



AGREEMENT

between

HAZEL CREST FEDERATION OF TEACHERS Local 943, IFT/AFT

and the

BOARD OF EDUCATION OF HAZEL CREST SCHOOL DISTRICT NO. 1521/2

2021-2024

TABLE OF CONTENTS

ARTICLE I	GENERAL PRINCIPLES1
1.1	Recognition1
1.2	Board Authority Under Law1
1.3	Right to Join Organization1
1.4	Dues Deduction 1
1.5	No Strikes and Slowdowns2
1.6	General Effects of Benefits2
1.7	Information to the Union2
ARTICLE II	BOARD RIGHTS3
ARTICLE III	OBLIGATIONS OF BARGAINING UNIT MEMBERS 3
3.1	Adherence to Board Policies
3.2	Use of Outside Lecturers
3.3	Handling Elections3
3.4	Conferences with Parents
3.5	Absences Without Proper Authorization4
ARTICLE IV	WORKING CONDITIONS4
4.1	Teacher's Obligations4
4.2	Assignments4
4.3	Union Information5
4.4	Union Use of School Buildings5
4.5	Staff Lounges5
4.6	Attendance at Faculty Meetings5
4.7	Discipline of Students6
4.8	Interruption of a Class
4.9	Conference Committee
4.10	Travel Reimbursement 8
4.11	Teacher's Lunch Period8
4.12	Hours of School Day8
4.13	School Calendar9
4.14	Classroom Collections
4.15	General Supervisory Obligations9
4.16	Recess Periods
4.17	Posting of Available Positions
4.18	Transfers
4.19	Curriculum Night
4.20	Workshop Training11
4.21	Use of Educational Materials11
4.22	Lesson Plan Obligations11
4.23	Internal Substitution
4.24	Injury Due to Assault and/or Battery and
	Destruction of Personal Property

ARTICLE X	PRINCIPLES CONTROLLING NEW EMPLOYEE MOVEMENT ON THE SALARY SCHEDULE	27
ARTICLE IX	PRINCIPLES CONTROLLING LATERAL MOVEME ON THE SALARY SCHEDULE	
8.12	Bereavement Leave	26
8.11 '	Sick Leave Bank	
8.10	Jury Duty	
8.9	Personal Business Leave	
8.8	Sabbatical Leave	
8.7	Professional Meeting Leave	
8.6	Public Service Leave	
8.5	General Leave	
8.4	Extended Illness Leave	
8.3	Family Medical Leave Act	21
8.2	Military Leave	
8.1	Sick Days	20
ARTICLE VIII	LEAVES	20
7.2	Teacher's Personnel File	19
7.1	Citizen Complaints	
ARTICLE VII	CITIZEN COMPLAINTS AND PERSONNEL FILES	
6.5	Compliance with Procedures	19
6.4	Restrictions on Use of Public Address System	19
6.3	Teacher's Right to Respond	
6.2	Evaluation Procedures	
6.1	Evaluation of Traveling Teachers	18
ARTICLE VI	EVALUATION PROCEDURES	_
5.5	Exclusion of Remedies	18
5.4	Procedure	
5.3	Statement of Basic Principles	
5.2	Definitions	
5.1	Purpose	
ARTICLE V	GRIEVANCE PROCEDURE	
4.33	Complaints Against a Teacher	15
4.32	Early Release on Fridays & Day Before Holiday	
4.31	Planning Periods	
4.30	Class Size Guidelines	
4.29	Paycheck Options	
4.28	Instructional Materials Request	
4.27	Summer School Classes	13
4.26	Meetings with Union President	12
4.25	Corporal Punishment	12

ARTICLE XI	TUITION REIMBURSEMENT	28
ARTICLE XII	INSURANCE	29
12.1	Medical Insurance	29
12.2	Term Insurance	30
12.3	Dental Insurance	30
12.4	Duration of Benefits	30
12.5	Benefits Committee	30
ARTICLE XIII	MISCELLANEOUS PROVISIONS	30
13.1	Pay for Tutoring	30
13.2	Pay for Extra-Curricular Activities	30
13.3	Pay for Unused Sick Days	31
13.4	Consulting Teacher	31
ARTICLE XIV	END-OF-CAREER SALARY INCREASES	31
ARTICLE XV	ADDITIONAL PROVISIONS APPLICABLE TO SUPPORT STAFF	22
15.1	Hours of Work	
15.2	Breaks	
15.3	Lunch	
15.4	Discipline and Suspension Procedures	
15.5	Covering Classes	
15.6	Evaluations	
15.7	Hiring	
15.8	_	
15.6	Holidays	
15.10	Working Conditions	
	Filling of Vacancies	
15.11	Institute Days	
15.12	Tuition Reimbursement	
15.13	Support Staff/Non-Certified Employee Retirement	
15.14	Transfers	37
ARTICLE XVI	LEGALITY OF AGREEMENT	37
ARTICLE XVII	EFFECT AND DURATION OF AGREEMENT	
17.1	Duration	37
17.2	Changes	
17.3	Impasse Procedure	
17.4	Results of Negotiations	38
17.5	Commitment by the Parties	38
17.6	Effect of Prior Agreements	38
ARTICLE XVIII	ACCEPTANCE OF AGREEMENT	39
EXTRA_CTIRRICT	III.AD SALADV SCHEDIII ES 2021-2024	40

TEACHERS' SALARY SCHEDULE – 2021-2022	41
TEACHERS' SALARY SCHEDULE – 2022-2023	43
TEACHERS' SALARY SCHEDULE – 2023-2024	45
SECRETARY SALARY SCHEDULE - 2021-2022 through 2023-2024	47
TEACHER AIDE SALARY SCHEDULE - 2021-2022 through 2023-2024	49

ARTICLE I. GENERAL PRINCIPLES

1.1. Recognition

The Board of Education, Hazel Crest School District No. 152½ hereinafter referred to as the "Board", recognizes the Hazel Crest Federation of Teachers, Local 943, IFT/AFT, hereinafter referred to as the "Union", as the sole and exclusive bargaining agent for all salaried part-time and full-time teaching, reading specialists, math specialists, behavioral interventionists, SPED case managers, school psychologists, District teacher mentors, instructional coaches, guidance counselors, social workers, speech pathologists, certified school nurses, and nurses of the district and all part-time and full-time secretarial and clerical personnel and all teacher aides including but not limited to school secretaries, library aides, teachers' aides, bilingual aides, nursing aide, Title I aides and the parent coordinator, except the Superintendent, Assistant Superintendent, Principals, employees who are hired mainly for administrative purposes, the executive secretary, secretary to the Executive Director and Business Manager, payroll clerk, accounts payable clerk and pupil personnel assistant, with regard to salaries, working conditions covered in this agreement, and fringe benefits. "Part-time" as defined in this Agreement covers teachers employed half-time or more, but less than full time.

1.2 <u>Board Authority Under Law</u>

The Union recognizes that the Board has full authority and responsibility under the laws of the State of Illinois, subject to the terms of this agreement, as to the employment, tenure and discharge of any of its employees. The Union recognizes the Board's authority, under law, to direct and supervise the operation of the schools of School District 152½ (hereinafter called the "District").

1.3 Right to Join Organization

Teachers shall be free to join the teacher organization of their choice. Teachers shall also be free to refrain from joining any teacher organization.

1.4 <u>Dues Deduction</u>

The Board agrees to deduct Union membership dues bi-weekly during the school year from the pay of those employees who individually request in writing that such deductions be made.

After the dues deductions are made, they shall be remitted, together with an itemized statement as contained on the proper IFT form, to the President of the Union.

Authorization for such deduction shall be in effect for the duration of the Agreement unless written notice of revocation is given by the employee to the employer and the Union. Revocation shall become effective thirty (30) days after such notice is given.

The Union agrees to indemnify and hold harmless the Board and all its agents from any and all claims, demands, suits, and costs incurred in making deductions, transmitting

funds to the Union, or any other reasonable action taken or omitted for the purpose of complying with this Section.

1.5 No Strikes and Slowdowns

The Union hereby agrees that it will not call for, sanction, or encourage that its members will take part in any strike, picketing tending to disrupt the normal functioning of the school system of District 152½, slow down or concerted refusal to render full and complete service to the District by teacher personnel employed by the District, or other action tending to disrupt the normal functioning of this school system while this Agreement remains in effect. Any such action by any individual teacher shall render that teacher subject to Board discipline.

It is understood and agreed that should another election of an exclusive bargaining agent be conducted under the provisions of this Agreement, then as a condition for placing any such organization on the ballot, its officers must confirm in writing that that organization will, if elected, not call for, sanction or encourage and its members will not take part in any strike, picketing, slowdown or concerted refusal to render full and complete service to the District by teacher personnel employed by the District, or other action tending to disrupt the normal functioning of this school system.

1.6 General Effects of Benefits

The benefits which result from this Agreement shall apply to all regularly employed certified personnel covered by this Agreement.

1.7 Information to the Union

The District will provide the following information to the union regarding bargaining unit employees:

- (A) Within 10 calendar days from the beginning of every school term and every 30 calendar days thereafter in the school term, in an Excel file or other editable digital file format agreed to by the exclusive representative, the employee's name, job title, worksite location, home address, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.
- (B) Within 10 calendar days from the date of hire of a bargaining unit employee, in an electronic file or other format agreed to by the exclusive representative, the employee's name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

ARTICLE II. BOARD RIGHTS

The Board, on behalf of the electors of the District, retains and reserves the ultimate responsibility for the proper management of the District, including but not limited to the responsibility for and the right to:

- a) Maintain executive management and administrative control of the District and its properties and facilities and the activities of its employees as related to the conduct of District affairs.
- b) Hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal, and to evaluate, promote and transfer all such employees.
- c) Establish, modify or eliminate courses of instruction, including special programs, and athletic, recreational and social events, all as deemed necessary or advisable by the Board.
- d) Delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current Board policy or as the same may from time to time be amended.
- e) Determine class schedules, non-classroom assignments, the hours of instruction, and the duties, responsibilities, and assignment of those in the bargaining unit.

ARTICLE III. OBLIGATIONS OF BARGAINING UNIT MEMBERS

3.1 Adherence to Board Policies

Bargaining unit members will adhere to all Board policies, rules and regulations not in conflict with this Agreement. Such policies shall be available to all bargaining unit members with the placement of a Board Policy Book in the principal's office in each building, which can be reviewed by bargaining unit members upon reasonable request. A copy of changes in policies will be sent to the President of the Union.

3.2 Use of Outside Lecturers

A teacher shall not invite or allow outside lecturers to participate in classroom procedure without the prior written consent of the building Principal.

3.3 Handling Elections

Bargaining unit members shall not at any time use the classroom or school buildings to influence pupils in connection with the election or defeat of any candidate for public office.

3.4 <u>Conferences with Parents</u>

Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from home is required for the students success in the program. The building principal shall be informed of any conferences outside the designated District scheduled parent/teacher conferences. In addition, principals have the prerogative to schedule parent/teacher conferences whenever the need arises. However, principals must consult the teacher prior to scheduling any parent/teacher conference. In case of a non-academic related emergency parent/teacher conference, the teacher musts receive at least 30 minutes to prepare for such a conference and will not be removed from a class without prior knowledge of the conference.

3.5 Absences Without Proper Authorization

Any bargaining unit member who is absent from his assigned tasks without proper authorization shall have a prorated deduction of his/her annual salary for each day or part of the day of this absence. In those instances where a member uses sick leave although he/she has no sick leave days or sick bank leave available, the docking of salary will be effectuated by immediate payroll deduction.

ARTICLE IV. WORKING CONDITIONS

4.1 <u>Teacher's Obligations</u>

A teacher's time, other than the scheduled duty-free lunch period, shall be devoted to instructional duties, including keeping informed on the instructional program, conferring with parents, pupils, and the Administration, preparation for future classes, studying and maintaining records.

The Board will notify parents and students at the start of the year that parents should set up conferences with teachers so as not to interfere with the teacher's contact time with students in class. Administrators will, throughout the year strive to ensure that parents set up conference times with teachers so as not to interfere with the delivery of instruction and student contact time.

4.2 Assignments

Principals shall furnish written tentative fall assignments to the teachers no later than the last day of the school year. Such notification shall include, whenever possible, subjects, class ability levels, grade level, building, number of assigned periods, and special classes, if any. Where such particulars are not available by the last day of the school year, teachers will be informed of these particulars as soon as they have been decided. Every effort shall be made by the Administration to adhere to that assignment schedule. Any necessary subsequent changes shall be discussed with and explained in advance to the teacher(s) involved. However, all teachers remain responsible to participate in approved educational field trips for students, and 8th grade teachers remain responsible to participate in graduation.

For any involuntary change in assignment, requiring physical relocation, for which notification is provided after the date specified in the first paragraph, a teacher shall be entitled to \$75.00 for work performed prior to the official beginning date of the next school year if such time is put in to facilitate the change. When such time is used, the arrangements must be coordinated with the principal of the building so as to receive verification from the principal so the Business Office can provide the payment for the extra time. If an internal move is necessary, the teacher may request assistance in moving in coordination with the building principal.

4.3 <u>Union Information</u>

The Union shall have the right to use the mail boxes in each school for the dissemination of announcements and other Union literature. An appropriate space or bulletin board shall be provided in the faculty room in each building for the posting of Union literature. Only the principal or a Union designee may post material or cause material to be posted on such space, except that if such space is not cleared at the end of the school year, the administration may cause all material to be removed from this space. All written Union announcements and literature distributed in the mail boxes shall be identified as Union material and shall be signed and dated by the sender, and a copy shall be first delivered to the building principal or his designee prior to distribution.

4.4 Union Use of School Buildings

The Union, with permission of the Superintendent or principal of the building, shall be allowed to use a school building room for the purpose of regular and special Union meetings. No Union meetings shall be held or Union business conducted during school hours.

The Union may use school copy machines after the normal workday has ended and the equipment is not otherwise being used for school purposes. The Union will supply all paper required for its copying project and agrees to pay a reasonable charge (not to exceed three (3) cents per page) for equipment maintenance and other incidental copying supplies.

4.5 Staff Lounges

The Board shall continue to provide one staff lounge in each school building and shall provide for regular sweeping and maintenance of these lounges. The staff shall continue to provide assistance in keeping the lounges clean by removing lunch bags, pop bottles, etc. Students shall not be authorized by the Administration or by teachers to enter or use the staff lounges except in an emergency situation.

4.6 Attendance at Faculty Meetings

Faculty meetings will be limited to two (2) per month. Teachers shall attend faculty meetings when called by the Administration and shall remain until adjournment by the

administrator in charge of the meeting. Regular faculty meetings will be limited to no more than one hour. In the event a teacher needs to be excused prior to the end of a meeting, he/she needs to make a request in advance to the principal. The tentative schedule for these monthly building meetings will be established by the start of each academic year, with meetings to be held on the same day across the District. Emergency meetings may be called by agreement of the principal and the union building representative.

The administration will provide at least two school days advance notice of additional meetings such as meetings for Math Curriculum, PBIS, SIP, and Reading Intervention.

4.7 <u>Discipline of Students</u>

Salaried teachers and other certificated educational employees shall maintain discipline in the schools. A teacher may send to the principal, with written referral at the time, a student engaging in acts of gross disobedience or misconduct. The pupil will be readmitted to class only upon written approval of the principal, or acting principal in the principal's absence. The administrator shall inform the teacher of the action taken or to be taken following the referral by a teacher. In case of a serious discipline problem the teacher shall confer as soon as possible with the principal or his designee to provide all necessary information concerning the problem.

Students who are referred to the principal's office should be given a written admittance form by administration. If a student returns without a written admittance, the teacher will immediately communicate with administration to obtain the written admittance.

The parties recognize that the Board has the authority to establish rules for the District as to discipline. A committee shall be established consisting of teachers from the District (one from each building) to be selected by the teachers respectively at each building, and representatives from the Administration as appointed by the Superintendent. This committee shall ultimately make recommendations to the Superintendent concerning a review of student disciplinary policy for the District. The Superintendent will forward these recommendations, with his/her own comments and recommendations, to the Board. Representatives of the committee, the Administration and a committee of the Board will then meet to discuss these recommendations. The Board's decision as to disciplinary policy shall be final.

4.8 <u>Interruption of a Class</u>

Only the Superintendent, building principal or acting building principal may authorize the interruption of a class. Interruption will be authorized only in emergency situations or where the Superintendent, principal or acting principal believes it to be in the best interests of the District. A child may only be removed from a class in session for other than disciplinary reasons by the Superintendent, Principal, or acting Principal.

4.9 Conference Committee

A. Forming the Committee

- At the beginning of the school year each fall, a Conference Committee shall be established for the express purpose of determining the nature and extent of new committees to be formed in the District during the coming school year. The Conference Committee shall consist of the Superintendent, all building Principals and one teacher from each school, to be designated by the teachers from that particular school. The Superintendent shall inform the Conference Committee as to which standing and/or ad hoc committees from the previous year will continue. A list of the designated teachers from each school shall be sent to the President of the Union.
- A majority vote of this Committee shall be sufficient to authorize the establishment of a proposed new committee. Should there be any dispute as to whether or not a proposed committee shall be formed, and should the matter not be disposed of by the Conference Committee, that Committee shall refer that matter to the Board for consideration at the next public meeting. The decision of the Board shall be final.

B. <u>Procedures Governing Committees</u>

- Unless otherwise specified in this Agreement, the building Principals, acting in concert, shall first solicit volunteers for various committees before making assignments, with the principals and Superintendent making the initial decision as to the membership size of each committee. After a committee is appointed, the committee members themselves can determine if they need more assistance and may recruit and use teacher volunteers to work with their committee in a non-voting advisory capacity.
- 2) Teachers shall regularly serve on committees to which they are appointed. Should a teacher be unable or unwilling to serve on a committee to which the teacher is appointed, the teacher will be excused from membership.
- Teachers shall be advised at faculty meetings or by bulletin of the intended formation of a committee and its general purpose and shall be given an opportunity to volunteer to serve on any committee. The Committee, once formed, shall establish its own meeting times and places and shall assign necessary work. A roster of committee personnel shall be posted in each school or shall be distributed to each teacher.
- 4) Committees shall not meet during school time, and committee work shall not interfere with a teacher's classroom work. Committees meeting after school hours shall normally not be required to meet longer than sixty (60)

minutes after the meeting begins. Committees may meet on workshop days when workshops are not in session.

A committee may make periodic reports to the teachers and the Administration and shall make a final report to the teachers and Administration. All reports, including a deadline date for completion of tasks, shall be coordinated by the Superintendent. The final report of the committee and its recommendations shall be determined by majority vote of the committee. This report, together with any minority reports of committee members, shall be distributed to the faculty and administration. The Superintendent shall present committee reports to the Board of Education at the Board's next public meeting, and the Board will give careful consideration to these reports. The Committee chairperson may also be in attendance and participate when the Committee reports are made to the Board.

4.10 <u>Travel Reimbursement</u>

Any bargaining unit member who travels within the District will be reimbursed for mileage at the current IRS rate. Teachers using their personal automobiles for authorized travel must file an annual certificate of insurance. Under no circumstances are teachers to transport students in their personal automobiles.

4.11 <u>Teacher's Lunch Period</u>

Teacher personnel, which includes School Nurses, Social Workers, Psychologists and Speech Language Pathologists, shall receive a duty-free lunch period equal to the regularly scheduled lunch period of the children, but not less than the minimum required by the *Illinois School Code*. The lunch periods, whenever possible, shall take place between the hours of 11:00 a.m. and 1:00 p.m.

4.12 Hours of School Day

The parties recognize that the Board and Administration have the right to determine the hours of the school day. Teachers shall be present in the school building six hours and forty minutes per day. The parties agree that for the 2021-2022 school year teachers will report to work at 7:50 a.m. and may leave after 3:00 p.m., if professional responsibilities have been completed. The start and end times will not be changed without consultation with the Union.

The parties acknowledge and agree that, during the life of this Agreement, the Board shall not increase the number of minutes per day of instructional time for all teachers in the District.

4.13 School Calendar

The parties recognize that the Board and the Administration have the right to determine the school calendar. The school calendar shall be prepared in accordance with the *Illinois School Code*. The number of teacher working days shall be the same as designated by the *School Code*. (At the time of execution of this provision, Section 10-19 of the *School Code* imposed an obligation upon each school board to annually prepare a calendar for the school term providing a minimum term of at least 185 days to insure 176 days of actual pupil attendance.) Emergency days and days on which state aid is not payable to the District shall not count as teacher working days in computing said 180 days. The District will meet and confer with the union before scheduling the days to be used to make up for emergency closure days.

Upon reasonable request the Union President and his/her designee may confer with the Superintendent, prior to the adoption of the annual calendar, in connection with the annual calendar. After that conference, the Union may also file written recommendations concerning the annual calendar with the Superintendent, who will forward said written report to the Board for its consideration. The Board's decision as to designation of holidays and work days shall be final. Whenever the question of adopting or changing the school calendar shall be considered by the School Board, the Union President shall be notified in advance that such item is to be considered.

All probationary teachers and teachers on remediation shall be required to put in two (2) additional days for professional development and working with their building principals. Probationary teachers and teachers on remediation shall receive their regular daily rate of pay. This Section is not subject to the grievance procedure and/or litigation.

4.14 Classroom Collections

Teachers shall participate in classroom collections as requested by their Principal, but need not act as a collection agency after reasonable efforts to collect have been attempted.

4.15 General Supervisory Obligations

Teachers will be expected to supervise recess periods without extra pay. Teachers shall attend room parties held during the school day. If a school-wide Superintendent-approved social event is held after school hours or continues after school hours, teachers requested to attend by the Principal shall be compensated. Principals shall first seek volunteers for such events. If a school-wide Superintendent-approved, social event involving students is held after school hours or continues after school hours, teachers requested to attend by the Principal shall be compensated. The teachers assigned to the event will be paid \$34.00 per hour for the hours beyond the school day for the duration of this contract.

Non-certified employees will be paid no less than their regular hourly rates for extracurricular activities and assignments.

4.16 Recess Periods

Recess periods will not exceed 20 minutes. Kindergarten and first grade teachers will be allowed to give their classes up to 2 recess periods per class day; provided that there will be no more than one recess period given if PE is also scheduled for that day. Teachers in grades two through five may at their discretion give their classes one recess period per day. The scheduling of recess periods will be done after consultation with the school principal, who is the final authority in matters pertaining to the scheduling, timing and duration of recess periods.

4.17 Posting of Available Positions

Notices of all district-wide vacancies as they are anticipated, or any newly created positions, shall be posted in all school buildings and distributed to all staff via District email with a copy sent to the Union president. No vacancies shall be filled, except in case of emergency, until such notice has been posted for at least five days. Both written and on-line notices shall be kept current and up-to-date. The Union will also be notified when all positions have been filled. The Union recognizes that the Board has the final say as to the filling of such positions.

All stipend paid part-time District positions shall be posted by the administration on the District website and distributed to all staff via District email with a copy sent to the Union President.

4.18 Transfers

No teachers shall be transferred from their current assigned building, grade or department without a prior conference between the Principal, and the teacher involved to explain the reason for the transfer. Said conference must take place prior to tentative assignments being made public.

No teacher shall be transferred from their current assigned building, grade or department unless a decreased enrollment requires a transfer or except in an emergency situation or except where the Principal and the Superintendent agree that such a transfer is in the best interests of the District.

Any teacher may request a change in assignment, grade or building. Teachers may apply for any openings in the District and will be considered for the position on the basis of qualifications and the best interest of the students and their length of service in the District.

4.19 Curriculum Night

The parties recognize that a primary purpose of a Curriculum Night meeting is to introduce the staff to parents and to inform them of classroom procedures and subject

matter. All Bargaining Unit Members shall attend one school Curriculum Night program. Attendance at PTO meetings shall be on a voluntary basis.

4.20 Workshop Training

Workshop programs shall be developed jointly by the Administration and teacher curriculum committees. The Administration and the teachers' committee setting up workshops will attempt to schedule workshop meetings during the school day. If a speaker is not available during the school day he/she may be scheduled after school hours by agreement of the Administration and a majority of the committee. If workshop meetings cannot be completed during the school day, the Administration and a majority of the committee may extend such workshops after school hours for a reasonable period with compensation as stipulated in section 4.15.

4.21 Use of Educational Materials

Teachers have the right to use educational materials furnished by the District in accordance with the instructional program and to structure learning activities within the District planned instructional program according to the best professional judgment recognizing their responsibility to intellectual integrity and scholarly objectivity. The parties agree that all teachers shall follow the curriculum guides approved by the Superintendent and the Board and shall present all sides of any controversial issues or subjects which arise within the curriculum guide. Any deviation from the curriculum guide by a teacher must be approved in advance by the school Principal.

4.22 <u>Lesson Plan Obligations</u>

Teachers are responsible for preparing lesson plans, using the District approved lesson plan template, and turning them into the Principal on a weekly basis. Ordinarily, the teachers shall turn in lesson plans for the following week to the Principal's office every Friday.

4.23 Internal Substitution

Special area teachers, such as Music, Art, and Physical Education teachers, will not be used as substitute teachers for any absent teacher at any time when they have a scheduled class to teach.

When a classroom is without a qualified teacher or substitute:

- a) A regularly assigned teacher can be required to substitute at a rate of thirty-two dollars (\$32.00) per hour during this agreement. This provision does not apply to split class situations as described below in section d.
- b) When a special area teacher is absent, the Administration shall attempt to provide a qualified substitute.
- c) If time permits, a building principal will attempt to use volunteers prior to assigning teachers to internal substitution.

- d) When a class of students must be split and dispersed to other classrooms, teachers of the classes receiving students for the day will be paid an additional fifty-five dollars (\$55.00) for that day.
- e) Specials teachers may be required to accept students from split classes. When this occurs the specials teacher will be compensated at 1/7 of the daily rate per class period.

4.24 <u>Injury Due to Assault and/or Battery and Destruction of Personal Property</u>

In the event a principal is notified that an employee has been assaulted or that there has been damage to their personal property and/or theft in the course of their employment, the principal shall notify the Superintendent immediately and the parent or guardian of the child within twenty-four hours of the occurrence.

The Superintendent, or his designee, shall then immediately notify the proper law enforcement agencies of the assault, personal property destruction, and/or theft.

Employees or their designee, if the employee is unable to report due to injury, shall report in writing to their Principal and to the central office all cases of assault and/or battery suffered by them in connection with their employment. The report shall be furnished to the Superintendent and the Board. The Board shall provide protection for the employees against claims and suits in accordance with the applicable procedures in the School District. Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his/her employment, he/she shall continue to receive his/her regular salary.

The first three (3) work days of such absence shall not be charged to his/her annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Workmen's Compensation and/or TRS/IMRF Pension payments for temporary disability due to the said assault and /or battery injury for the period in which such salary is paid. If the employee receives his/her regular salary while absent from school, he/she shall turn over to the District any funds later received under the Illinois Worker's Compensation and/or TRS/IMRF for such temporary disability.

4.25 Corporal Punishment

Employees will not administer corporal punishment.

4.26 Meetings with Union President

Upon reasonable written request of the Union President and/or his designee the Superintendent shall meet with the Union President and/or his designee during non-school hours to discuss the implementation of this Agreement and other matters of mutual concern and interest.

An administrator of each building shall meet at least once a month, upon reasonable notice, with the Union Building Committee. The committee will consist of the building representatives and the administrator. The committee will meet before or after work hours to discuss school operations and questions relating to the building level issues.

4.27 Summer School Classes

As soon as possible, normally during the month of May, all anticipated classes at the particular time shall be posted in each staff lounge, with a copy being provided to the president of the Union. Classes on that list shall be tentative only and may be changed or deleted by the Administration without prior notice to the teachers. All teachers shall be eligible to apply for summer school courses on the basis of qualification. "Qualification" shall mean grade or subject area certificate, effectiveness and principal recommendation. "Teacher rotation" means that the Administration may act to rotate summer school assignments so that all teachers have an opportunity to teach summer school. If enrollment drops, teacher qualifications should be at the forefront and a conference shall be had with all individuals involved. A teacher will not be dismissed unless said conference is held.

4.28 <u>Instructional Materials Request</u>

If a teacher's request for instructional material or textbook order for the coming school year will not be filled, there shall be a response to that teacher from the Principal as soon as reasonably possible, advising of that fact and stating why the order will not be filled or when the order is expected to be filled, if at all. When requesting instructional material under these provisions teachers shall indicate their priorities; that is, each teacher shall indicate which items he or she deems most necessary for the instructional program.

Teachers will be provided two boxes of paper (one in August and one in January) for instructional use. Teachers who use all of the allocated paper should request additional paper from their principal. Any unused paper should be returned to the District at the end of the year.

4.29 Paycheck Options

Employees shall have the option of receiving their pay on a 9 ½ month (22 substantially equal paychecks) basis or on a 12 month (26 substantially equal paychecks) basis, with notification being accomplished on or before August 15 of each year on a form provided by the Superintendent's office.

4.30 Class Size Guidelines

The Board acknowledges that it is important to monitor the size of classes, with the Union acknowledging that the Board has no control over the number of annual enrollments in the School District. In monitoring class sizes, it is recognized that a desirable number of students in K-3 classes should be 23, with 25 students being the desirable number in the 4-6 classes and 27 students being the desirable number in the 7-8 classes.

The class size guidelines discussed in this section are determined according to the number of students enrolled with the School District.

When class size reaches twenty-eight (28) students for grades 4 through 8 for twenty (20) attendance days between September 1 and April 1, the Board will hire a full-time qualified aide if requested to do so, in writing, by the affected teacher. If the class size for another section of grades 4 through 8 reaches the class size limit of twenty-eight (28) for more than twenty (20) school days and the affected teacher requests an aide, then the aide will be required to divide his/her time between the two sections. The receiving teachers will collaborate on the development of the Aides' schedule. Aides will remain with the assigned class whenever the class is working with a special area teacher. Should class size in either section to which the aide is assigned fall below twenty-eight (28) students for more than twenty (20) attendance days, then the aide will be available for reassignment within the school when he/she is not assisting in the section which exceeds the class size limit.

When class size reaches twenty-three (23) students for kindergarten and twenty-four (24) students for first grade and twenty-six (26) students for grades 2 and 3 for more than twenty (20) attendance days between September 1 and April 1, the Board will hire a full-time qualified aide if requested to do so, in writing, by the affected teacher. If the class size for another section of grades 1 through 3 exceeds the above class size limits for more than twenty (20) attendance days and the affected teacher requests an aide, then the aide will be required to divide his/her time between the two sections. The receiving teachers will collaborate on the development of the Aides' schedule. Aides will remain with the assigned class whenever the class is working with a special area teacher. If the class size guidelines for Kindergarten exceed the desirable sizes set forth above for more than twenty (20) attendance days, a full-time aide will be assigned to the class and the aide will not divide his or her time with another class. Should class size in any section to which the aide is assigned fall below the above class size limits for grades K - 3 for more than twenty (20) attendance days, then the aide will be available for reassignment within the school when he/she is not assisting in the section which exceeds the class size limit.

4.31 Planning Periods

The District will provide 200 minutes (40 consecutive minutes per day) of planning for classroom teachers, during a full week of school, exclusive of the time before and after the student attendance day. Of the 200 minutes of plan time provided, one plan period a week, or 40 minutes a week, may be used at the Administration's discretion for

administrative meetings. The remaining 160 minutes shall be used for grade level/team meetings and planning among those teams. Nothing herein shall limit the right of Administration to attend and participate in such meetings. Such times may not be used for recess, study hall, lunch duty, detention, internal substitution, or other supervisory duties. If a teacher is not relieved as stated above, the teacher shall be compensated at the agreed stipend.

4.32 Early Release on Fridays & Day Before Holiday

On Fridays and the day before a recognized holiday, teachers shall be permitted to leave five (5) minutes after the children unless there is an emergency situation.

4.33 Complaints Against a Teacher

When appropriate, any complaints by a parent of a student directed toward a teacher shall be channeled through the teacher, and no action against a teacher shall be initiated by the Administration until a scheduled parent-teacher conference has taken place, except in emergency matters, provided the conference is scheduled promptly conducive to all parties involved. The teacher may request the presence of a member of the administrative staff. If the parent or the teacher is not satisfied with the results of this conference, of if the parent refuses to have a conference, the following sequence of conferences shall be employed, if appropriate, to seek resolution of the problem:

- 1. parent-teacher-building principal
- 2. parent-teacher- principal-Superintendent or his designee

The teacher may not refuse to be present at the initial conference with the parent and/or student except with the approval of the principal. Nothing in this section shall prevent a principal from hearing a parent complaint. If the parent/guardian has been made aware of the above procedure, this will not be a grievance issue. If a teacher is concerned about a meeting conducted pursuant to this provision, the teacher should notify the appropriate administrator and a meeting between the administrator and the teacher will be held to review and discuss the teacher's concerns.

ARTICLE V. GRIEVANCE PROCEDURE

5.1 Purpose

The procedures herein adopted are designed to secure, at the lowest possible administrative level, equitable solutions to grievances which might arise in the future.

5.2 Definitions

A grievance is hereby defined to mean a written complaint alleging a violation, misinterpretation, or misapplication of any one or more provisions of this Agreement.

The Petitioner is a person or party who believes it has a grievance and files a written grievance as hereinafter provided.

5.3 Statement of Basic Principles

- 1. Any bargaining unit member shall have the right to present grievances as hereinafter provided. However, nothing herein contained shall limit the right of any bargaining unit member to resolve a grievance informally with any appropriate supervisor or administrator, provided the agreed solution is not contrary to any provision of this Agreement.
- 2. Any bargaining unit member who participates in the grievance procedure shall not be subjected to discipline or reprisal because of his/her participation.
- 3. The failure of a bargaining unit member or the Union to act within the time limits hereinafter established will act as a bar to any further appeal. An Administrator's failure to give a decision within said time limits shall permit the grievant to proceed to the next step. Time limits, however, may be extended by mutual written agreement.
- 4. The Administrator involved shall schedule conferences under this procedure to allow reasonable opportunity for all necessary persons to attend. All such conferences will be held after regular school hours or during non-teaching time of the Petitioner. Conferences before the Board shall be at the regular meetings of the Board unless otherwise agreed by the Board and the Petitioner.
- 5. The term "school days" shall mean days when school is in session during the official school term and during summer school session. During the summer recess when school is not in session, the term "school days" shall mean Monday through Friday of each week.

5.4 Procedure

1. Step One

The Petitioner or Union shall attempt to resolve the alleged grievance informally with the Principal or other administrator involved prior to filing a formal written grievance. The Petitioner shall be entitled to Union representation in such discussions if desired by the Petitioner.

2. Step Two

If the grievance is not resolved by Step One (1) within ten (10) school days after the informal meeting with the Principal, but no later than twenty (20) school days of the occurrence, the Petitioner or Union shall submit a written grievance within the timeline prescribed herein. The written grievance shall be filed with the Superintendent, the Principal of the school where the employee works and with the Union President. The Principal or other Administrator who has the authority to make a decision on the grievance shall hold a conference with the Petitioner and the Union Representative. The Principal shall then make such decision and communicate it in writing to the Petitioner, the Superintendent, and to the Union President, all within ten (10) school days from his first receiving the written grievance.

3. Step Three

If the grievance is not resolved through Steps One (1) and Two (2), the Petitioner or Union shall file, within five (5) school days of receiving the Principal's written decision, additional copies of the grievance, specifically stating what portion of the Principal's decision the Petitioner or Union objects to. One copy shall be filed with the Superintendent, one with the Principal, and one with the Union President. Within ten (10) school days thereafter, the Superintendent shall meet with the Petitioner and the Union representative to attempt to resolve the grievance. The Principal involved may also attend that meeting if invited by the Superintendent. Within ten (10) school days of that meeting, the Superintendent shall make his decision in writing and shall forward a copy thereof to the Petitioner, the Principal involved and the Union representative.

4. Step Four

If the grievance is not resolved by Step Three (3), it may be submitted to the Board in writing within five (5) days of receiving the Step Three response, by the Petitioner or Union filing a written request with the Superintendent to be placed on the agenda of a regular meeting of the Board within thirty (30) days.

Failure to file a written request for Board review within the time limits prescribed by this provision will automatically terminate the grievance.

The Petitioner or the Union shall furnish the Board with a written statement clearly explaining the position of the Petitioner or Union at least seven (7) school days prior to the Board's meeting date when it will meet to review such grievance. The Board at such meeting will review the written submission in closed session and may, in its discretion, hear the Petitioner, a Union representative, if requested by the Petitioner, and such other professional and administrative witnesses as the Board or Petitioner may deem necessary for the resolution of the grievance.

5. Step Five

If the Board's decision is not satisfactory to the Union, there shall be available an additional option of impartial arbitration. The Union shall submit in writing to the Superintendent's office a request to enter into such arbitration within the seven (7) school days after the Board's written decision is made known to the Union. The seven (7) day timeline begins upon the Union being handed the Board's decision

or the date the Board's written decision was placed in the mail, postage prepaid, and sent certified mail to the Union. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Union and the Board within seven (7) school days after the Union's notice is given. If said parties fail to reach an agreement on an arbitrator within seven (7) school days, the arbitrator shall be selected from a panel of arbitrators provided by the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of said Association. If either party requests a transcript of the proceedings, that party shall bear the full cost of the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Union. If the Arbitrator requests a copy of the transcript, the costs shall be divided equally between the Board and the Union.

The cost of the arbitrator shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator, in his written opinion, shall not attempt to amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding the issue or issues presented to him in writing by the Board and the Union, and his decision shall be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement then in existence between the parties and the laws of the State of Illinois as applicable.

5.5 Exclusion of Remedies

In the event a member of the bargaining unit commences a proceeding in any state or federal or administrative agency against the District, the Board and/or Administration or any member thereof, charging the District, the Board and/or Administration or any member thereof with an alleged violation of any of the terms of the Agreement, such remedy shall be exclusive, and said member shall be barred from invoking any remedy by this grievance procedure.

ARTICLE VI. EVALUATION PROCEDURES

6.1 Evaluation of Traveling Teachers

The Superintendent shall designate the administrator or administrators who will issue the summative evaluation of teachers who travel between buildings or who are not assigned to a building.

6.2 Evaluation Procedures

The timing and frequency of all licensed members of the bargaining unit (including all tenured ad non-tenured teachers) will be in compliance with the Illinois School Code and the Illinois State Board of Education regulations.

- (1) Every formal teacher evaluation will be based on at least one of the following activities: an observation of the teacher in his or her classroom for a minimum of 45 minutes at a time; or an observation during a complete lesson; or an observation during a complete class period. Prior to the formal observation, the principal will meet with the teacher for a conference about the lesson to be observed. Each teacher will be given notice of the date and time of the formal observation. There will also be a post-evaluation conference.
- All summative evaluations will be based upon formal and informal observations of professional, in-school workday activities and shall be reduced to writing and a copy will be given to an employee before May 15th of the school year absent extraordinary circumstances. Copies of the teacher's evaluation will be placed in the teacher's personnel file and copies will be provided to the teacher.
 - (3) The administrator and teacher will meet to discuss the evaluation within fifteen (15) calendar days after the employee's receipt of the written evaluation.
 - (4) If a tenured teacher is rated "unsatisfactory" then the provisions of Section 24A of the *Illinois School Code* will be followed.

6.3 Teacher's Right to Respond

The teacher will sign the evaluation but the teacher's signature shall not be construed to mean that he or she necessarily agrees with the contents of the evaluation. Within ten (10) calendar days of the evaluation conference, a teacher may submit a written response which will be placed in the teacher's personnel file along with the evaluation.

6.4 Restrictions on Use of Public Address System

Evaluation of a teacher's classroom performance shall not be done by means of public address, audio system, or video system.

6.5 Compliance with Procedures

The District will comply with the requirements of the School Code and the regulations of the Illinois State Board of Education in evaluating teachers.

ARTICLE VII. CITIZEN COMPLAINTS AND PERSONNEL FILES

7.1 <u>Citizen Complaints</u>

In the event that a citizen notifies the Superintendent or the Board of any critical comment concerning a teacher, the matter may be referred to the building Principal where the teacher works, and if he believes it necessary, he shall discuss it with the teacher involved and the Principal will evaluate the complaint and advise the teacher of what action he will take, if any, in this regard. The Principal will advise the teacher as to the identity of the complaining person at this time.

7.2 <u>Teacher's Personnel File</u>

Each teacher shall be allowed access to his/her personnel file in accordance with the *Illinois Personnel Records Act*. Whenever any item is to be added to the teacher's personnel file, the teacher will be notified in writing of that fact as soon as possible. This shall not apply, however, to school or job references of a privileged or confidential nature.

A teacher shall have the right to request at any time that material be added to the teacher's personnel folder.

No portion of a teacher's personnel file shall be revealed to any person without the authorization of the Superintendent or the Board.

The teacher shall be requested to sign and date any evaluation or adverse material placed in the teacher's personnel file other than school or job references of a confidential nature, which will not be shown to the teacher. If the teacher refuses to sign such material, the teacher's refusal shall be noted in the file, and the document may be placed in the file without such signature. Any teacher shall have the right to attach dissenting material or to attach an explanation to any such item placed in his/her file. Such written explanation should be submitted to the Superintendent's office for placement in the teacher's personnel file by the teacher within ten (10) days after the teacher is notified of the adverse material being placed in his/her file.

Each teacher shall have the right to review the contents of his/her personnel file, except confidential material such as evaluations by colleges and job references, upon making a request to the Superintendent or his or her designee at least one (1) work day in advance. When the personnel file is reviewed, a representative of the Superintendent's Office will be present. Teachers may not be permitted to remove materials from the file.

ARTICLE VIII. LEAVES

8.1 Sick Days

Bargaining unit members shall accumulate sick leave at the rate of twelve (12) days per year without loss of pay except that teachers who, at the end of a school year, have accumulated and maintained 75 or more sick leave days, will earn 13 sick leave days in the next school year. Sick leave may accumulate to a total of two hundred fifty-five (255) days. During the first year of employment, bargaining unit members will be awarded three (3) days of sick leave upon the start of employment and will, beginning in the month of September, earn sick leave at a rate of one (1) day per month of employment thereafter, up to a total of twelve days per year. At the end of the first year of employment only, an employee will be entitled to exchange accrued, unused sick leave days equal to the number of days that employee was docked during his/her first year of employment because the employee's days of available unused sick leave was insufficient at the time of the employee's illness. In addition, Personal Leave days not taken by a bargaining unit member shall annually be added to a member's cumulative Sick Leave. All absences shall be reported to the Administration as soon as the bargaining unit member knows he will be absent because of sickness or injury. As previously herein provided, whenever a bargaining unit member is absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of his employment, such absence shall not be charged to the member's annual Sick Leave or their accumulated Sick Leave. The first thirty (30) days of an absence due to injury arising out of and in the course of his employment, for reasons other than assault and battery, shall not be charged against Sick Leave. Such injury, however, must occur on school property or must occur while the employee is traveling from school to school in the course of that employee's employment in order to be covered by this provision. The Board shall require a physician's certificate, or if the employee's treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of said person's faith as a basis for pay during Sick Leave after an absence of four (4) consecutive days for personal illness, or as it may deem necessary in other cases.

For the purpose of this Agreement, Sick Leave is defined as: "personal illness, quarantine at home, or serious illness or death in the immediate family or household". In connection with personal illness, quarantine at home or serious illness, the term "immediate family or household" shall mean only the bargaining unit member, bargaining unit member's spouse, children, parents, brothers, sisters and grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Sick Leave may also be granted, however, because of personal illness, quarantine at home or serious illness of other members of the bargaining unit member's household not considered a part of the immediate family, if approved by the Superintendent.

Any bargaining unit member covered by this Agreement who becomes pregnant, gives birth to a child, or requires a period of convalescence after pregnancy shall be entitled to Sick Leave for pregnancy-related disability as confirmed by her physician. After accumulated Sick Leave is exhausted, such leave shall, if requested, be continued without

pay under the Extended Illness Leave provisions of this Agreement, except that the requirements for medical reports and physical examinations otherwise required for an Extended Illness Leave shall not apply to any employee who gives birth to a child. In no case shall the total period of Sick Leave and Extended Illness Leave for pregnancy, childbirth or convalescence exceed one full year.

8.2 Military Leave

Military Leave will be granted to any bargaining unit member who is inducted into any branch of the Armed Services of the United States in accordance with the requirements of the Soldiers and Sailors Civil Relief Act or any other applicable federal and state law.

8.3 Family Medical Leave Act

The Board agrees to comply with its obligations under the Family Medical Leave Act.

8.4 Extended Illness Leave

A bargaining unit member who becomes ill and has used up all of his/her accumulated sick leave and whose claim of sickness is supported by medical evidence satisfactory to the Board, shall be granted a sick leave of absence without pay, such leave of absence not to exceed a total of twelve (12) work weeks in any 12 months. If, upon expiration of the twelve (12) work week period, the bargaining unit member requests further extension of the leave of absence, said bargaining unit member shall submit to a physical examination by a doctor selected by the Board. The findings and the recommendation of the doctor selected by the Board shall be binding. In consideration of these findings, the bargaining unit member shall either return to work or shall be granted further leave without pay not to exceed three (3) months. If, at any time during an extended leave, the affected bargaining unit member qualifies and is granted total and permanent disability benefits under the State Teachers Retirement Act or the Illinois Municipal Retirement Fund, the bargaining unit member shall notify the Superintendent of that fact and said bargaining unit member's contract shall be terminated at the time retirement benefits are enacted under this provision. Termination shall be accomplished by resolution of the Board of Education after written notice to the bargaining unit member at the bargaining unit member's last known address. A bargaining unit member who has been absent more than two (2) weeks because of illness or nervous disorder under this section shall be required by the Superintendent to present a certificate of ableness to perform assigned duties without any restrictions upon return to work. This certificate shall be filed by a physician licensed to practice in the State of Illinois, with the Board reserving the right to secure a second opinion if so desired by the Board. The above described extensions, if so granted by the Board, shall not extend beyond the school year in which the original request was made.

8.5 General Leave

A general leave not herein provided for, such as requests covering the Peace Corps, Job Corps, Exchange Teacher Program, or full-time study, may be granted to tenured teachers by the Board, upon recommendation of the Superintendent, for one (1) school year in length. All such leaves shall be without pay, and the employee will not accrue any seniority while on leave.

The employee retains the responsibility of informing the Superintendent in writing by February 1 that he/she still intends to return the following year. Failure to advise the Superintendent by said date of the intent to return as required herein, shall be conclusively treated as an election not to return to employment and as an absolute resignation from the District, and no action shall lie against the Board therefore.

8.6 Public Service Leave

Leaves without pay and benefits shall be granted to service in the Illinois General Assembly in accordance with the *School Code* of the State of Illinois.

8.7 Professional Meeting Leave

Bargaining unit members may be granted an excused absence to attend professional meetings and conferences. Only requests that are within the Chicago metropolitan area will be considered unless unusual circumstances prevail, as determined by the Superintendent. Regardless of the decision to approve or disapprove a request, the decision shall not establish a precedent for future requests.

8.8 Sabbatical Leave

Tenured teachers, after completing six years of continuous and satisfactory service in the District on a full-time basis, shall be eligible for Sabbatical Leave as provided by the *Illinois School Code*. Sabbatical Leave will be granted to no more than one (1) faculty member during any one calendar year. However, as provided in the *School Code*, the final decision as to whether any Sabbatical Leaves shall be granted in any year will be at the Board's discretion.

Applications for Sabbatical Leave must be made in writing to the Superintendent no less than ninety (90) days before the end of the current school year.

The Administrative Council, composed of the Superintendent and all building principals, will review applications for Sabbatical Leave and will forward all applications to the Board with that council's recommendations as to the applications reviewed. The following factors (in no order of preference) and any others deemed appropriate by the Administrative Council will be considered by the Sabbatical Leave Committee in making recommendations for sabbatical leave: District seniority, previous leaves, departmental distribution, purpose and merit of leave, previous record of diligence in seeking extra

hours of credit and advanced degree without sabbatical, benefit to educational program in the District (including evidence of intention to return), and the financial condition of the District at the time of said application.

Upon being granted a Sabbatical Leave, the teacher is required to sign a letter of intent to return to the District for one (1) year following the year of leave or to reimburse the Board for moneys received during the Sabbatical Leave period. Payment for Sabbatical Leaves will be made as provided by the School Code.

8.9 Personal Business Leave

Bargaining unit members shall be eligible for up to three (3) days leave per year for the purpose of transacting or attending to personal business which can only be transacted during school hours. The employee must submit the form supplied by the District to the Principal two school days prior to taking personal leave. Employees need only state "personal business" on the form in order to obtain said leave. Personal leave shall not be granted without prior approval of the Superintendent on a day prior to or a day after a holiday or day of non-attendance or the first two weeks and last two weeks of the school year. "Holiday" as used in this paragraph shall mean only days designated as holidays by the School District in its annual calendar and shall not include commemorative holidays, unless such commemorative holiday is also a day of non-attendance. The term "day of non-attendance" shall not include institute days.

In addition, personal leave cannot be used for vacations and recreation. The bargaining unit member shall give the Principal notice of his request for Personal Leave, whenever possible, at least two (2) days in advance of the day for which leave is sought. Unused personal leave days shall be converted to sick leave days.

8.10 Jury Duty

A bargaining unit member will be granted leave with pay for jury duty if he or she is unable to be excused from said duty while school is in session. Payment received from the county by the bargaining unit member in connection with jury duty shall be assigned to the District. A bargaining unit member shall notify the building Principal of a jury duty assignment as soon as he or she receives such notice.

8.11 Sick Leave Bank

<u>Purpose:</u> The purpose of the Sick Leave Bank is for financial assistance during the SLB member's own, individual illness, not that of any member of one's family.

1. The SLB Committee will consist of two union members appointed by the President and two members of the administration appointed by the Superintendent. The Committee will consider all applications for withdrawals from the SLB; the majority decision of the Committee is final. The SLB Committee will select a chairperson on an annual basis.

- 2. A bargaining unit member shall be eligible to participate in a Sick Leave Bank Program provided he/she:
 - a) Has accumulated sick leave days from a preceding year,
 - b) Is a member of the bargaining unit,
 - c) Contributes a minimum of two non-returnable sick leave days from personal accumulation to the Sick Leave Bank, and
 - d) Completes the authorization form prior to October of any school year.
- 3. In case of depletion of the SLB below a balance of less than .65 times the number of enrolled participants during the school year, a deduction of one day will be made automatically from each member of the Sick Leave Bank.
- 4. If a bargaining unit member fails to join the SLB by October 1 of the first year of eligibility, the bargaining unit member is not eligible to withdraw days from the SLB until two school years after the bargaining unit member elects to participate.
- 5. A SLB member who is on authorized, unpaid leave from the District shall be an inactive member in good standing but not eligible to withdraw days or benefits from the SLB. Upon returning to work such bargaining unit member will be required to contribute to the SLB any days assessed on members during the leave of absence to maintain membership in good standing.
- 6. If a member of the SLB resigns, notification should be sent to the chairperson of the SLB Committee. Upon receipt of the resignation an SLB Reply Form will be generated by the Committee. Once a member resigns, he/she is ineligible for membership for two school years. All contributed days are non-returnable.
- 7. Resignation, dismissal, or retirement from the District shall terminate SLB membership. A resigned, terminated or retired employee shall not be entitled to claim days contributed to the SLB nor shall such resigned/terminated/retired employee be eligible for any benefits of membership after the effective date of resignation, termination or retirement.
- 8. Authorized withdrawals by participating bargaining unit members require:
 - a) Completed application form,
 - b) Written, signed medical statement and independent confirmation from attending physician as the SLB committee sees fit,

- c) Depletion of employee's Sick Leave days and five days without salary, plus
- d) Approval of majority of Sick Leave Bank Committee.
- 9. Each withdrawal shall be for not less than five (5) nor more than twenty (20) school days; a second request for the same reason may be approved in the event of a catastrophic illness for hospitalization. Employees are eligible to withdraw days from the SLB for only one certified reason per school year.
- 10. An Annual Report, for the school year ending June 30, showing all Sick Leave Bank activity for the school year, will be distributed on the first Institute Day of the following school year to all SLB members, the Administration and the Board of Education. Unused days carry over to the following year.
- 11. The School District will provide each SLB member and the Committee with a statement of accrued number of sick leave days by the first day of teacher attendance for each school year.
- 12. Provide the Administration and SLB members with a list of participants by October 15 each year.
- 13. Have exclusive responsibility for the operation of the SLB, including costs and labor.
- 14. The Union agrees to indemnify, save and hold harmless the Board of Education, its employees and agents from any and all liability, cost, claims, attorney's fees or damages suffered by the Board as a result of any litigation, arbitration, or administrative agency proceeding which might arise as a result of this section.
- 15. Any dispute which arises as to the administration of this Section shall be non-grievable.
- 16. Provide each SLB member and the Committee at the first Institute day of each school year with an Annual Report for the school year ending June 30, showing all activity for that school year. Unused days carry over to the following year.

8.12 Bereavement Leave

In the event of the death of a member of a bargaining unit member's immediate family as defined in Section 8.1, such employee shall be entitled to a maximum of three (3) days absence without loss of pay. If the bereavement leave extends beyond the maximum allowable, the employee shall be entitled to use sick days. A request for sick leave because of the death of any relative of a bargaining unit member not a member of the immediate family may also be granted by approval of the Superintendent. Sick leave

because of the death of anyone in the "immediate family" shall be limited to three (3) days, and sick leave because of the death of any other relative, if granted, shall be limited to one (1) day unless additional sick leave is approved in advance by the Superintendent. Bereavement leave shall be non-cumulative.

ARTICLE IX. PRINCIPLES CONTROLLING LATERAL MOVEMENT ON THE SALARY SCHEDULE

- 1. Courses taken for lateral credit on the salary schedule must be part of a state-approved and accredited educational program leading to an M.A. degree in Education or in a subject area directly related to a teacher's classroom assignment and must receive prior approval from the Superintendent before the program or class begins in order for it to be considered for lateral credit.
- 2. Approval of other courses not included in Paragraph 1 above is discretionary with the Superintendent. A written request for such approval shall be submitted at least thirty (30) days prior to beginning that course. The teacher will receive a written response within fifteen (15) days indicating whether or not the course is accepted.
- 3. When lateral movement becomes impossible, advancement on the steps in a new lane shall be one each year.
- 4. All credit hours for salary improvement shall be of graduate standing.
- 5. An M.A. Degree in Education or in a related field, as approved by the Superintendent and granted by an accredited college or university will qualify a teacher for the Master's Column on the Salary Schedule providing the teacher has a teaching certificate.
- 6. Additional graduate credit prior to employment in this District shall be evaluated by the Superintendent for possible credit on the Salary Schedule when the teacher is first employed by the District.
- 7. When all official transcripts have been received by the District Administrative Office verifying that a teacher has accumulated sufficient graduate hours under this Agreement to move horizontally on the existing Salary Schedule, that teacher's salary adjustment shall become effective no later than the beginning of the next school year. There shall be no limit on the number of columns a teacher may move laterally at any one time.
- 8. Teachers taking graduate courses have the responsibility of causing their official transcripts to be forwarded to the District and to notify the District when the teacher has sufficient graduate hours to receive a salary adjustment.

Courses taken by a teacher prior to obtaining a Master's Degree that are not part of a Master's program, shall not apply towards lateral advancement from the Master's column (lane 3) to any column beyond the Master's column on the Salary Schedule. Courses for the lateral movement beyond the Master's column on the salary schedule must be taken after first obtaining a Master's Degree.

ARTICLE X. PRINCIPLES CONTROLLING NEW EMPLOYEE MOVEMENT ON THE SALARY SCHEDULE

- 1. Satisfactory public school teaching experience in Illinois prior to employment in the District may be recognized for salary increment purposes as provided by the *Illinois School Code*. Business or military experience shall not be recognized.
- 2. No more than eight (8) years of other teaching experience may be recognized for salary increment purposes when a teacher is first employed in the district.

3. Hard to Fill and Maintain Positions

The Superintendent or his or her designee is authorized to grant a newly hired teacher up to eight (8) years of additional salary schedule credit than his or her years of experience if it is determined by the Superintendent that this measure is necessary to compete for staff in hard-to-fill positions.

Hard to fill positions are those listed either in Table 11: "Rank Order of District Reported Shortages" (Top 12 Positions) or the "Table of Greatest Relative Need" (Top 12 positions) of the ISBE's "Educator Supply and Demand in Illinois" most recent annual report.

The Superintendent also may, in his or her discretion, offer a "signing bonus" of up to Four Thousand Dollars (\$4,000) to new hired into hard-to-fill positions as defined above as well as school nurses, social workers, psychologists, and speech and language pathologists. Teachers who receive such a signing bonus agree to sign a promissory note to repay the signing bonus to the District no less than ten (10) calendar days before their last day of employment if they voluntarily leave the employment of the District before completing four (4) years of service. This repayment will be prorated based on years of service completed.

ARTICLE XI. TUITION REIMBURSEMENT

The Board will reimburse tuition for teachers enrolled in such graduate level courses, as pre-approved by the Superintendent. Reimbursement shall be limited to nine (9) semester hours every year. The above guidelines shall be subject to the following provisions:

- 1. The Board shall reimburse a teacher in the amount of 100% of the tuition cost, but not to exceed the per semester hour tuition cost of Chicago State University or Governors State University, whichever is higher.
- 2. Pre-approved completed graduate courses shall be reimbursed once a year, namely at the October business meeting of the Board. All appropriate documentation, including an official transcript, necessary for reimbursement must be submitted to the Superintendent or his/her designee prior to September 15.

All such graduate level courses must have pre-approval (prior to the first day of class) of the Superintendent to be eligible for reimbursement, and a grade of "B" or higher must be obtained to be eligible for reimbursement.

If an employee voluntarily resigns his or her position, the employee will reimburse the District for 100% of tuition reimbursement payments made within the year immediately preceding his or her last day of employment, and for 50% of all such payments made between one and two years of his or her last day of employment. This provision will not be enforced where the teacher resigns due to personal illness or the illness of a family member as that term is defined in Section 5/24-6 of the Illinois School Code.

ARTICLE XII. INSURANCE

12.1 Medical Insurance

The Board shall make available for all bargaining unit members in School District 152.5 an insurance program which shall provide the group hospitalization and group major medical expense insurance. The hospitalization policy shall include the following benefits:

- 1. The Board shall pay the premium cost of a single plan of hospitalization and major medical insurance coverage for all full-time bargaining unit members in School District 152.5 up to the following premium amounts to be provided by an insurance carrier to be selected by the Board.
 - Employees who take PPO single each year will Five Hundred Seventy-Five Dollars (\$575.00) in each year of this Agreement.

Employees who take HMO single each year will pay Three Hundred Eighty Dollars (\$380.00) in each year of this Agreement. Notwithstanding any other provision of this Agreement, non-certified employee contributions toward single coverage for PPO single will be four hundred dollars (\$400.00) in each contract year, and for HMO single will be three hundred sixty dollars (\$360.00) in each year of this Agreement.

The Board agrees to provide coverage under the Blue Cross/Blue Shield P.P.O. health insurance and Blue advantage H.M.O health insurance plans unless it notifies the Union that it is contemplating changing carriers in which case the

Benefits Committee will review and make recommendations on the contemplated change and the Union will be provided input into the decision.

- 2. The plan will provide for 90% coinsurance for in network services and 70% for our network providers. Deductibles will be three hundred dollars (\$300.00) for in network and five hundred fifty dollars (\$550.00) out of network. Total out of pocket outlays will be one thousand two hundred fifty dollars (\$1,250.00) for in network and two thousand five hundred dollars (\$2,500.00) for out of network. Office co-pay will be limited to twenty dollars (\$20.00) and emergency room co-pay will be seventy-five dollars (\$75.00). Prescriptions co-pay will be on the basis of ten, twenty and thirty-five dollars (\$10.00/\$20.00/\$35.00) (generic, preferred list, brand name).
- 3. Board will offer "single plus one" and dependent health insurance coverages. Employees will pay for the cost of the premiums for these coverages to the extent they exceed the cost of the Board's premium contribution for single coverage set forth above at Section 12.1.1. The Board will offer dependent optical coverage at the employee's expense.

12.2 <u>Term Insurance</u>

The Board shall provide term life insurance for each full-time bargaining unit member in the amount of fifty thousand dollars (\$50,000.00).

12.3 <u>Dental Insurance</u>

The Board will pay the full single dental insurance premium for all full-time bargaining unit members under a policy and with a carrier to be selected by the Board.

12.4 Duration of Benefits

Insurance obligations under this agreement shall remain in full force and effect until August 31, 2019.

12.5 <u>Benefits Committee</u>

The Board and Union shall establish a benefits committee to periodically review the District's fringe benefit insurance programs. The committee shall be composed of three members appointed by the Union and three members appointed by the Superintendent. The purpose of the committee will be to investigate insurance coverage, options, carriers, plan modifications, etc. The goal of the committee will be to save or contain the cost of insurance benefits in the District. The committee shall make recommendations to the Board of Education.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.1 Pay for Tutoring

Teachers shall be paid for tutoring at the rate of thirty-four dollars (\$34.00) per hour during the life of this agreement. Time worked after the time scheduled for the tutoring (for instance as a result of a lack of transportation for a student) shall be compensated at the hourly rate. Tutoring shall be on a voluntary basis. The Board may employ tutors who are not regular teachers in the District, provided that District teachers are given priority for such positions, if qualified.

13.2 Pay for Extra-Curricular Activities

This paragraph applies to extra-curricular activities which are conducted beyond the regularly scheduled work day, and to other extra duty assignments, which are defined as extra work responsibilities performed at other times than the student attendance day. Extra duty is voluntary, and assignments will be offered to as many qualified applicants as possible. A fixed stipend schedule is established as part of this Agreement's Salary Schedule. Annually, a committee consisting of an equal number of teachers and administrators will evaluate the adequacy of the foregoing stipend schedule and make recommendations for revisions not later than April 1 for the next school year. In making these recommendations, the Committee will consider the purpose of the activity and the anticipated number of students to be involved in the activity. The Committee will also consider, develop and make recommendations concerning stipends for extra duty. Finally, the committee will also consider any evaluation instruments related to the performance of extra-curricular duties before their adoption and use.

The Superintendent and the Board reserve the right to recommend and/or initiate additional extra-curricular activities throughout the school year according to the needs of the School District. The Board reserves the right to approve or disapprove all requests for the adjustment of the stipend schedule set forth as part of the Salary Schedule, as well as all recommendations for the creation of additional stipends for extra-curricular or extra duty.

Non-certified employees will be paid no less than their regular hourly rates for extra-curricular activities and assignments.

13.3 Pay for Unused Sick Days

Upon retirement, certified staff will receive a lump-sum post-retirement payment of thirty-five dollars (\$35.00) for each unused sick day which is not used for credit with the Teachers' Retirement System.

13.4 Consulting Teacher

A teacher may be appointed as a consulting teacher under 24A of the School Code if he/she has at least five (5) years of teaching experience with excellent ratings on teacher evaluations and otherwise complies with the requirement of such an appointment. Consulting teachers shall be compensated by stipend and/or provided with release time appropriate to the anticipated extent and nature of such consultation. The amount of nature of such compensation shall be as agreed between the Board and the Union.

ARTICLE XIV. END-OF-CAREER SALARY INCREASES

For teachers at least fifty-four and one-half years of age (54 ½) at the time of retirement and with at least fifteen (15) years of service to the District, the Board agrees to increase such Teacher's final year or final two years' full-time salary as described below. The manner of payment will be determined by the District, but full payment will be made no later than the last regular paycheck due such Teacher. (Compensation of part-time service to the District shall be on a pro rata basis.)

A. Eligibility

To be eligible to participate in this program, the Teacher must meet the following conditions:

- 1. Have twenty (20) or more years of TRS service at the time of retirement:
- 2. Retire into the TRS System upon the last day of teaching for which retirement contributions were made without any early retirement option (ERO) contribution or penalty owed by the District to TRS.
- 3. Have submitted written notice to the District as described below so that the teacher retires by the end of the first school year he or she may retire without any early retirement option (ERO) contribution or TRS penalty owed by the District to TRS.

EXAMPLE: An employee who will first become eligible to retire without any ERO penalty during the 2018-2019 year would need to give the required notice to the Board between January 1, 2022 and March 1, 2022 in order to receive the maximum two (2) years of six percent (6%) increases.

The same employee could submit notice between January 1, 2023 and March 1, 2023, but would be eligible only for one (1) year of six percent (6%) increases.

B. Retirement Benefits

- 1. The employee who intends to retire under this program must give written irrevocable notice of intent to retire between January 1 and March 1 of the school year before salary increases are to begin, except: that, individuals applying for a one (1) year six percent (6%) increase for the 2021-2022 school year (retirement effective at the end of the 2021-2022 school year) or applying for two (2) years of six percent (6%) salary increases starting in the 2021-2022 school year (retirement at the end of the 2022-2023 school year) must give such notice by December 15, 2021.
 - 2. Individuals receiving one (1) year six percent (6%) salary increase will receive an increase in their final year's salary of six percent (6%) greater than their previous year's salary as shown on the previous year's teacher's salary schedule, excluding from these calculations any other compensation or creditable earnings such as extra curricular stipends, longevity payments, or extra duty pay.
 - 3. Individuals receiving two (2) six percent (6%) salary increases will receive the first year's increase as described above in Section 2. The second and final year's increase will be six percent (6%) greater than the first year's salary.
 - 4. When a teacher begins receiving end-of-career salary increases, the teacher is removed from the salary schedule and may not thereafter or simultaneously begin to receive longevity payments. If longevity payments were being made to the teacher in the school year before the end-of-year salary increases begin, the longevity payments may continue, but such payments may not be increased.
 - 5. If, as part of the prior year's compensation, the teacher earned a stipend or extra duty pay, the teacher may continue to earn it (or another of equal or lesser value) at the contractual rate. If the teacher ceases to participate in a stipend activity or extra duty or earns a stipend or extra duty of a lesser value, the teacher may not increase his/her extra duty or stipend earnings in subsequent years if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%. A teacher also may not earn a stipend or extra duty pay of greater value if it would cause the teacher's TRS creditable earnings to exceed the previous year's TRS creditable earnings by more than 6%.
 - 6. These retirement benefits are available only to eligible employees who give the required notice during the 2021-2022 through 2023-2024 Collective Bargaining Agreement, that is by March 1, 2024.
 - 7. Teachers receiving these retirement benefits and increases will not receive any other additional pay increases and will not receive step increases or move horizontally on the salary schedules. This retirement incentive replaces the benefits available under Article XIV of the 2016-2019 Collective Bargaining Agreements and extensions. Teachers who have submitted notices of intent to retire under that Collective Bargaining Agreement or who receive retirement

benefits under any other collective bargaining agreements or extensions are not eligible for these six percent (6%) increases.

- 8. The Union shall hold the Board harmless from and will indemnify the Board from any and all suits and/or claims for taxes and otherwise against the District as a result of the District's participation in this early retirement plan, including court costs and the Union attorney's fees. Prior to receiving benefits from the District's early retirement plan, the affected teacher shall sign a "hold-harmless" form as provided by the Board. In the event a teacher does not sign the "hold-harmless" form, this early retirement plan in District 152½ shall not be available to said teacher.
- 9. This early retirement plan as described above, including any subsequent decisions by the Administration and/or Board relative to administering this plan shall not be subject to any of the provisions of the Grievance Procedure contained in this Agreement.

ARTICLE XV. ADDITIONAL PROVISIONS APPLICABLE TO SUPPORT STAFF

15.1 Hours of Work

- A. All positions for school secretaries, library aides, teacher aides, non-certificated nurses, and other non-certificated personnel covered by this Agreement shall have designated days of work, hours of work, and length of work year as specified by this Agreement. The union shall be notified of any positions or jobs created during the term of this Agreement.
- B. The normal work day for all positions shall be weekdays (i.e. Monday through Friday) unless otherwise specified in the Agreement.
- C. The normal work hours for the teacher aides, library aides, and all other aides will be six (6) hours and forty-five (45) minutes plus a thirty (30) minute unpaid lunch. The normal work hours for the school secretaries shall be from 7:45 a.m. to 3:25 p.m.
- D. The normal work year for teacher aides and library aides shall be the same as that of the teachers. The normal work year for school secretaries shall be the same as the teachers with an additional two (2) weeks before the start of school and an additional two (2) weeks at the end of school.

15.2 Breaks

Two fifteen (15) minute rest periods are permitted each day for secretaries, aides and non-certified school nurses.

15.3 Lunch

- A. The duty-free lunch period for teacher aides and library aides will be the same length of time as that of the teachers.
- B. School secretaries and health aides will have 45 minutes for a duty-free lunch.

15.4 Discipline and Suspension Procedures

- A. All newly hired non-certified employees will serve a 180-work day probationary period during which the employee may be disciplined, suspended or terminated without cause.
- B. Non-probationary support staff employees shall not be suspended without pay for longer than ten (10 work days or dismissed without just cause. Any suspension without pay for longer than ten (10) work days or dismissal of a non-probationary employee shall require:
 - i) Charges reduced to writing and presented to the employee prior to any formal action by the employer.
 - ii) Right to union representation at all times.
 - iii) Immediate access to the employee's personnel file with the right to dated copies of all materials therein, excepting confidential materials such as references or recommendations.
 - iv) At the next regularly scheduled Board meeting, the affected employee may present information to the Board as to why the discipline should not be imposed.
 - v) Warnings for violations not requiring immediate suspension or dismissals will be issued in writing. More serious violations or repeated violations of the same rule or procedure may result in suspension with or without pay or dismissal.

15.5 Covering Classes

The support staff will not be allowed to substitute for a teacher when a teacher is absent. The only exception to this will be if a member of the support staff possesses either a substitute certificate or a teacher's certificate. If a support staff employee who possesses a substitute or teacher's certificate substitutes for at least one class for an absent teacher, the support staff employee shall be paid at the substitute rate of pay.

15.6 Evaluations

Support staff will be evaluated in writing at least once every two years on a form to be devised by the administration with the union's input. Copies of the evaluation will be signed and dated by the responsible administrator and the employee indicating the evaluation has been discussed. By signing the evaluation, the employee does not necessarily imply that he or she agrees with the content of the evaluation and the employee may attach dissenting or explanatory material to the evaluation within ten (10) school days of the meeting at which the evaluation was discussed.

15.7 Hiring

Opportunity to bid on any new position or vacancy shall be guaranteed to all qualified bargaining unit members in accordance with this Agreement.

15.8 Holidays

The following holidays shall be observed by the Board as paid holidays for all secretaries and aides covered by this Agreement:

Labor Day New Year's Eve Columbus Day New Year's Day

Veteran's Day Martin Luther King's Birthday

President's Day
Thanksgiving Day
Spring Holiday
Friday after Thanksgiving
Christmas Eve
Lincoln's Birthday

Christmas Eve Lincoln's Birthday
Christmas Day Juneteenth (if it falls within the

employee's regular work year)

plus any Board granted holiday or other mandatory holiday designated by federal or state governments.

15.9 Working Conditions

- A. Each employee shall be given a written job description for their assigned position that shall specify the duties and tasks of the job plus identify their immediate supervisor.
- B. If, in the discretion of the Board, a position requires a new skill or technological knowledge that the incumbent does not possess, the incumbent shall be offered the opportunity to gain the necessary training at the Board's expense.

15.10 Filling of Vacancies

- 1. All clerical or aide vacancies, newly created positions or other positions covered by this Agreement shall be posted for ten (10) work days.
- 2. Any qualified employee may bid upon an open position up to five (5) working days after the last posting.
- 3. The qualified employee with the most seniority who bids shall be awarded the position.

15.11 Institute Days

All support staff will participate in an in-service or workshop on teachers' institute days. The Superintendent may have these bargaining unit members participate in the teachers' institute or another workshop, in-service or institute.

15.12 <u>Tuition</u> Reimbursement

The Board will provide tuition reimbursement for Support Staff members subject to the same limitations set forth in Article XI for teachers, except that course work need not be graduate level.

15.13 Support Staff/Non-Certified Employee Retirement

In the event a support staff/non-certified member selects a one-year notification and has 10-15 years of full-time employment (minimum of 10 in the District), such staff member will be paid an additional one thousand dollars (\$1,000.00) during his/her last year of full-time employment. A support staff/non-certified staff member with 16-19 years of full-time service will receive one thousand five hundred dollars (\$1,500.00) (minimum of 10 in the District) to be paid during the last year of employment. A non-certified staff member with 20 or more years of full-time employment (minimum of 10 in the District) will be paid an additional two thousand dollars (\$2,000.00) during his/her last year of employment. This additional money shall be added to the salary they would have normally received with regular pay and paid proportionally each pay period.

15.14 Transfers

No support staff/non-certified employee shall be transferred from their current assigned building without a prior conference between the principal (or superintendent) and the employee to explain the reason for the transfer.

Any support staff/non-certified member may request a change in assignment, grade or building and may apply for any openings in the District and will be considered for the position.

ARTICLE XVI. LEGALITY OF AGREEMENT

If any section, paragraph, sentence or clause of this Agreement is found to be unlawful or unconstitutional by any Illinois court of record, such decision shall not affect the remaining portion of this Agreement, and this Agreement, except for said invalid provision, shall continue in full force and effect.

ARTICLE XVII. EFFECT AND DURATION OF AGREEMENT

17.1 Duration

This Agreement shall be effective on September 1, 2021 and shall continue until August 31, 2024 at midnight subject to the provisions of Public Act 92-0855. As provided below, notification must be given prior to March 1, 2024, if either party desires to negotiate for a subsequent period of time. Any negotiations beginning as a result of such notice shall begin after March 1, 2024, and shall relate to a subsequent agreement. This Agreement shall terminate on August 31, 2024, unless both parties agree that termination is not desired during negotiations. If notification is not given prior to March 1, 2024, the terms and conditions of this Agreement shall continue for one (1) additional year.

17.2 Changes

Either party desiring to modify, amend or terminate this Agreement shall give written notice to the other party prior to March 1, 2024, subject to the provisions of Public Act 92-0855. Said notice shall specify whether the party seeks to amend or terminate this Agreement and shall specify the articles and sections which that party seeks to amend or other areas which that party seeks to negotiate. Upon receipt of such notice arrangements shall promptly be made by each party for negotiations to commence.

17.3 Impasse Procedure

In the event of a declaration of impasse by either party, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. If for any reason it is not possible for the F.M.C.S. to provide a mediator within ten (10) work days of the request, the parties shall join in a request to the Illinois Educational Labor Relations Board to provide a mediator in accordance with their rules and regulations. The cost of the mediator, if any, shall be shared equally by the Board and the Union.

17.4 Results of Negotiations

This agreement is the entire Agreement between the parties and is the result of extensive negotiations in which such parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. Consequently, neither party is

38

obliged to bargain during the term of this Agreement, except for a new agreement upon the expiration of this Agreement.

17.5 Commitment by the Parties

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Union and the Board. Both parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunity are set forth in this Agreement.

17.6 Effect of Prior Agreements

It is agreed that this Agreement contains the full and complete content between the Union and the Board on all bargainable issues. All prior agreements, including any written and/or verbal commitments, on any issue are void and of no force and effect.

ARTICLE XVIIL ACCEPTANCE OF AGI	REEMENT
This Agreement is signed this day of	February, 2022
IN WITNESS WHEREOF:	
For the Hazel Crest Federation of Teacher Local 943, IFT/AFT	For the Agard of Education, Hazer Cost School District 15272
President	President
Vice-President of Support Staff	Keldia Lichardson

1

.

.

HAZEL CREST SCHOOL DISTRICT 152 1/2 EXTRACURRICULAR ACTIVITIES 2021-2024 Head Coach Asst. Coach **Position** \$1,000 \$2,400 7th grade Girls Volleyball Coach 1,000 2.400 8th Grade Girls Volleyball Coach 1.000 2,600 7th Grade Boys Basketball Coach 2,600 1,000 8th Grade Boys Basketball Coach 2.600 1,000 7th Grade Girls Basketball Coach 1,000 2,600 8th Grade Girls Basketball Coach 1,000 2,400 Track and Field Coach 1.000 2,400 Cross Country 1,000 2,400 Cheerleading 5th-8th 1,000 2,400 Drama 2x a Week for 26 weeks 2,400 1,000 Chorus 2x a Week for 26 weeks 1,000 Student Council 1x a Week for 26 weeks 1,000 NJHS 1x a Week for 26 weeks 1.000 Math Club 1x a Week for 26 Weeks 22 Supervision (paid per hour) 2,000 Broadcasting 2,400 Scholastic Bowl 4,500 Band 860 Activity Clubs 1X a Week 1,720 Activity Clubs 2X a Week Morning Duty [Bargaining Unit members to report \$1800 to work 30 minutes before other teachers to assist

Others

with buses and supervise students]

NOTE: Scorekeepers and timekeepers are to submit timesheets. Teachers will be paid twenty-two dollars (\$22.00) an hour for these activities. Support staff will be paid at their normal hourly rates.

^{*}Praise Dance

^{*}Art Club

^{*}K-5 Cheerleading

^{*}K-8 Intramural Basketball

HAZEL CREST SCHOOL DISTRICT 152 1/2 TEACHERS' 2021-2022 SALARY SCHEDULE

STEP	BA	BA +15	MA	MA +15	MA +30
1	47,000	47,500	48,000	48,500	49,000
2	47,200	47,633	48,870	49,178	49,492
3	47,832	48,271	49,526	49,839	50,158
4	48,473	48,919	50,192	50,509	50,833
5	49,123	49,576	50,868	51,190	51,519
6	49,783	50,243	51,554	51,881	52,214
7	50,453	50,919	52,250	52,582	52,920
8	51,149	51,615	52,946	53,277	53,616
9	51,844	52,310	53,641	53,973	54,311
10	52,540	53,006	54,337	54,668	55,007
11	53,236	53,702	55,032	55,364	55,703
12	53,931	54,397	55,728	56,060	56,398
13	54,627	55,093	56,424	56,755	57,094
14	55,907	56,378	57,729	58,066	58,409
15	57,177	57,657	59,027	59,370	59,708
16	58,281	58,768	60,159	60,507	60,854
17	58,484	59,179	60,570	60,918	61,266
18	58,999	59,927	61,782	62,130	62,477
19	59,366	60,320	62,238	63,139	64,172
20	_		63,746	64,666	68,420
21	-	-	66,210	67,389	69,892
22	-	-	68,118	70,069	71,725
23	_		69,730	71,563	74,182
24	_		71,299	73,254	75,753
25	_	•	72,871	74,822	77,324
26	_	-	74,442	76,698	78,894
27	_		76,157	77,599	79,946
28		_	77,802	78,430	80,929

- 1. The annual increments provided in this salary guide are not automatic. When a teacher's services, actions, growth or performance is found to be unsatisfactory by the Board, the Board will not be obligated to pay the increment for the next succeeding year.
- 2. For the 2021-2022 school year teachers who have reached the bottom of the salary schedule and who will not move on step will receive an additional \$1,700.00 above their previous year's salary (which includes the longevity payments) for the first five years off the schedule. During years 6-10 off the schedule, said teachers will receive \$1,800.00 above their previous year's salary. After ten years of being off the schedule, said teachers will receive \$1,900.00 above their previous year's salary. Salary for purposes of this calculation shall include the off-schedule payments.

EXAMPLE: A teacher who reached the last step of the BA column at the end of the 2020-2021 school year earning \$54,242 on that year's salary schedule will earn \$55, 942, \$57,642, and \$59,342 in the first, second, and third years of this contract.

HAZEL CREST SCHOOL DISTRICT 152 1/2 TEACHERS' 2022-2023 SALARY SCHEDULE

STEP	BA	BA +15	MA	MA +15	MA +30
1	47,470	47,975	48,480	48,985	49,490
2	48,410	48,925	49,440	49,955	50,470
3	48, 616	49,062	50,336	50,653	50,977
4	49,266	49,719	51,012	51,334	51,663
5	49,927	50,386	51,698	52,025	52,358
6	50,597	51,063	52,394	52,726	53,064
7	51,277	51,750	53,101	53,437	53,781
8	51,967	52,447	53,818	54,159	54,508
9	52,683	53,163	54,534	54,876	55,224
10	53,400	53,880	55,251	55,592	55,941
11	54,116	54,596	55,967	56,308	56,657
12	54,833	55,313	56,683	57,025	57,374
13	55,549	56,029	57,400	57,741	58,090
14	56,266	56,746	58,116	58,458	58,806
15	57,584	58,070	59,461	59,808	60,162
16	58,892	59,387	60,798	61,152	61,499
17	60,029	60,531	61,964	62,322	62,680
18	60,238	60,955	62,387	62,746	63,104
19		• -	63,635	63,993	64,352
20	-	-	64,106	65,033	66,097
21		-	65,658	66,606	70,472
22	-	-	68,196	69,411	71,989
23			70,162	72,171	73,877
24	_		71,822	73,709	76,408
25	_		73,438	75,452	78,026
26	_		75,057	77,067	79,644
27		-	76,675	78,999	81,261
28	-	-	78,441	79,927	82,345

- 1. The annual increments provided in this salary guide are not automatic. When a teacher's services, actions, growth or performance is found to be unsatisfactory by the Board, the Board will not be obligated to pay the increment for the next succeeding year.
- 2. For the 2022-2023 school year teachers who have reached the bottom of the salary schedule and who will not move on step will receive an additional \$1,700.00 above their previous year's salary (which includes the longevity payments) for the first five years off the schedule. During years 6-10 off the schedule, said teachers will receive \$1,800.00 above their previous year's salary. After ten years of being off the schedule, said teachers will receive \$1,900.00 above their previous year's salary. Salary for purposes of this calculation shall include the off-schedule payments.

EXAMPLE: A teacher who reached the last step of the BA column at the end of the 2020-2021 school year earning \$54,242 on that year's salary schedule will earn \$55, 942, \$57,642, and \$59,342 in the first, second, and third years of this contract.

HAZEL CREST SCHOOL DISTRICT 152 1/2 TEACHERS' 2023-2024 SALARY SCHEDULE

STEP	BA	BA +15	MA	MA +15	MA +30
1	48,182	48,695	49,207	49,720	50,232
2	48,894	49,414	49,934	50,455	50,975
3	49,862	50,393	50,923	51,454	51,984
4	50,074	50,534	51,846	52,173	52,506
5	50,744	51,211	52,542	52,874	53,212
6	51,425	51,898	53,249	53,585	53,929
7	52,115	52,595	53,966	54,308	54,656
8	52,815	53,302	54,694	55,040	55,394
9	53,526	54,020	55,432	55,784	56,143
10	54,264	54,758	56,170	56,522	56,881
11	55,002	55,496	56,908	57,260	57,619
12	55,740	56,234	57,646	57,998	58,357
13	56,478	56,972	58,384	58,736	59,095
14	57,216	57,710	59,122	59,474	59,833
15	57,953	58,448	59,860	60,212	60,571
16	59,311	59,812	61,245	61,603	61,967
17	60,659	61,168	62,622	62,986	63,344
18	61,830	62,347	63,822	64,191	64,560
19	-		64,259	64,628	64,997
20	_	1	65,544	65,913	66,282
21	-	-	66,029	66,984	68,080
22			67,628	68,604	72,587
23	-	_	70,242	71,493	74,148
24	-		72,267	74,337	76,093
25	-		73,976	75,921	78,700
26			75,642	77,715	80,367
27	_	_	77,309	79,379	82,033
28	-	_	78,976	81,369	83,698

- 1. The annual increments provided in this salary guide are not automatic. When a teacher's services, actions, growth or performance is found to be unsatisfactory by the Board, the Board will not be obligated to pay the increment for the next succeeding year.
- 2. For the 2023-2024 school year teachers who have reached the bottom of the salary schedule and who will not move on step will receive an additional \$1,700.00 above their previous year's salary (which includes the longevity payments) for the first five years off the schedule. During years 6-10 off the schedule, said teachers will receive \$1,800.00 above their previous year's salary. After ten years of being off the schedule, said teachers will receive \$1,900.00 above their previous year's salary. Salary for purposes of this calculation shall include the off-schedule payments.

EXAMPLE: A teacher who reached the last step of the BA column at the end of the 2020-2021 school year earning \$54,242 on that year's salary schedule will earn \$55, 942, \$57,642, and \$59,342 in the first, second, and third years of this contract.

HAZEL CREST SCHOOL DISTRICT 152 1/2 SECRETARY SALARY SCHEDULE FOR THE 2021-2022 THROUGH 2023-2024 SCHOOL YEAR

				,
STEP	2020-2021	2021-2022	2022-2023	2023-2024
1	\$16.00	\$16.32	\$16.56	\$16.81
2	\$16.24	\$16.64	\$16.81	\$17.06
3	\$16.48	\$16.89	\$17.14	\$17.31
4	\$16.72	\$17.14	\$17.39	\$17.65
5	\$16.97	\$17.39	\$17.65	\$17.91
6	\$17.22	\$17.65	\$17.91	\$18.18
7	\$17.67	\$17.91	\$18.17	\$18.45
8 '	\$18.10	\$18.38	\$18.44	\$18.72
9	\$18.51	\$18.83	\$18.93	\$19.00
10	\$18.73	\$19.25	\$19.39	\$19.50
11	\$18.95	\$19.48	\$19.83	\$19.97
12	\$19.17	\$19.71	\$20.06	\$20.43
13	\$19.57	\$19.93	\$20.30	\$20.67
14	\$19.97	\$20.35	\$20.53	\$20.91
15	\$20.37	\$20.77	\$20.96	\$21.15
16	\$20.77	\$21.19	\$21.39	\$21.59
17	\$21.17	\$21.60	\$21.82	\$22.03
18	\$21.58	\$22.02	\$22.25	\$22.48
19	\$22.28	\$22.44	\$22.68	\$22.92
20	\$22.90	\$23.17	\$23.11	\$23.36
21	\$23.55	\$23.82	\$23.87	\$23.81
22	\$24.20	\$24.49	\$24.53	\$24.58
23	\$24.78	\$25.16	\$25.23	\$25.27
24	\$25.36	\$25.77	\$25.92	\$25.98
25	\$25.95	\$26.38	\$26.55	\$26.70
26	\$26.53	\$26.99	\$27.17	\$27.34
27	\$27.12	\$27.59	\$27.80	\$27.99
28	\$27.70	\$28.20	\$28.42	\$28.63
29	\$28.46	\$28.81	\$29.05	\$29.27
30	\$28.82	\$29.60	\$29.67	\$29.92

31	\$29.51	\$29.98	\$30.48	\$30.56
32	\$30.24	\$30.69	\$30.88	\$31.40
33	\$30.96	\$31.45	\$31.61	\$31.80
34	\$31.69	\$32.20	\$32.39	\$32.55
35		\$32.96	\$33.17	\$33.36
36			\$33.95	\$34.16
37				\$34.97

HAZEL CREST SCHOOL DISTRICT 152 1/2 TEACHER AIDE SCHEDULE FOR THE 2021-2022 THROUGH 2023-2024 SCHOOL YEAR

STEP	2021-2022	2022-2023	2023-2024
1	\$15.86	\$16.33	\$16.82
2	\$16.08	\$16.56	\$17.06
3	\$16.30	\$16.79	\$17.29
4	\$16.53	\$17.02	\$17.53
5	\$16.76	\$17.26	\$17.78
6	\$17.12	\$17.63	\$18.16
7	\$17.67	\$18.20	\$18.74
8	\$18.11	\$18.65	\$19.21
9	\$18.82	\$19.38	\$19.96
10	\$19.70	\$20.29	\$20.90
11	\$20.99	\$21.62	\$22.27
12	\$21.98	\$22.64	\$23.31
13	\$23.59	\$24.30	\$25.03
14	\$24.29	\$25.02	\$25.77
15	\$26.92	\$27.73	\$28.56
16	\$27.71	\$28.40	\$29.25
17		\$29.07	\$29.94
18		-	\$30.61

During the term of this Agreement teacher aides with a Bachelor's degree will be paid an additional \$2.00 per hour. The annual rate is based on 6.75 hours per day for 195 days.