. If either party requests a transcript of the proceedings, that party will bear full costs for that transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Association.
2. When the teacher requests to be represented by the Association, an Association representative has the right to participate in the processing of a grievance at any step. No teacher will be required to discuss any grievance if an Association's representative is not present.
3. When a teacher is not represented by the Association, the Association has the right to have a representative present to state its views at any formal step of the grievance procedure. At Steps Two and Three of the grievance procedure, such views will be stated in writing.
4. If a teacher is required by the Board to be involved in a meeting involving the grievance during school hours, he will be excused for such purposes without loss of pay.
5. A grievance may be withdrawn at any level without establishing a precedent and, if withdrawn, will be treated as though never having been filed.
6. The failure of the teacher or Association to act within the time limits set forth will preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance will be advanced to the next highest level. Time limits specified may be extended by mutual written agreement.
7. No reprisals will be taken for the processing or participation in any grievance.
8. All records related to the grievance will be filed separately from the personnel files of the teacher.
9. By mutual agreement, any step of the grievance procedure may be bypassed.
10. By mutual written agreement, the expedited arbitration Rules of the American Arbitration Association may be utilized.

ARTICLE 8

ADMINISTRATIVE-FACULTY COMMITTEES/PROCEDURES

A. Staff Relations Team

1. A joint administrative-faculty committee shall be established to discuss items which concern the educational program in the district, to improve communication, and to resolve issues of staff concerns and needs. However, the committee shall not discuss any matter on which a grievance is pending or which involves collective bargaining negotiations. The Superintendent shall appoint the administrators and the Association shall appoint the teachers. The Superintendent or designee shall be chair. Depending upon the agenda of a particular meeting, the composition of the team may change at the discretion of the superintendent or Association provided that the Superintendent or Association is given at least seven (7) days notice of such proposed change.
2. Within thirty (30) days of the start of school, the Superintendent and President of the Association shall meet to discuss SRT meetings for the school year. At least four meetings shall be scheduled throughout the year unless it is agreed upon and documented by the Superintendent and President of the Association that the meetings are not necessary. SRT minutes will be forwarded to the SEA President. Upon review by the SEA President, the minutes will be sent out to the Association and submitted to the Board of Education at the next Board meeting.

B. Selection and Review of Administrators

As a part of the selection process the president of the Association and/or President's designated representative(s) will work with administration to interview prospective candidates for administrative positions within the District. As a result of the interviews the Association will be asked for feedback for the selection of the person to fill the administrative position.

In addition, the Superintendent shall annually solicit written input regarding administrative performance, including the Superintendent, Building Principals, Director of Special Education, and Athletic Director, prior to making the final report and recommendation to the Board.

ARTICLE 9

GENERAL REQUIREMENTS FOR EMPLOYMENT

A. Certification

All instructional personnel shall have their license active and must be highly qualified. The certificate must qualify them for the work to which they are assigned. Proper certification is the responsibility of the individual teacher.

B. Fitness to Perform Duties/Examination

Each new member of the faculty shall present evidence of physical fitness to perform duties assigned and freedom of communicable disease. Such evidence shall consist of a physical examination made by a physician licensed in Illinois to practice medicine and surgery, and be presented by October 1st of the year the teacher is employed. Cost of the initial physical examination shall be paid for by the new faculty member. Once initial evidence of physical and psychological fitness has been established, the Board will not require an Employee to take a psychological or medical examination, unless, based upon the Employee's performance, there is sufficient cause to believe a psychological/medical problem exists that impairs performance. The Employee will be notified in writing of the sufficient cause which warrants a psychological/medical examination. In all such cases, the Board and Employee will mutually select the physician and the Board will pay for the examination and all other related expenses. The only reports to the District from the physician will relate to whether the Employee is fit for service relating to the specifically stated concern.

C. Proof of Ability

An employee who has been absent because of illness for more than two (2) weeks may be required by the superintendent to present written proof of ability to perform his/her duties upon return to work. This certificate shall be made out by a physician authorized to practice under the laws of the State.

ARTICLE 10

COMPENSATION

A. Salary Schedules

1. Placement on the Salary Schedule

Teachers will be placed on the salary schedule shown in Appendix A, with such placement based on the teacher's years of teaching service in the District as of the start of the 2023-2024 school year including years of teaching credit given upon hire, if any, and education as of August 15, 2023. All teachers not in the retirement track shall receive a 5.5% increase from their 2022-23 salary and 4.5% for the 2024-2025 school year.

Teachers who are off schedule will receive the same salary increase as those who are on the salary schedule.

2. Impact of Leave of Absence

Unpaid leaves of absence of more than ninety (90) consecutive days will not be counted in determining years of service toward placement on the salary schedule.

B. School Year Defined

The salary schedule is based upon a school calendar to be determined by the Board on the recommendation of the Superintendent and with the input of the Association. Prior to February 1 of each year, the Superintendent and Staff Relations Team will meet to review a proposed calendar. The Superintendent shall review the results with the SRT prior to making a final recommendation to the Board.

C. Pay Dates

Certificated personnel shall be paid in twenty-four (24) payments on the 5th and 20th day of each month. If the 5th falls on a Saturday, Sunday, or holiday, said personnel will be paid on the Friday prior to the weekend or holiday. If the 20th day falls on a Saturday, Sunday, or holiday, said personnel will be paid on the Friday prior to the weekend or the day immediately prior to the holiday.

D. Placement of the Teacher on the Salary Schedule

1. Teachers hired into the district shall be placed on the salary schedule at no more years of service than they have earned.

2. Within fourteen (14) days of a new hire, the District will notify the Association of the teacher's name, years of service awarded at hire, education credit given and salary.
3. A maximum of two (2) years shall be allowed for military service if the teacher's teaching career was interrupted while teaching in the district.
4. For positions determined by the Superintendent to be hard to fill, the Superintendent may choose to offer a one-time signing bonus of up to \$1500 to the selected applicant, which shall be paid to the individual upon beginning to teach at Somonauk. The parties agree that hard to fill positions include, but are not limited to CTE, Science, Math and Special Education. Any other positions will be discussed with the SEA President, or designee, for their input before extending an offer of employment that would include a possible hiring bonus.

E. **Advancement on the Salary Schedule**

1. The salary of each teacher will be based upon the approved credit and experience status of such teacher on the opening day of the school year. No teacher may be placed in or enter the BS+8, BS+16, BS+24, MS+8, MS+16, MS+24 lanes as these lanes are only open to those teachers who were employed prior to the 2018-2019 school year and hold the respective degree as of January 1, 2018.
2. Teacher salary sheets for signature shall be distributed within five (5) days after the first day of school and shall include anticipated salary (as described in Article 10 A), information regarding known extra-duty assignments, the amount of sick days available, and education hours acquired beyond a Bachelor's. Teachers must sign the salary sheet and return to the district office within three (3) days of receipt (as described in Article 3 B). Horizontal advancement on the salary schedule shall only occur on September 1 and February 1.

A teacher may qualify for advancement on the salary schedule (BS to MS, MS to CAS or 2nd MS) by earning approved undergraduate or graduate credit hours from an accredited college or university, or by completing an advanced degree. Online courses for advanced degrees or certification must meet certification requirements according to ISBE and be approved by the Superintendent.

The district will provide Northern Illinois University (NIU) tuition waivers as available to teachers who wish to pursue a graduate degree program from NIU. Teachers in a graduate degree program from an accredited college or university other than NIU may apply for Board reimbursement of 50% of the tuition for course work related to that program. Teachers must submit supporting documentation for reimbursement by the first working day in January or June in order to receive reimbursement that month. Reimbursement shall be limited to 50% of the per current credit hour rate for Northern Illinois University for teachers pursuing their first Master's degree and 40% of the per credit hour rate for Northern Illinois University for subsequent advanced degrees. If the cost of the tuition is

less than 50% of the current per credit hour at NIU, you will receive 50% of the tuition paid. If the cost of the tuition is more than 50% of the current per credit hour at NIU, you will receive 50% of the current per credit hour of NIU.

Restrictions:

- a. Graduate programs and individual courses must be approved by the superintendent in order to qualify for reimbursement.
- b. A grade of "B" or better or a "pass" for pass / fail class must be earned.
- c. A teacher who applies for tuition reimbursement or uses tuition waivers must agree to remain a full time teacher in Somonauk Community Unit School District No. 432 for a minimum of three (3) complete school years after completion of the graduate degree program. If through his/her choice, employment is terminated before completing three (3) full school years of service after completion of the graduate degree program, he/she will repay Somonauk Community Unit School District No. 432 for such professional reimbursement and sign a promissory note to that effect.

F. **National Board Certification Stipend**

A participating teacher who has earned his or her National Board Certification while being employed by the Board, upon proof of receipt of certification, shall receive \$500 per year (\$1000 per year if certification was earned prior to August 23, 2012) provided that the certificate is maintained in good standing for said year commencing with the fiscal year (July 1 - June 30) in which the certificate is first received. All eligible teachers shall be paid this stipend in their last paycheck of the fiscal year in which proof of certification is provided.

G. **Heavy Teaching Loads**

Any Employee with more than the normal teaching load (employee does not have the 225 plan minutes) as set forth in this agreement will receive additional compensation. If an employee receives between 195 – 224 plan minutes per week due to scheduling conflicts, that employee will receive a \$1500 additional annual stipend. If an employee does not have at least 195 plan minutes a week, that employee will receive \$5000 for an additional preparatory class or \$3500 for a course already being taught in that school year. Any high school teacher who has more than four unique preparations will receive a \$1500 additional annual stipend.

H. **COVID Recognition**

This section refers to the Covid Bonus that was awarded to staff during the 2022-2023 school year. It remains in the contract to outline the procedure should the COVID bonus require the district to pay a TRS Penalty.

The Board recognizes the hard work and dedication of the SEA members throughout the covid pandemic. Therefore, in addition to the employee's salary noted above, each licensed educator returning for the 2022-2023 school year, who was employed during the 2020-2021 school year, shall receive a one-time, non-repeating, non-cumulative salary payment of \$1000. In addition, each licensed educator returning for the 2022-2023 school year, who was employed during the 2021-2022 school year, shall receive a one-time, non-repeating, non-cumulative salary payment of \$1000. These payments will be made in a lump sum, payable as soon as possible after final contract approval/ratification by the parties, but no earlier than July 1, 2022 through a special payroll not included in the regular paycheck. This payment will be reported to TRS as "creditable earnings," subject to TRS Rules.

To the extent that receipt of the COVID recognition bonus, by itself, renders an SEA member ineligible for the Pre-Retirement Benefit under Article 14, Section B, due to failing to meet the requirements under paragraph 4 and/or 5 (a.k.a. "look back" eligibility requirements) of Article 14, Section A, the Board will waive these "look back" eligibility requirements under the following conditions:

1. The SEA member submits an irrevocable letter of retirement no later than March 1 four (4) years prior to the first year of a four-year pre-retirement benefit. The look back waiver is not available to any SEA member who submits for a pre-retirement benefit of less than four (4) years.
2. The SEA member must submit a signed promissory note (a.k.a. payback agreement) in the form appearing as Appendix C of this Agreement wherein the teacher promises to pay back the difference between the sum of the total salary enhancements received under the retirement benefit plan, minus the actual salary the teacher would have received in accordance with the regular salary schedule of the District, if a change in the teacher's retirement date results in any TRS penalty (e.g., 6% penalty) to the District.

ARTICLE 11

EXTRA DUTIES

A. Assignment of Extra Duties

The administration will assign faculty members to the various extra duties of the Somonauk School District. It will be the responsibility of each teacher to accept and perform the duties assigned. These extra duties are to be divided equally among the staff members insofar as possible. Extra duty assignments for the forthcoming year will be included in the tentative assignment sheet provided to the Employees not later than the last teaching day of the school term.

In the event an assignment cannot be filled by qualified applicants from the current certified employees, the Superintendent will recommend possible alternatives to the Board. The Superintendent will notify the president of the Association of positions that cannot be filled and will consider all recommendations from the Association prior to making a recommendation to the Board.

The Board is responsible and retains final authority over all assignments.

B. Extra Duty Index

A dollar stipend for extra duties performed (see Appendix B) is to be added to a teacher's salary. Copies of all existing job descriptions shall be available to the Association upon request.

Requests for new extra duty stipend positions, as well as the stipend for the new position, must be approved by the Board and the Association.

C. Sharing of Extra Duties

When two or more people elect and are granted permission to split the duties of a position, the stipend will be shared.

D. Summer Pay

Curriculum Committee or other authorized summer work that falls outside the normal school term duties of an employee shall be paid at the rate of \$35/hour, unless otherwise provided in this Agreement. No Association member shall be involuntarily required to work on the District's behalf between the close and start of the contractual teaching sessions unless the required work is to satisfy the requirements of the normal school term duties.

E. **Extended contracts**

Licensed employees serving as instructors, or in their professional capacity, for more than the school calendar will be paid their per diem rate based on their base salary. Agreement to any extended contracts will be communicated in writing to the association. See the Stipend Schedule for approved jobs and duration. Extended contracts may be reduced by the Board with notice to the affected employee no later than 45 days prior to the end of the school year.

F. **Moving Rooms**

In the event that a teacher is required to change classrooms between school years because of an administrative move to another grade level or assignment, said teacher is entitled to compensation for packing and moving into the new classroom. Compensation will be set at \$20/hour for a maximum of 5 hours.

G. **Weight Room Coverage**

The Superintendent shall set a schedule for supervision for weight room coverage during the summer. The number of hours and schedule for weight room coverage shall be determined by the Superintendent on an annual basis. Teachers who supervise the weight room will be paid \$20/hour.

H. **Grant Writing**

A teacher who writes a grant may earn up to 5% of a grant awarded if payment is included as part of the grant. For all other grant writing, a teacher will earn \$25 per hour up to a maximum of 10 hours per grant if awarded. Grant value must exceed \$2,000 to qualify for the hourly pay. In all cases the Board will pay a maximum of \$500.00. The following grants are not subject to payment under this Agreement: VALEES, state CTE grants or SEF.

I. **Summer School Pay**

A teacher who teaches or supervises summer school will be paid according to their individual per diem.

ARTICLE 12

LEAVES

A. Sick Leave

1. Full-time teachers will be entitled to a certain number of sick leave days without loss of pay pursuant to a tiered system in accordance with the following schedule:

Teachers with less than five years in the district will receive 10 sick days each year. Teachers with five or more years in the district, sick leave will be earned according to the following table:

Employee Balance of Sick Days on August 1	Sick Days Earned
Less than 50	18
51-100	20
101-200	22
201 or more	25

2. Unused sick days accumulate to a maximum balance of 360 days. Should a teacher accumulate more than 360 sick days, they may choose to redeem days in excess of 360 at a rate of \$50 per day. The excess days will be deducted from the teacher's bank of sick leave days and paid within sixty days after the teacher's final paycheck and shall not be considered as a part of the teacher's final creditable earnings as reported to TRS. Such withdrawal shall only be allowed when the Teacher resigns from the District for purposes of retirement and only to the extent allowed by TRS reporting rules. The teacher shall be responsible for any and all income taxes associated with this payment.
3. Sick leave shall be interpreted to mean personal illness or quarantine at home. Sick leave shall also be granted for serious illness in the household of the employee, in the immediate family, or of an immediate step relative. Immediate family or immediate step relatives shall be interpreted to mean parent, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, aunt, uncle, husband, wife, child, daughter-in-law, son-in-law, niece or nephew. Sick leave may also be utilized to attend the funeral of a close friend or family member not listed above, provided any such leave for two or more consecutive days or three days in the aggregate per school year must be

approved by the Superintendent or designee in his or her sole discretion and without precedential effect.

Pay deductions for the absences in excess of the sick leave granted will be at the rate of 1/180th of the base salary of the teacher involved, per day.

B. Perfect Attendance Compensation

Any teacher who utilizes no sick days in a given school year will be paid \$300. This pay shall be payable in one lump sum at the end of the school year. The teacher with perfect attendance could choose instead to have an additional personal day for the following school year. If unused the following year, it will be converted to a sick day.

C. General Leave of Absence

Unpaid leaves may be granted to teachers under the following conditions:

1. The applicant shall make a written request to the superintendent no later than 45 school days prior to the end of the school year.
2. The leave of absence shall not be granted for more than one year.
3. Any employee hired by the district to replace a full-time teacher taking a one-year leave of absence, will be considered a full union member with rights and responsibilities as related to evaluations, mentoring, discipline, hiring, and dismissal. The position of the teacher on the unpaid leave will be considered filled unless the unpaid leave teacher elects to return.
4. The employee must inform the district in writing of their intent to return by March 1 of the year of the leave. Failure to do so will be taken as intent to not return to the district.

D. Family and Medical Leave Act

The district will abide by the law of Family Medical Leave Act.

E. Personal Business Leave

1. Full-time teachers shall be granted 4 days of personal leave at full pay per school year, with any unused personal leave days from the previous school year being added to the teacher's accumulated sick leave. Personal leave shall be granted only in amounts of half days or full days. Written notification of such leave will be made to the Superintendent or his/her designee at least four business days prior to the onset of such leave, however in an emergency, such application may be made at a later time with an explanation of such emergency. Requests shall be limited to two consecutive days.

2. Such leave shall not be granted on a teacher employment day during the last two weeks of the school year, immediately preceding or following a school vacation, holiday, or summer recess period, nor on any scheduled in-service or institute day or for a day for which compensation is received (exclusive of jury duty or professional presentations). In extraordinary and exceptional circumstances the Superintendent, where the teacher has provided four (4) days written notice (except for emergencies) to the Superintendent of his or her request for personal leave, the Superintendent shall grant personal leave outside the foregoing limits. Extraordinary and exceptional circumstances are defined as follows:
 - a. attend immediate family member or immediate step-relative's (as defined in Section A.3, Sick Leave) wedding,
 - b. take immediate family member or step-relative to school or selective service obligation,
 - c. attend family member or step relative's performance, whether academic, athletic or professional,
 - d. attend immediate family member or step-relative's graduation ceremony,
 - e. meet the needs of an adoption and/or other legal obligation.

For any extraordinary and exceptional circumstances falling outside of this definition or for teachers who possess no personal leave days, the Superintendent may grant personal leave outside the foregoing limits at her/his discretion and any such action shall not be appealable or precedential in any respect; provided, however, the teacher shall be docked at his/her per diem rate if the personal day falls on an institute day.

F. Professional Leave

An Association member appointed or elected to an office of a professional education organization or association will consult with the Superintendent as to the responsibilities and demands of holding such an office and will mutually agree as to the number of days absence, if any, permitted without loss of pay. Such agreement will not be precedential in any respect.

Association members may be granted professional leave, including professional presentations, without loss of pay upon approval of the administration. Teachers may retain compensation received for professional presentations.

G. Jury Duty

A teacher serving on a jury during his/her scheduled working hours shall receive full salary for the time served on the jury upon surrendering to the Board all payments received for serving as a juror, less any mileage allowance and meal allowance.

Days absent while serving on jury duty will not be deducted from personal or sick leave.

Any teacher who is subpoenaed to testify during school hours in any judicial or administrative proceeding as a result of their employment as a teacher in the District shall continue to receive their full salary and days absent will not be deducted from personal or sick leave.

H. Bereavement Leave

Up to three (3) work days will be allowed on account of a death of an immediate family member or immediate step relatives (as defined in Section A.3, Sick Leave). All approved bereavement leave will not be deducted from personal or sick leave.

I. Assault Leave

Any case of assault upon an employee while on duty for the District will promptly report the incident, in writing, to the Board or its designee. The Board will provide reasonable assistance to the employee in connection with the handling of the incident by the appropriate authority. No deduction will be made from the salary of an employee or from his/her accumulated sick leave if he/she is unable to perform his/her duties as a consequence of an assault occurring in the scope of duties of the employee. However, if the employee qualifies for disability benefits under the Illinois Teachers' Retirement System and/or Workers' Compensation Act, the employee will apply for these benefits and his/her payments from the District will be reduced by the amount received from these funds; the employee's combined payments from these three (3) sources should be equal to his/her regular salary. The employee will remit to the Board any sums received for salary in excess of his/her regular salary. Sums which may come from a policy of insurance maintained entirely by the teacher will be excluded.

J. Paid Parental Leave Benefit Option

Any teacher who gives birth (or is the spouse of an individual person who gives birth (biological or otherwise), adopts a child during the term of this Agreement is entitled to Board Paid leave of up to thirty (30) working days. The 30 days herein may extend up to forty (40) days for a teacher who physically gives birth (i.e., mother only, natural or cesarean) and provides medical certification demonstrating the need for additional recovery. The following conditions apply to this benefit:

- The teacher must return to work immediately following the paid leave (e.g. first work day following 30 days).
- The teacher must take the leave immediately following the birth or adoption and in one consecutive timeframe (i.e., no intermittency).
- In the event the teacher extends the time off beyond the paid leave benefit, the District will retroactively deduct from the teacher's sick leave account the number of days of Board paid leave received or dock the teacher's pay for any amount of days in excess of available sick days.
- In the event the teacher later takes time off within the 12 months of birth, adoption, or placement for adoption of the child, the District will retroactively deduct from the teacher's sick leave account the number of days of Board paid leave received or dock the teacher's pay for any number of days in excess of available sick days.

- For situations where both spouses are teachers in the District, both teachers may receive this benefit. The time off may be used by both teachers concurrently (both spouses off at the same time) or consecutively (i.e., the mother is off for 40 consecutive days, then the father is off for 30 consecutive days).
- This benefit is for newborn children or for adopted children whom the teacher did not have a previous relationship with. It does not apply to the adoption of step-children.

The benefit provided under this provision is no way meant to impede a teacher from utilizing leave benefits to which he/she may be entitled (e.g., FMLA or Sick leave under the School Code). Rather, it allows the teacher to choose between a Board paid benefit or the use of other available leave rights.

ARTICLE 13

SUBSTITUTE TEACHER PAY

A. Long Term Substitutes

When a substitute teaches for more than twenty (20) consecutive days on one assignment, payment will be made at a daily rate of 1/180th of the base salary in Step 0, Lane BS set forth in the salary schedule in Appendix A. This section shall be reviewed with the teacher prior to any known long-term substituting situation.

B. Internal Substitution

Teachers used through the internal substitution procedure as substitutes during planning or lunch periods shall be paid at a rate of \$32 per hour. Teachers shall report their actual time spent as an internal substitute to the building principal (or designee) each day. Each building principal will develop a written procedure for attaining internal substitutions by the beginning of the school year. Unless specified in a teacher's specific assignment of duties, as outlined in a job description, a teacher shall not be required to accept an administrator's request to serve as a substitute for more than 225 minutes per semester.

ARTICLE 14

RETIREMENT OF TEACHING PERSONNEL

A. Requirements for Eligibility:

1. The teacher must have at least 15 years of full-time service as a certified employee in the School District at their expected retirement date.
2. The teacher must submit an irrevocable letter of retirement to the Superintendent by March 1, prior to the school year in which benefits will begin under this program. At the submission of the letter of retirement, the teacher shall submit a TRS statement of benefits or documentation confirming the teacher's total years of service and creditable earnings.
3. The teacher must meet the age and service credit requirements of TRS at their retirement date. A teacher who chooses to retire with less than the required age and service credit needed for a full pension may retire with a reduced pension.
4. The teacher must not have received an increase in creditable earnings of greater than 6.0% in any year preceding commencement of the pre-retirement benefits which, if when combined with the years of this plan, would have resulted in a "TRS penalty" (a.k.a "excess salary contribution") to the District.
5. For teachers who request benefits beginning with the 2018-2019 school year or later, the Board will not be obligated to pay a penalty imposed by TRS due to the teacher's salary exceeding the TRS excess salary contribution threshold if the teacher retires anytime after submitting his/her letter of retirement. For example, a teacher who received a salary increase greater than the applicable excess salary contribution threshold in any of the three years prior to the year the retirement benefits provided under this Section would begin would not be eligible for the retirement benefits.
6. The teacher will be held to the retirement language in the Agreement active at the date of the submittal of the letter of retirement.

B. Pre-Retirement Benefits

In each year that benefits are received under this program, the teacher shall be paid as follows:

1. The teacher will remain “off schedule” and receive a six percent (6.0%) increase in creditable earnings over the prior year’s total TRS creditable earnings for each year up to four (4) years.
2. The teacher shall perform all duties that are used in determining total TRS creditable earnings in the years in which program benefits are received. A teacher who does not perform such duties shall have his/her compensation reduced accordingly.
3. A teacher under this retirement program will not be able to earn more than six percent (6.0%) of the previous year’s total TRS creditable earnings, regardless of assignment or possible movement on either the salary schedule or extra duty schedule.

To the extent that the retirement benefits described under this Section shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such benefits so that the Board will not incur such penalties.

C. Post Retirement Benefit

Teachers submitting an irrevocable letter of retirement by March 1 the year prior, shall receive a non-elective, employer contribution to the teacher’s 403(b) account, post-retirement. The amount of the contribution shall be calculated on the basis of the teacher’s full years of service in the District as follows: (1) teachers with 15-20 years of service will receive a total of \$5000; (2) teachers with 21-25 years of service will receive a total of \$7500; and (3) teachers with 26+ years of service will receive a total of \$10,000. Such contribution shall be made in accordance with Section 403(b) of the Internal Revenue Code, applicable regulations, and the Board’s 403(b) Plan, if offered. Such contributions shall be made in a lump sum following the teacher’s receipt of his/her final paycheck for regular earnings and last day of service in the District.

The parties agree that the administration of the 403(b) is not subject to Article VII (Grievance Procedure) of this Agreement. Coordination of 403(b) benefits will be provided to the extent allowed by and in accordance with applicable Internal Revenue Code provisions, regulations promulgated there under, and applicable Notices and publications.

D. Release from Irrevocable Letter of Retirement

In the event of a catastrophic life change such as death or severe disability of the teacher’s spouse or child, upon the teacher’s request, the Board of Education may release, in the Board’s sole discretion, the teacher from their irrevocable letter of retirement. If this is approved, the teacher will return to their accurate place on the salary schedule and no longer receive the pre-retirement benefits.

ARTICLE 15

MAJOR MEDICAL INSURANCE

A. Health Insurance Options and Premiums

For full-time licensed teachers, the Board will pay the insurance premium up to 9% over the District's highest deductible individual HSA plan or provide that equal amount of money towards a higher cost plan. The Board will also provide 100% of the premium of a plan that is less than the District's highest deductible individual HSA plan. Changes to the annual premium will be addressed as described below. The Board will also contribute an additional \$100 per month toward the family portion of the health/life insurance program of the district.

B. Health Insurance Policy

The insurance policy agreed to by the parties during negotiations of this Agreement shall be the insurance policy for the school term unless the coverage becomes unavailable or cost of single coverage in any year exceeds the Board's contribution or the Insurance Study Group described below recommends and the Board accepts an alternative plan that does not increase the cost to the district.

The Board will maintain an Insurance Study Group (ISG) which shall be comprised of three (3) members to be appointed by the Superintendent and three (3) members to be appointed by the Association President. The ISG shall meet as necessary to review the Board's current health insurance program and ways to revise the health insurance program to continue to reduce costs to the Board. The ISG shall make recommendations to the Board for revising the health insurance program to reduce costs to the Board. The insurance committee will have the responsibility of recommending the health insurance carrier and plan or plans to the Board of Education. This recommendation must be made to the school board by June 1st of each year. The school board reserves the right to hire the agent/broker who will represent the district in this process.

For full-time licensed teachers, the Board will pay the insurance premium up to 9% over the District's high deductible individual HSA plan or provide that equal amount of money towards a higher cost plan. The board will also provide 100% of the premium of a plan that is less than the District's high deductible individual HSA plan. Each insured employee shall have his/her choice of plan as presented by the ISG. All money will be paid directly to the insurance provider. Each succeeding year the district will pay up to a 9% increase in the premium compared to the previous year. The portion in excess of 9% will be split 50% each between the employee and the district. Each year the base premium becomes the total premium from the previous year. For example the 2018-2019 base premium is \$100. For the 2019-2020 year the base premium goes up 13%, which will be shared between the board and the employee as indicated above. In 2019-2020 the new base premium is \$113, which will be used to evaluate if the 2020-2021 premium is a 9% increase over the 2019-2020 premium

C. Declining Health/Life Insurance

Any member of the Association that elects not to be a part of the group health/life insurance program as offered by the Board, shall forfeit any claims against the Board for payment of any losses incurred by the individual and shall, in addition, meet any and all eligibility requirements as shall be included in the contract which the Board shall have with the company issuing the policy in force.

D. Life Insurance

The Board shall provide each full-time employee with group life insurance in the amount of \$50,000.

E. Vision Insurance

Vision insurance will be available to all employees at the employees own cost.

F. COBRA

Insurance continuation for members of the Association leaving the district for any reason shall be governed by COBRA provisions.

G. Health Insurance While on Leave

Employees granted a leave of absence by the Board shall be eligible to remain on the group insurance plan of the district. The employee on leave shall pay the entire premium cost.

H. ARTICLE 16

PAYROLL DEDUCTIONS

A. Tax Sheltered Annuity

1. The "Tax Sheltered Annuity" program is available to all regular, full-time employees of the Somonauk Public Schools. A representative of a designated insurance company is authorized to counsel with any employee and assist in servicing annuities purchased by the employee.
2. The Somonauk Schools will authorize the withholding of a portion of the employee's salary to be invested in the annuities issued by a life insurance company.
3. The Board shall make available a plan for employees as authorized under Section 125 of the *Internal Revenue Code* for the sheltering of certain dependent health care contributions made by the employee.
4. The Board provides this service by the authority of the *Internal Revenue Code* of 1954, as amended.

B. Teachers' Professional Organizations

The Board will withhold as a payroll deduction, and forward to the Association, the withheld money for the Illinois Education Association and/or National Education Association dues owed to the I.E.A./N.E.A. of those members of the Association so wanting this deduction. The Board shall use the list of members submitted to the Payroll Department by each year by September 1 to determine the amounts of the bi-monthly Association dues to be deducted. Dues deduction shall continue in effect from year to year unless terminated by written notification to the Association President and the Payroll Department prior to September 1 of any school year or upon termination of an employee's employment by the Board.

The Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability, including but not limited to, damages, attorney's fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of the article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

ARTICLE 17

TEACHERS' RETIREMENT SYSTEM AND TEACHER HEALTH INSURANCE SECURITY FUND

A. Retirement Contribution

Each teacher's salary will be determined from the salary schedule shown in Appendix A and pursuant to Article 10 of this Agreement. Extra duty stipends are shown in Appendix B. In addition to the teacher's salary, the Board shall pick up and pay to TRS up to 9% of the teacher's required member TRS contribution on the teacher's total creditable compensation (e.g., salary plus stipend). The up to 9% sheltered amount, although designated as employee contributions to the Retirement System, shall be paid by the District in lieu of contributions by the teacher. The teachers have no right or claim to monies so remitted, except as it may subsequently become available upon retirement or resignation from the Teachers' Retirement System. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teachers' required contribution to the TRS is a condition of employment made in order to secure the teacher's future services, knowledge and experience.

ARTICLE 18

GENERAL PROVISIONS AND WORKING CONDITIONS

A. Class Size and Load

The Board shall make every attempt to continue to follow the State of Illinois recommendations in determining the teacher load. Variations may occur due to the differences in length of classes or as a result of student enrollment during the year.

B. Preparation and Planning Periods

1. All certificated personnel shall make themselves available for conferences, guidance, and extra help with the administration, parents, or pupils who so desire. Every attempt will be made to schedule such conferences and meetings at a time other than the unassigned planning and preparation time.
2. All Association members shall be entitled to unassigned planning and preparation time excluding 1/2 hour duty free lunch. Anytime there are unassigned duties (does not include committee meetings, PLC, morning supervision duties, end of school day) can constitute plan time. During a teacher's planning time, the teacher will have no other assignments. Full time teachers shall receive 225 minutes per 5 day week for planning. Teachers' workday will be from 7:30 a.m. – 3:15 p.m.

C. Safety

1. Teachers shall report immediately in writing to their principal all cases of assault and/or battery suffered by them in connection with their employment, and all of the facts and circumstances concerning the incident. Such report shall be submitted within twenty-four (24) hours of the incident unless the teacher is unable to do so by reason of injuries sustained. This report shall be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for non-privileged information in the possession of the Board, which relates to the incident of the person involved.
2. Issues regarding the safety of school district employees shall be reviewed annually by the S.R.T. committee.

ARTICLE 19

DURATION AND EFFECT/VALIDITY OF AGREEMENT

A. Duration

This Agreement shall be effective as of August 10, 2023. This Agreement shall continue in effect until the 10th day of August 2025. This Agreement shall expire at such expiration date, unless it is extended for a specific period or periods by mutual written agreement of the parties or is replaced by a Successor Agreement.

B. Additional Bargaining

The parties hereby acknowledge that the terms and conditions included in this Agreement represent the full and complete understanding between the parties. The Board and Association, for the life of this Agreement, each waive any obligation to bargain with respect to any subject matter that may or may not have been known to either or both of the parties at the time this Agreement was negotiated or signed and that any bargaining will be limited to a Successor Agreement except that with the mutual consent of both parties, such matters may be discussed and the Agreement modified. The terms and conditions of this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment, memo of understanding, or side letter of agreement.

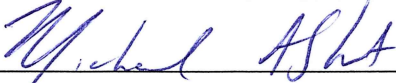
C. Board Policy and Administrative Rules

Any existing policy or administrative rule relating specifically to the duties of teachers will not be changed without prior consultation with the Association.

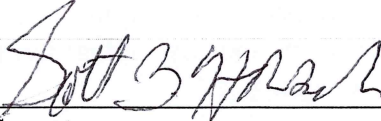
D. Severability

If any article, paragraph, sentence or clause of this agreement is held invalid or unconstitutional, such decision shall not affect the remaining portion of this agreement or any article or part thereof.

FOR:
BOARD OF EDUCATION
SOMONAUK COMMUNITY UNIT
SCHOOL DISTRICT NO. 423



ATTEST:

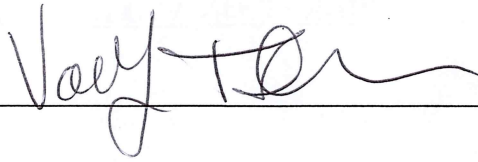


Secretary

3-20-2023

Date Signed

FOR:
SOMONAUK EDUCATION ASSOCIATION



ATTEST:



Secretary

3-17-23

Date Signed

APPENDIX A

2023-24 SALARY SCHEDULE*

Lane	A	B	C	D	E	F	G	H	I
Experience	BS	BS+8	BS + 16	BS+24	MS	MS+8	MS + 16	MS+24	CAS or 2nd MS
0	\$44,595	\$46,388	\$48,182	\$49,975	\$51,769	\$53,562	\$55,356	\$57,149	\$58,943
1	\$45,434	\$47,227	\$49,021	\$50,814	\$52,608	\$54,401	\$56,195	\$57,988	\$59,782
2	\$46,272	\$48,066	\$49,859	\$51,653	\$53,446	\$55,240	\$57,033	\$58,827	\$60,620
3	\$47,113	\$48,907	\$50,700	\$52,494	\$54,287	\$56,081	\$57,874	\$59,668	\$61,461
4	\$47,954	\$49,747	\$51,541	\$53,334	\$55,128	\$56,921	\$58,715	\$60,508	\$62,302
5	\$48,795	\$50,588	\$52,382	\$54,175	\$55,969	\$57,762	\$59,556	\$61,349	\$63,143
6	\$49,636	\$51,429	\$53,223	\$55,016	\$56,810	\$58,603	\$60,397	\$62,190	\$63,984
7	\$50,475	\$52,269	\$54,062	\$55,856	\$57,649	\$59,443	\$61,236	\$63,030	\$64,823
8	\$51,316	\$53,110	\$54,903	\$56,697	\$58,490	\$60,284	\$62,077	\$63,871	\$65,664
9	\$52,157	\$53,951	\$55,744	\$57,538	\$59,331	\$61,125	\$62,918	\$64,712	\$66,505
10	\$52,998	\$54,791	\$56,585	\$58,378	\$60,172	\$61,965	\$63,759	\$65,552	\$67,346
11	\$53,839	\$55,632	\$57,426	\$59,219	\$61,013	\$62,806	\$64,600	\$66,393	\$68,187
12	\$54,680	\$56,473	\$58,267	\$60,060	\$61,854	\$63,647	\$65,441	\$67,234	\$69,028
13	\$55,520	\$57,314	\$59,107	\$60,901	\$62,694	\$64,488	\$66,281	\$68,075	\$69,868
14	\$56,361	\$58,155	\$59,948	\$61,742	\$63,535	\$65,329	\$67,122	\$68,916	\$70,709
15	\$57,201	\$58,995	\$60,788	\$62,582	\$64,375	\$66,169	\$67,962	\$69,756	\$71,549
16					\$65,497	\$67,290	\$69,084	\$70,877	\$72,671
17					\$66,617	\$68,410	\$70,204	\$71,997	\$73,791
18					\$67,738	\$69,532	\$71,325	\$73,119	\$74,912
19					\$68,859	\$70,652	\$72,446	\$74,239	\$76,033
20					\$69,980	\$71,774	\$73,567	\$75,361	\$77,154
21					\$71,101	\$72,894	\$74,688	\$76,481	\$78,275
22					\$72,222	\$74,016	\$75,809	\$77,603	\$79,396

***Columns in grey are only available to those employees who were in that column prior to 2018. New employees may not be placed in those columns and no employees may move into a grey column.**

****NOTE: Staff who are "off schedule" will be compensated as described in Article 10 of this Agreement**

2024-25 SALARY SCHEDULE*

Lane	A	B	C	D	E	F	G	H	I
Experience	BS	BS+8	BS + 16	BS+24	MS	MS+8	MS + 16	MS+24	CAS or 2nd MS
0	\$45,725	\$47,599	\$49,474	\$51,348	\$53,222	\$55,096	\$56,970	\$58,845	\$60,719
1	\$46,602	\$48,476	\$50,350	\$52,224	\$54,098	\$55,973	\$57,847	\$59,721	\$61,595
2	\$47,478	\$49,352	\$51,227	\$53,101	\$54,975	\$56,849	\$58,723	\$60,598	\$62,472
3	\$48,355	\$50,229	\$52,103	\$53,977	\$55,851	\$57,726	\$59,600	\$61,474	\$63,348
4	\$49,233	\$51,107	\$52,982	\$54,856	\$56,730	\$58,604	\$60,478	\$62,353	\$64,227
5	\$50,112	\$51,986	\$53,860	\$55,735	\$57,609	\$59,483	\$61,357	\$63,231	\$65,106
6	\$50,991	\$52,865	\$54,739	\$56,613	\$58,487	\$60,362	\$62,236	\$64,110	\$65,984
7	\$51,869	\$53,743	\$55,618	\$57,492	\$59,366	\$61,240	\$63,114	\$64,989	\$66,863
8	\$52,747	\$54,621	\$56,495	\$58,369	\$60,244	\$62,118	\$63,992	\$65,866	\$67,740
9	\$53,625	\$55,500	\$57,374	\$59,248	\$61,122	\$62,997	\$64,871	\$66,745	\$68,619
10	\$54,504	\$56,378	\$58,253	\$60,127	\$62,001	\$63,875	\$65,749	\$67,624	\$69,498
11	\$55,383	\$57,257	\$59,131	\$61,005	\$62,880	\$64,754	\$66,628	\$68,502	\$70,376
12	\$56,262	\$58,136	\$60,010	\$61,884	\$63,758	\$65,633	\$67,507	\$69,381	\$71,255
13	\$57,140	\$59,014	\$60,889	\$62,763	\$64,637	\$66,511	\$68,385	\$70,260	\$72,134
14	\$58,019	\$59,893	\$61,767	\$63,641	\$65,516	\$67,390	\$69,264	\$71,138	\$73,013
15	\$58,898	\$60,772	\$62,646	\$64,520	\$66,394	\$68,269	\$70,143	\$72,017	\$73,891
16					\$67,272	\$69,146	\$71,020	\$72,895	\$74,769
17					\$68,444	\$70,318	\$72,192	\$74,066	\$75,941
18					\$69,615	\$71,489	\$73,363	\$75,237	\$77,112
19					\$70,787	\$72,661	\$74,535	\$76,409	\$78,283
20					\$71,957	\$73,832	\$75,706	\$77,580	\$79,454
21					\$73,129	\$75,004	\$76,878	\$78,752	\$80,626
22					\$74,300	\$76,174	\$78,049	\$79,923	\$81,797

***Columns in grey are only available to those employees who were in that column prior to 2018. New employees may not be placed in those columns and no employees may move into a grey column.**

****NOTE: Staff who are "off schedule" will be compensated as described in Article 10 of this Agreement**

APPENDIX B - EXTRA DUTY STIPEND SCHEDULE
 2023-25 STIPENDS
 JRW/MIDDLE SCHOOL

Activity	(0-3 years)	(4-8 years)	9+ years
8TH GRADE BASKETBALL	7%	7.50%	8%
7TH GRADE BASKETBALL	7%	7.50%	8%
SMS SOCCER	7%	7.50%	8%
SMS ASSISTANT SOCCER	5%	5.50%	6%
8TH GRADE VOLLEYBALL	7%	7.50%	8%
7TH GRADE VOLLEYBALL	7%	7.50%	8%
SMS TRACK	7%	7.50%	8%
SMS ASSISTANT TRACK	5%	5.50%	6%
SMS CHEERLEADING	7%	7.50%	8%
SMS JUNIOR COUNCIL ADVISOR	\$1,200.00		
SMS YEARBOOK	\$1,500.00		
SMS SPELLING BEE ADVISOR*	\$350.00		
SMS VISUAL ARTS CLUB	\$1,200.00		
STEM CLUB AND STEM FEST	\$1,200.00		
JRW YEARBOOK	\$1,000.00		
MENTORS			
2nd YEAR MENTOR	\$1,500.00		
TEACHER MENTOR	\$500.00		
LLT			
3 POSITIONS (JRW & SMS)	\$1,000.00		

APPENDIX B - EXTRA DUTY STIPEND SCHEDULE
 2023-2025 STIPENDS
 HIGH SCHOOL

Activity	0-3 years	(4-8 years)	9+ years
VARSITY BASKETBALL	15%	15.50%	16%
ASST. BASKETBALL	10%	10.50%	11%
VARSITY VOLLEYBALL	12%	12.50%	13%
ASST. VOLLEYBALL	9%	9.50%	10%
VARSITY SOCCER	12%	12.50%	13%
ASST. SOCCER	9%	9.50%	10%
VARSITY BASEBALL	12%	12.50%	13%
ASST. BASEBALL	9%	9.50%	10%
VARSITY SOFTBALL	12%	12.50%	13%
ASST. SOFTBALL	9%	9.50%	10%
CHEERLEADING	12%	12.50%	13%
ASST. CHEERLEADING	9%	9.50%	10%
TRACK	12%	12.50%	13%
ASST TRACK	9%	9.50%	10%
DANCE	12%	12.50%	13%
E-SPORTS	12%	12.50%	13%
CLASS ADVISORS			
FRESHMEN	\$800.00		
JUNIORS	\$1,000.00		
JUNIORS	\$1,000.00		
SOPHOMORE	\$800.00		
SENIORS	\$1,000.00		
H.S. YEARBOOK	\$2,500.00		
ALL-SCHOOL PLAY	\$2,000.00		
STUDENT COUNCIL	\$2,000.00		
NATIONAL HONOR SOCIETY	\$750.00		
ROBOTICS	\$750.00		
G13 CLASS	\$750.00		
LEADERSHIP	\$1,200.00		
ACADEMIC BOWL	\$1,000.00		
VISUAL ARTS CLUB	\$1,200.00		
FRESHMAN MENTORING	\$500.00		

LLT			
3 POSITIONS	\$1,000.00		
MENTORS			
YEAR ONE MENTOR(S)	\$500		
Extended Contracts/District Extra Duty			
High School Guidance Counselor	10.0 months		
Band Director	10.5 months		
FFA/Ag Co-Curricular	10.5 months		
FFA/Ag Co-Curricular	10.5 months		
Instructional Coach	10.0 months		

APPENDIX C

COVID BONUS EXAMPLE

An example to illustrate the impact of the COVID bonus and the Pre-retirement enhancements is as follows. Teacher A submits her irrevocable letter of retirement on March 1, 2022 and informs the board that she will retire in May 2026. According to the contract she will receive 6% increases for the next 4 years as illustrated in the chart below.

School year	Teacher A salary (6% increase)
2021-22	\$ 63,080
2022-23	\$ 66,865
2023-24	\$ 70,877
2024-25	\$ 75,129
2025-26	\$ 79,637

In the summer of 2024 Teacher A determines that she has decided to retire effective immediately. She has now violated the terms of Article 10 Section H of the contract. She now must pay back the difference between the retirement enhancements (6%) and the negotiated salary increases for SEA members (3%) for the years that she received those enhancements (2023 and 2024).

School year	Teacher A salary (6% increase)	Salary with SEA raise (3%)	Difference
2021-22	\$ 63,080	\$ 63,080	\$ -
2022-23	\$ 66,865	\$ 64,972	\$ 1,892
2023-24	\$ 70,877	\$ 68,871	\$ 2,006
2024-25	\$ 75,129	\$ 73,003	\$ 2,126
2025-26	\$ 79,637	\$ 77,383	\$ 2,254

Teacher has to repay the District \$3898 which is the difference between the retirement enhancement and the salary increase that she would have received if she was not in the retirement track.