

AGREEMENT BETWEEN

THE BOARD OF EDUCATION

SHERRARD COMMUNITY UNIT SCHOOL DISTRICT 200

AND

THE SHERRARD EDUCATION ASSOCIATION

2021-2024

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ARTICLE 1: RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

The Board of Education of Sherrard Community Unit School District No. 200, hereinafter referred to as the "Board," hereby recognizes the Sherrard Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time and part-time certificated teaching personnel, including counselors, nurses and social workers and all full-time and regular part-time non-certificated Employees, including Aides.

Personnel that are excluded are the Superintendent, Curriculum Director, Principals, Deans, Psychologist, Maintenance Director, Assistant Maintenance Director, Transportation Supervisor, Business Manager, Payroll Clerk, the Unit Secretary, Activities Directors, Tech Support Personnel, District Media Specialist, and all managerial, supervisory and confidential Employees as defined by the Illinois Educational Labor Relations Act.

Substitute Teachers are not a part of the employee's bargaining unit.

1.2 DEFINITIONS

A. Employee

1. Certificated Employee

The term "Certificated Employee" or "Teacher" shall mean any individual whose regular or part-time or full time position requires the holding of a certificate from the Illinois State Board of Education for the purpose of performing teaching or other related functions and is in the bargaining unit represented by the Sherrard Education Association - IEA-NEA.

2. Educational Support Personnel Employee

The term "Educational Support Personnel Employee" or "ESP Employee" shall mean any individual who is in the bargaining unit represented by the Sherrard Education Association - IEA-NEA but to whom paragraph 1 does not apply.

3. Employee

The term "Employee" shall mean any person in the bargaining unit.

B. Days

The term "days", except when otherwise indicated; shall mean calendar days.

C. Superintendent

The term Superintendent shall mean the Superintendent of the School District or his/her designee.

D. Aides

The term "Aides", except when otherwise indicated; shall refer to both instructional (paraprofessional) and non-instructional Aides.

E. Spouse

The term "spouse" shall include civil union partner.

ARTICLE 2: FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 SUCCESSOR AGREEMENT

Negotiations for a successor agreement shall begin no later than April 1st of the year in which this Agreement shall terminate unless mutually agreed upon.

2.2 COMPLETE AGREEMENT

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

2.3 CONTRACT DISTRIBUTION

The Board shall post the electronic copy on the District's website as soon as possible after ratification by the Board. Decision on ratification shall take place within thirty (30) calendar days of tentative agreement. The master copy of the contract shall be stored as deemed appropriate by law.

2.4 ADVISORY COMMITTEES

The Association shall have the right to establish those Employee committees the Association deems necessary in order that Employee viewpoints or issues are heard. Administration will schedule a meeting to hear committee recommendations as soon as possible after the committee commits its recommendation and reasoning in writing. Following the meeting with Administration, the Association committee shall have the right to present its recommendations and reasoning at the next regularly scheduled Board meeting.

2.5 LABOR RELATIONS COMMITTEE

- A. A Labor Relations Committee representative of Association designees, Superintendent and at times another Administrator will serve as a forum for discussing Employee issues, contract interpretations and pending decisions. At times, other interested parties will be asked to join the discussion.
- B. The Administration and Association recognize the value and importance of conducting a full discussion in clearing up misunderstandings, and in order to preserve relations in the administration of this agreement and District policies agree to meet quarterly and/or upon request of either party with the understanding that:
 - 1. Each party will submit to each other at least three days prior a list of topics for discussion.
 - 2. All meetings will be scheduled at mutually agreed upon times using Association Leave time and substitutes if needed.
 - 3. The meetings are not intended to bypass and/or replace the grievance procedure.

ARTICLE 3: GRIEVANCE PROCEDURE

3.1 GRIEVANCE DEFINITIONS

Any claim by the Association that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

3.2 TIME LIMITS

As used in this Article, the term “days” shall mean days on which school is in session or during summer vacations when the Business office is open. For grievances that arise during scheduled breaks, all time limits shall double.

3.3 PROCEDURES

- A. Step 1. Within twenty (20) days of the event giving rise to the grievance or within twenty (20) days of when the event giving rise to the grievance should reasonably have become known, the Employee or Association may present the grievance in writing to his/her Principal, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative, who shall be an Employee of the District, the grievant and the Building Principal, shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Principal's written response, including the reasons for the decision.
- B. Step 2. If the grievance is not resolved at Step 1, then the grievant may refer the grievance to the Superintendent within five (5) days after receipt of the Step 1 answer or if the time limits

expire without issuance of the Principal's written reply. The Superintendent shall arrange with the Association for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses, as it deems necessary. Within ten (10) days of the meeting, the grievant and Association shall be provided with the Superintendent's written response.

- C. Step 3. If the Association is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without issuance of the Superintendent's written reply, the Association may within twenty (20) days submit the grievance to the Board. The Board shall submit its written response within thirty (30) days of receipt of the Step 2 claim.

3.4 ARBITRATION

Within forty (40) days after receipt of the Board response or the time limits expire without the Board's written response, the Association may request the grievance be submitted to final and binding arbitration. Such request shall be in writing and made to the Board Secretary by delivery to the Board Office. Following the request for arbitration, in the event an arbitrator cannot be mutually agreed upon, the Board and the Association shall jointly request the services of an arbitrator from the American Arbitration Association. Upon mutual agreement, the parties may request expedited arbitration.

3.5 SCOPE OF AUTHORITY

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and his decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

3.6 CLASS GRIEVANCE

Class grievances involving one (1) or more Employees or supervisors and grievances involving an Administrator above the building level may be initially filed by the Association at Step 2.

3.7 NO REPRISALS

No reprisals shall be taken by the Board or the Administration against any Employee because of the Employee's participation in a grievance.

3.8 GRIEVANCE INVESTIGATION

Should the investigation or processing of any grievance require that an Employee or an Association representative be released from his/her regular assignment, he/she shall be released, with permission of the Superintendent, without loss of pay or benefits.

3.9 GRIEVANCE RECORDS

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

3.10 WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.

3.11 COST OF ARBITRATION

The cost of arbitration shall be borne equally by the parties, except that each party shall pay for its own representation costs.

3.12 SETTLEMENT

By mutual agreement of the Association and the Employer, a grievance may be settled at any step with or without establishing prejudice or precedent.

ARTICLE 4: EMPLOYEE RIGHTS

4.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to organize and join or not join the Association.

4.2 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

- A. Certificated Employees - All presently employed certificated Employees shall be notified of their specific teaching assignments by June 1 in writing of the academic school year prior to the new assignment. All employed certificated Employees who are scheduled to move to different position/building shall be notified by May 21st. In case of emergency, assignments may be changed and certificated Employees shall be notified as soon as possible. In such cases, the affected certificated Employees shall be permitted to resign without penalty.
- B. ESP Employees - Except in emergencies an Employee shall be given at least five (5) calendar days' notice of any change in assignment. Such notice shall include location(s), work schedule, name of supervisor(s), and job description(s). Changes in work schedule do not constitute a change in assignment when such change is within the job classification.

4.3 RULES AND REGULATIONS GOVERNING EMPLOYEES

- A. Copies of Board Policies and building handbooks, regulations, and rules shall be made available to Employees on the District website. A reasonably current hard copy of the Illinois School Code shall be made available upon request.

- B. The Illinois Vehicle Code Book and Federal Motor Carrier Safety Regulations shall also be made available to Employees in the bus garage.

4.4 RIGHT TO REPRESENTATION

- A. When an Employee is required to appear before the Board and/or Administrator to discuss any matter, which might reasonably lead to the discipline of the Employee other than meetings related to evaluation conferences or procedures, the Employee shall be entitled to have a representative of the Association present. Any Employee receiving a final summative evaluation rating of “Unsatisfactory” shall be given an opportunity to obtain Association representation if desired.
- B. All Employees will have the right to representation by the Association during any meeting that reasonably could result in disciplinary action in the judgment of the Employee. At any point in such a meeting with a supervisor, the Employee will have the right to terminate said discussion and request representation. A terminated meeting must be rescheduled within ten (10) working days.

ARTICLE 5: ASSOCIATION RIGHTS

5.1 NEW EMPLOYEES AND STAFF ORIENTATION

- A. The administrative staff of the District shall provide an orientation program for new Employees to acquaint them with policies and procedures of the District, of their school and of their position. At such time, the Association shall be provided the right and time for contract acquaintance. The Administration shall provide such information as names and addresses of new Employees to the Association in advance of such orientation. A description of the District’s program of staff supervision and evaluation shall be included in the orientation program.
- B. The Administration shall provide a familiarization program regarding changes in policy or procedures of the District for all affected Employees whenever the Administration determines such program is necessary.

5.2 ASSOCIATION LEAVE

The Association shall have the right to use twelve (12) work days total, District-wide, to send representatives to local, state, or national functions related to Association business without loss of salary. The Association shall reimburse the District for the cost of the substitute. Additional times that are mutually agreed upon for the Association President and the Superintendent to meet will not be included in the twelve (12) days.

5.3 ASSOCIATION DUES AND FAIR SHARE

A. Dues Deduction

The Board shall deduct from each Employee's pay the current dues of the Association. The District is expressly relieved of all dues deduction liability with regard to:

1. Insufficient earnings to cover deduction;
2. Unpaid dues in arrears where the District has complied with its deduction responsibilities;
3. The dues of Employees no longer employed by the District or Employees on leaves of absence.

B. Fair Share

The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claim, demand, suit, or other form of liability which may rise by reason of any action taken by the Association or the Board in complying with the Fair Share provisions of this or any prior Collective Bargaining Agreement between the Board and the Association, including reimbursement for any legal fees or expenses incurred in connection therewith, provided:

1. The Employer gives reasonable notice of such action in writing to the Association and permits the Association to intervene as a party if it so desires, and,
2. The Employer cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

5.4 USE OF FACILITIES

The Association may request the use of school facilities for union Business. Such requests shall not be unreasonably denied provided the procedures in subparagraph A through D are followed.

- A. A request is made of the Building Principal in writing at least twenty-four (24) hours prior to requested use.
- B. Use does not conflict with any other prior scheduled school activity or cause undue hardship.
- C. The Association reimburses the District for any and all costs incurred by the District arising out of such use that is above and beyond normal activities.

- D. The Association shall be permitted access to Employee mailboxes, the use of the District internal mail system and District e-mail for the purpose of pursuing legitimate Association Business.

5.5 BULLETIN BOARDS

A bulletin board shall be provided in each Employee lounge and the Bus garage for posting information concerning Association activities. Defamatory or offensive content is prohibited.

5.6 EMPLOYEE MAILBOXES

Each Employee shall be provided with a school mailbox for the purpose of receiving official work-related notices and correspondence as well as Association correspondence and information. All mailboxes will be placed in a centralized location within each attendance center, if practical. Mailboxes for Bus Drivers shall be located at the bus garage.

ARTICLE 6: MANAGEMENT RIGHTS

The Board retains all functions, rights and powers, which are not limited by the language of this Agreement.

ARTICLE 7: CALENDAR - WORK LOAD

7.1 JOB DESCRIPTION AND CLASSIFICATION

- A. Within each classification, job descriptions will be developed by the Board with input from the Association and will be presented upon employment.
- B. The descriptions will include at a minimum:
 - 1. Job Title and Description
 - 2. Minimum Requirements
 - 3. Required tasks and responsibilities

7.2 WORK HOURS AND WORK WEEK

- A. Certificated Employees
 - 1. Work Day
 - a. The Teacher work day including all day professional development days shall be seven and one-half (7.5) hours a day to include a duty free lunch, staff meetings, prep time, or any meetings without a stipend. Building start and end times will be set annually by the Board.
 - b. Professional development days shall be scheduled no more than three (3) times a

month; taking into consideration holidays, parent/teacher conferences, family nights, back pack nights, holiday programs, music programs, or additions as bargained. Professional development shall be scheduled on five (5) day work weeks whenever possible. Professional development shall be (minimally) one hour thirty minutes early release with meetings to start ten (10) minutes thereafter. Meeting time shall not exceed one hour and fifty minutes.

- c. Paraprofessionals will work up to 7.5 hours on three Teacher institute days to recoup lost wages for the early release days. The District will determine the three Teacher institute days on which the paraprofessionals will work.

2. Duty-Free Lunch

Each certificated Employee shall receive a duty-free lunch period equivalent to the length of the student lunch period, but in no case less than thirty (30) minutes.

3. Preparation Time

- a. The minimum standard for full-time K-6 classroom Teacher preparation time is two hundred (200) minutes per week prorated on shortened days/weeks. The minimum standard for full-time 7-12 classroom Teacher preparation time is a daily class period.
- b. Teachers can be required to attend IEPs, school events, ceremonies and assemblies held during their preparation time with no additional compensation. Teachers who miss their preparation time because of school events like field day or field trips will not receive compensation.

4. Meetings

Not more than a total of three (3) faculty, subject area, grade level, department, or Rtl meetings per week shall be held at a building. Any meeting in excess of referenced meeting outside of the workday shall be paid at the internal substitution rate.

5. Elementary Supervision

Elementary and Junior High Teachers who are required to attend Open House, Family Nights (i.e., 1 hour to plan and set up and 1 hour for the event), Seasonal Music Programs, and DARE graduation activities will be compensated at the internal sub rate for two (2) hours per event.

6. Class Switching

Senior High School class load will be balanced within disciplines. Teachers with four (4) or more preps per quarter not including study hall who mutually agree may switch classes as long as no disruption occurs to existing schedule.

7. JH/SH Extra Pay and Proctoring

With principal approval, teachers who present at the annual academic achievement ceremony will be paid at the internal substitution rate for one (1) hour. Pay shall not be given for hours worked during the regular work day. Retired teachers or substitutes will be brought in to proctor state mandated tests when feasible.

B. ESP Employees

1. Work Hours

- a. The length of the regularly scheduled work day shall be determined by the Board, but shall be subject to negotiations in accordance with the provisions of the Illinois Educational Labor Relations Act in the event the Employer seeks to reduce Employee hours on an ongoing basis, provided, however, that this provision shall not be subject to the grievance procedure.
- b. A full-time Employee shall receive at least one fifteen (15) minute paid break every four (4) hours and an unpaid duty free lunch and/or dinner break of no less than thirty (30) minutes. If a Secretary needs to make a periodic thirty (30) minute modification in his or her schedule, with the approval of the Principal, the Secretary may make such adjustment by working through break time or extending the work day accordingly. To provide duty-free lunch periods for Secretaries in elementary school buildings, it is agreed that Aides may substitute for Secretaries during this time at the Aide rate of pay.
- c. A part-time Employee shall receive at least one fifteen (15) minute break for every four (4) consecutive hours worked and an unpaid duty free lunch and/or dinner break of no less than thirty (30) minutes for every six (6) consecutive hours worked.
- d. The building Principal or immediate supervisor shall have the discretion to adjust the Employees' beginning and ending work hours in order to meet District, building, student, and other needs.
- e. Whenever the custodial shift changes, any night shift Custodian who is required to report to work on the following business day shall have the option to begin his/her shift no sooner than eight (8) hours after the conclusion of his/her preceding shift and shall begin his/her shift at regular time for each consecutive day shift work day thereafter.
- f. If the student of a one-on-one Aide is absent, the Principal has the option of having the Aide stay and work his/her normal hours or going home. The Aide will not be paid if she/he goes home. If she/he stays, she/he will be assigned to work with other student(s). This would apply only for normal absence, not for extended absences.

2. Work Week

- a. All Employees regularly scheduled to work thirty-six (36) or more hours per week shall be considered full-time Employees for purposes of this Agreement.
- b. Paid leaves, holidays, and vacation days shall all count toward meeting the above work week requirements for ESP Employees.

7.3 WORK YEAR AND CALENDAR

A. Calendar

1. The school calendar shall consist of not more than one hundred eighty (180) certificated Employee responsibility days and no more than five (5) emergency days to be used for emergency purposes only. The definition of emergency shall be at the discretion of the Board and Administration. Should the District by virtue of legislative action or directive by the State Board of Education be permitted relief days due to emergency situations, it is understood that the calendar shall not extend beyond the minimum number of days required to obtain full state aid.
2. Each year the Board shall establish a Calendar Committee. The Superintendent will initiate and organize the Calendar Committee to start no later than October 15 of each year. The committee shall include up to four (4) members of the Association, the Superintendent or designee and three (3) additional Administrators.
3. The Calendar Committee shall annually prepare two (2) or more proposed calendars with supporting rationale for each proposed calendar. The proposed calendars may represent the upcoming school year and/or the subsequent year that follows the upcoming school year. Each proposed calendar shall include all half-days and early release days as submitted by the Superintendent. The Committee shall submit the proposed calendars it has prepared to the Association President, by December 1st, for an advisory vote by the Employees. The Association President shall cause an advisory vote on the proposed calendars by the Employees to occur. The Association President shall present, in writing, the results of the Employee advisory vote to the Board, along with any comments supporting the Employees' preferred proposed calendar(s). The Board shall adopt one (1) of the proposed calendars, no later than the January board meeting, prior to the following school year.

B. Certificated Employees in Extended Contracts

Certificated Employees on extended contracts (those required to work more days than the standard work year calls for) shall be paid at the rate of one one-hundred-eightieth (1/180) of salary of each additional day worked. Extended contracts are librarian, counselors and agricultural Teacher, chorus Teacher and band Teacher. All other certificated Employees will

maintain the 180 responsibility days. The following is a list of extra days for certificated employees.

Ag 1: 15 days (45 additional days as long as the Three Circles grant is available.)

Ag 2: 15 days (45 additional days as long as the Three Circles grant is available.) Band: 40 days.

Chorus: 13 days.

Counselor: 15 days

Academic Coordinator: 10 days

Librarian 4 days

C. ESP Employees

The work year in effect for ESP Employees for the length of the contract shall continue except as otherwise provided herein. The work years shall include paid holidays and vacation days in accordance with contract provision 7.4. In the event that the Employer increases the number of workdays in an Employee's work year, each additional day shall be paid at the Employee's regular rate of pay.

7.4 PAID HOLIDAYS (ESP ONLY)

- A. Paid holidays are those days set aside on the calendar when the Employees are not required to work but for which they receive work credit and are paid their regular rate of pay. If any holiday falls on a Saturday or Sunday, the Board may designate the proceeding Friday or the following Monday as the day on which the holiday will be observed. If, for some reason, the students are in session on both the Friday before and the Monday after one of the recognized holidays, the Board may designate a later date for holiday observance. When this occurs, the Employee will be granted a floating holiday which must be used before the end of the school year and approved by supervisor. Floating holidays must be taken on non-student attendance days.
ESP Employees must have been employed in the qualifying position for at least three months to be eligible for paid holidays.
- B. The paid holidays for full time, 12-month Employees are Independence Day, Labor Day, Columbus Day, Veteran's Day (if Veteran's Day is an approved non-student day), Thanksgiving Day, the Friday immediately following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday or President's Day, Good Friday, and Memorial Day.
- C. Beginning July 1, 2018, newly hired nine-month full-time Employees will not receive paid holidays. Current nine-month full-time Employees will continue to receive paid holidays for Labor Day, Columbus Day, Veteran's Day (only if Veteran's Day is an approved non-student day), Martin Luther King Jr.'s Birthday, Lincoln's Birthday or President's Day, Good Friday and Memorial Day (providing Memorial Day is within the Employee's work schedule).

7.5 OVERTIME – ESP EMPLOYEES

A. Holidays and Weekend Work

No ESP Employee shall be required to work on weekends unless part of the ESP Employee's regular work week or on holidays except on a voluntary basis, except that if no ESP Employees volunteer, the least senior ESP Employee qualified to perform the work, on a rotating basis, may be required by the ESP Employer to work.

B. Overtime/Compensatory Time

1. Overtime and compensatory time shall be paid in accordance with the Fair Labor Standards Act.
2. With the consent of the Employer, ESP Employees required to work more than forty (40) hours in a workweek may opt to receive compensatory time off in lieu of overtime pay. Compensatory time will accrue at a rate one and one-half (1.5) times the number of hours worked. ESP Employees will be permitted to use pre-approved and documented accrued compensatory time within a reasonable time after making such a request if the granting of the request does not unduly disrupt the operations. All compensatory time shall be used within the pay period succeeding the pay period in which it occurs. Any such unused compensatory time shall be paid in monetary compensation.
3. All work over and above forty (40) hours in the workweek shall be compensated at the rate of one and one-half (1.5) times the regular rate of pay.

C. Relief Time for Overtime

ESP Employees working overtime will be entitled to an additional fifteen (15) minute paid break for every four (4) hours worked.

D. Sunday and Holiday Overtime

All work on Sundays or holidays will be compensated at one and one-half (1.5) times the ESP Employee's regular rate of pay with a minimum of two (2) hours.

E. Overtime Procedures (Non-Bus Drivers)

Overtime shall first be offered to qualified Employees who volunteer. If more than one ESP Employee volunteers, the work shall be assigned on a rotating basis within each building beginning with the most senior ESP Employee. If there are not enough volunteers to do the work, then overtime shall be assigned on a rotation within each building based on least District seniority. Except in emergencies, overtime schedules shall be posted and provided to all Employees on the rotation two (2) weeks in advance of scheduled work.

F. Bus Drivers Hours and Overtime

1. Bus Drivers shall be paid on an hourly basis for all hours spent on same day extra-curricular and field trip routes, including time spent performing any necessary pre-inspection and post-inspection of the Bus. Bus Drivers are required to remain at the site of the extra-curricular activity or field trip except where necessary to fuel the Bus or attend to an emergency.
 - a. If the trip is within one-hour distance, Drivers may choose to drop students at the site and pick up them up later that day. Additionally, where conditions such as the unavailability of food or lack of shelter from severe weather conditions, including extreme cold or heat, so require, a Bus Driver may leave the site, if his or her absence would not interfere in any way with the District's activity, but must limit his or her absence from the site to the shortest necessary period of time.
2. Layover hours shall not be considered for purposes of determining whether an Employee is full-time or in the overtime calculation as per the Fair Labor Standards Act Policy. Layover hours are referring to when Drivers stay overnight and/or trips where a stipend occurs and layover pay refers to specific hourly rate.
3. Overnight Bus Drivers shall be paid on an hourly basis for all hours spent driving on an overnight trip. Driving includes but is not limited to transporting students to and from the activity, shuttle runs, fueling and pre- and post-inspections. In addition, if the Driver is also required to remain overnight, the Driver will be entitled to District-provided lodging and an overnight stipend.
4. Layover Pay on Special Education Routes
 - a) When it is not feasible for the Driver and/or Bus monitor to return to the District between routes, the Driver will receive layover pay during such period of time. Layover situations will be determined by the Board in its sole discretion.
 - b) A one-hour unpaid lunch period will be included in the calculation mid-day layover pay.
 - c) Layover hours shall not be considered for purposes of determining whether an Employee is full-time or in the overtime calculation as per the Fair Labor Standards Act Policy.
5. During any work week in which a Bus Driver works in excess of forty (40) hours, the Bus Driver shall receive overtime compensation. Overtime compensation will be computed by first determining the Driver's regular rate of pay. The regular rate of pay is derived by dividing the total compensation received (less any stipends or bonuses) for the work week by the actual number of hours worked, including layover pay. The Driver will then receive extra half-time pay for all hours worked in excess of forty (40) during the work week.

6. It is the goal of the Board to offer safe and dependable transportation services to the community in the most time and cost efficient manner. Accordingly, the Board, or its designee, shall have the sole discretion to schedule and determine route assignments.
7. Regular Drivers may volunteer (by signing up) to drive extra routes, which shall be posted two (2) weeks in advance, where practicable. The extra routes will be awarded in order of seniority on a rotating and equitable basis to any Driver for whom the District will not incur an overtime expense. If the assignment of the extra route would conflict with a Driver's regular duties, the Driver shall not be eligible for such extra route unless a substitute is available to perform the Bus Driver's regular duties. If no Driver is eligible for the extra route, the District shall have the option of awarding the extra route to a substitute, or, on a rotating and equitable basis, to Drivers who may receive overtime as a result of such extra route. The District is not bound by the seniority and rotation procedures in situations which allow for last-minute or urgent situations.
8. If a trip is canceled after a Bus Driver arrives on site for an extra-curricular route, the Bus Driver will be paid for two (2) hours at the hourly rate of pay. Such pay shall not constitute time worked for purposes of calculating the Driver's eligibility for overtime pay.
9. If a Bus Driver is required by the Superintendent or his or her designee to remain on School District premises in order to respond to a call for an early dismissal due to inclement weather, the Bus Driver shall be paid for all hours so required at the hourly rate of pay.

ARTICLE 8: WORKING CONDITIONS

8.1 SAFE WORKING CONDITIONS

- A. If the Employee becomes aware of a potentially unsafe or hazardous condition, the Employee should report this situation to his/her immediately involved supervisor who shall promptly investigate.
- B. With prior supervisory approval, which shall not be unreasonably withheld, Buses may be kept at the residence of a Bus Driver but will be the responsibility of said Bus Driver. Bus Drivers shall report any needs or problems to the Transportation Supervisor.
- C. Any Employee primarily responsible for working with a student labeled with a behavior disorder must be trained in CPI or similar method.

8.2 ASSISTANCE FOR CONTROL AND DISCIPLINE OF STUDENTS

- A. At the request of any Employee, the Employer may provide support and assistance to the Employee with respect to the maintenance of control and discipline of students in the Employee's assigned work area.
- B. Employees may use such reasonable physical force with a student as is necessary to protect themselves, a fellow Employee, any other District Employee, Teacher, Administrator, or another student from attack, physical abuse or injury, or to prevent damage to District property. Any Employee whose presence is necessary at a student hearing shall be released from duty with no loss of pay or benefits.

8.3 ESP EMPLOYEE SUPERVISION

At the beginning of each new school year, each ESP Employee shall be notified who his or her immediate supervisor(s) and other supervisor(s) are and shall be further notified of each subsequent change. In the absence of any supervisor, ESP Employees shall perform their assigned duties, which shall include contingencies for the assignment of work when an ESP Employee is absent.

8.4 REQUISITION POLICY

Each Employee may requisition materials and supplies, make recommendations and suggest priorities subject to the Superintendent's approval.

8.5 HEPATITIS B

Upon the recommendation of the School Nurse and approval by the Board, an Employee may receive immunization by vaccination for Hepatitis B as provided by the District and at District expense.

8.6 CLASS SIZE

- A. The Board recognizes the importance of class size to the educational program. The Board will make efforts to keep class sizes in the District at reasonable levels.
- B. When class sizes exceed the following student enrollments, an Aide shall be provided; or, at the Board's sole option, in lieu of an Aide the certificated Employee shall be paid a stipend of Ten and 00/100 Dollars (\$10.00) per day per student, regardless of whether students are present or absent, in excess of the number limit given below:

K-2	25
3-4	27
5-6	29

- C. All Kindergarten classes will be provided with a full-time instructional Aide.

- D. Class size limits requiring employment of an Aide or compensation shall apply to self-contained elementary grade level classes or core academic classes only. Classes not subject to the class size limitations are: art, music, physical education, special education, study hall, lunch and other supervisions. When safety is a concern, the Administration will explore reduction options within the instructional department.
- E. The caseload for Special Education Teachers shall not exceed fifteen (15) students per Teacher. No Teacher will be assigned an additional case to manage until such time as all special education Teachers' caseloads have reached the cap of fifteen (15). In the event that an additional student(s) must be added beyond the cap of fifteen (15), the affected Teacher(s) shall receive an overload payment of \$350 per student and this amount may not be prorated.
- F. Overload at JH/HS
 - 1) Qualified volunteers will be sought for a first additional paid assignment. The Principal shall choose a qualified Teacher to teach the additional assignment giving full consideration to volunteers and to the seniority of all qualified candidates.
 - 2) The Principal shall update the Association President about the selection process.
 - 3) Teachers who teach an academic first additional assignment shall receive additional compensation for each assignment equal to 14% of the base salary A step of the bachelor's column on the salary schedule.
 - 4) Involuntary assignments will not be used as a means of implementing a reduction in force.
 - 5) Steps a-d will be repeated preceding each new school year.

8.7 SECURITY CAMERAS IN GYMS

Security cameras may be installed in the gym for security purposes. Information contained in camera footage cannot be used for Teacher evaluation or Teacher discipline purposes.

8.8 PANDEMIC LANGUAGE

- A. Under ISBE guidance as of 7.14.21 (stating that all students should return to in-person learning except those with medical conditions), students who choose the remote option because of underlying medical conditions as confirmed by a healthcare provider and a completed the ISBE Medical Certification for Home Instruction form will receive instruction by a teacher who is hired by the district for such purposes.
- B. When state officials mandate the provision of remote learning for all students who choose it, the teachers will meet the educational needs of the in-person and remote students. All full-time certified staff who have remote students will receive a \$450 stipend for each semester the remote mandate is in place.

- C. Permanently remote students cannot return to school mid-quarter.
- D. To make up for lost work hours as a result of state officials mandating fully-remote learning, ESP Employees can choose to make up the time with principal approval, take a personal day, take a dock day. Examples of make-up activities include helping to clean the buildings, participating in professional development, going to another building to help, helping with e-learning, or helping prepare lunches. Except for extreme situations, the district will try to have work for the ESPs to do. The work activities will be at the discretion of the principals.
- E. Teachers who have total of three (3) or more quarantined students in their PreK-5th grade class, and teachers who have a total of six (6) or more quarantined students in their 6 th-12th grade classes will have access to district-provided staff who will assist with communication, questions, and instruction with the quarantined students. This access will last until the number of quarantined students falls below the aforementioned levels.

ARTICLE 9: EMERGENCY SCHOOL CLOSING

9.1 NOTIFICATION PROCEDURE

- A. When an emergency confronts the schools, notifications of the closing of schools will be released for broadcast over Quad Cities television stations and radio stations as soon as practicable. The District will make every effort to notify Employees who are required to report to work prior to 6:00 a.m. of the closing by the District's calling system.
- B. When preparing to share an announcement, the Superintendent will send a written copy of the announcement in an email to the district staff before posting the announcement or activating a phone notification to the district families.
- C. E-learning will not take place on the first two (2) inclement weather days and will be counted as state-approved emergency days. The three (3) remaining state-approved emergency days will function as e-learning days. If the ROE or state does not approve this plan, then all emergency days will be inclement weather days. There will be no practice e-learning days.

9.2 SCHOOL CLOSING - LEAVE DAYS

When the schools and school offices are officially closed by the Superintendent, no personal leave days previously arranged by an Employee will be deducted for such emergency days. Employees who attend previously scheduled workshops, conferences, etc. not affected by school closings shall suffer no loss of compensation. This provision shall not apply to late starts or early dismissals.

9.3 INCLEMENT WEATHER - LOSS OF PAY

When inclement weather causes a late start or early dismissal, or if an ESP Employee is unable to report to work as scheduled due to severe weather but desires to avoid a loss of pay, the building

Principal, at his or her sole discretion, may permit the use of personal leave, vacation time, or compensatory time, provided such time is available at the time of the absence, or may permit the Employee to make up the lost time.

9.4 BOMB THREAT - PROCEDURE

No Employee shall be required to search for a bomb.

ARTICLE 10: INSERVICE AND OTHER TRAINING

10.1 TRAINING – COOKS

A. If the Board requires a currently employed cook or head cook to obtain a license as a condition of employment, the Board shall pay for the license/permit, books, and classes related thereto.

B. The Board shall provide, without cost to the Employee, sanitation recertification and all expenses related thereto for current food service Employees.

10.2 OTHER TRAINING – ESPs

If the Board requires an Employee to attend classes or meetings beyond that which may be required by statute or regulation, the Board shall pay for books, tuition, and course fees.

10.3 BUS DRIVER TRAINING

Training for new Bus Drivers shall be provided by the District.

ARTICLE 11: LEAVES

11.0 LEAVE INCREMENTS

All leave requests will be taken in increments of quarter ($\frac{1}{4}$), half ($\frac{1}{2}$), or whole day for Employees who work six (6) hours or more. Employees who work less than six (6) hours a day are granted half ($\frac{1}{2}$) or whole days.

11.1 SICK LEAVE

- A. The Board shall grant each full-time Employee fourteen (14) sick leave days per year without loss of pay. Sick leave shall accumulate without limit as provided in the *School Code*.

During the 2021-2022, 2022-2023, and 2023-2024 school years, the number of sick leave days granted to each full-time Employee employed during the 2020-2021 school year will be increased to sixteen (16) sick leave days per year.

- B. Accumulated sick leave days shall be reported to each Employee on the paycheck stub. Sick leave shall be used for personal illness, quarantine at home or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption and for non-routine medical appointments, provided the *School Code* limits the use of sick leave for birth or adoption to thirty

(30) days for adoption or for a birth without additional evidence of disability extending beyond thirty (30) days. The “immediate family” of the District Employee shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, children-in-law, brothers-in-law, sisters-in-law, and legal guardians. (105ILCS 5/24-6) Significant other and life partner shall be included in the immediate family definition.

C. A doctor’s note must be submitted to the unit office when 3 or more consecutive sick days are taken.

11.2 PERSONAL LEAVE

- A. The Board shall grant each Employee three (3) days of personal leave per school year without loss of pay. Except in the case of an emergency, written advance request for use of personal leave shall be submitted as soon as possible to the Superintendent or designee.
- B. One (1) unused personal leave day shall be carried over for use in the next year (four [4] maximum in any one year). Other unused personal leave shall be applied to accumulated sick leave.

11.3 BEREAVEMENT LEAVE

The Board shall allow four (4) bereavement days per year. Additional bereavement days can be used for immediate family members with the days being counted as sick days.

11.4 JURY DUTY/SUBPOENA LEAVE

- A. An Employee shall suffer no loss of pay or benefits by reason of service on a jury or as a result of being subpoenaed by the clerk of a court and served on such Employee, to attend as a witness upon trial or to have his or her deposition.
- B. The Employee shall remit any payment received by the Employee less expenses and/or mileage or the District shall have the option to deduct the amount of the payment from the Employee’s salary.

11.5 LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay may be granted to Employees who desire to return to employment at a time mutually agreed upon. Upon request, there will be documentation given to the employee about their mutually agreed return date. This documentation will be given to the employee before posting on BoardDocs. If the Administration, in its discretion, deems it in the best interests of the school District, an Employee returning from a leave shall be reinstated to his or her former position and/or classification.
- B. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted according to the following conditions:

1. Prior Notice
 - a. Written requests for a long term leave of absence without pay (i.e., five [5] or more working days) shall, whenever possible, be made at least two (2) months before the leave is desired, subject to approval of the Board.
 - b. The dates of departure and return and the date for notice of return must be mutually acceptable to the Administration and the Employee and determined prior to any final action on the request.
2. Leave may be granted for:
 - a. Advanced study leading to a degree in an approved university;
 - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program;
 - c. Military service;
 - d. Care for a child or other member of the Employee's immediate family;
 - e. Other reasons acceptable to the Board.
3. Employees on such leave may continue insurance benefits if they reimburse the prorated cost of benefits for which they apply provided, however, nothing herein shall be inconsistent with the FMLA.
4. Employees will not advance on the salary schedule while on the approved leave of absence without pay unless working at least two (2) full terms or eighty-eight (88) days during the school year (if a school year Employee) or one hundred twenty (120) days during the fiscal year (if a full year Employee) during the year when the leave was taken.
5. The Board may waive the above restrictions at its discretion.

11.6 SABBATICAL LEAVE

The Board shall comply with the sabbatical leave provisions contained in the Illinois School Code.

11.7 PROFESSIONAL LEAVE/PROFESSIONAL DEVELOPMENT

- A. Each certificated Employee may be granted up to three (3) professional leave days per year without loss of salary to attend professional meetings, conferences, conventions, workshops, seminars, to be a presenter at a conference, and to visit pilot programs. Substitutes will be paid by the District.

- B. Each ESP may request professional leave without loss of salary for professional development purposes.

11.8 PROFESSIONAL DEVELOPMENT ACCOUNT

- A. The Board shall establish for each certified Employee a Professional Development Account of \$500 per year for the length of the contract for the purpose of drawing reimbursable expenses vouchered for professional training inclusive of pre-approved, conferences and workshops. In the utilization of tuition reimbursement, travel cost, cannot be claimed. Reimbursable food expenses must be itemized. No alcohol will be reimbursed.
- B. The Board shall establish for each certified Employee a Tuition Reimbursement Account of \$1,000 for the purpose of drawing reimbursable expenses vouchered for tuition expenses related to pre-approved coursework. Travel costs, university fees and/or texts cannot be claimed.
- C. Approved workshops and conferences can be prepaid by the District if a request for leave form is approved at least two weeks prior to the registration deadline for said workshop or conference. If the workshop or conference is not attended for any reason, the Employee will reimburse the District for prepaid fees within two (2) weeks of the workshop date. If the workshop takes place during the summer or any day that school is not in session, professional development monies will be used and the Employee will not be docked a professional development day.
- D. Teachers must write a one-page summary of things learned at workshops.
- E. Non-retirement program teachers may receive hourly pay using their \$800 professional development allotment for book study meetings outside of the contracted day. There is no compensation for time spent reading the book or preparing for the book study. The hourly rate will be based on the internal substitute rate.

11.9 PART-TIME EMPLOYEES

Part-Time Employees shall be entitled to pro-rata leave.

ARTICLE 12: PERSONNEL FILE

12.1 LOCATION OF FORMAL EVALUATION

All summative evaluations shall be included in the Employee's personnel file.

12.2 RIGHT OF REVIEW

- A. Each Employee shall have the right during regular Business hours, upon request, to review the contents of his/her personnel file and to attach written reactions to any of its contents, provided such review does not interfere with the Employee's performance of his/her assigned duties. The Administration may have a representative present at such review. The Employee may have a representative at such review.
- B. Any article placed in an Employee's file, other than compliance requirements, must be shared with the Employee before the material is placed in the file.

12.3 NOTIFICATION OF DISCIPLINARY MATERIAL

No disciplinary material shall be placed in an Employee's file without providing the Employee an opportunity to review the material.

12.4 RIGHT TO RESPOND

The Employee shall have the right to respond to any material which is entered into his/her file and his/her response shall be attached to the file.

ARTICLE 13: EMPLOYEE EVALUATION

13.1 EVALUATION PROCEDURE

Before the observation cycle takes place, the Administrator or the Employee's supervisor shall acquaint the Employees about the evaluation and instruments to be used.

13.2 EVALUATOR

The Administration shall designate an evaluator who shall be an Administrator or supervisor employed in the District. This provision shall not preclude the Superintendent or other District supervisor from serving as evaluator.

13.3 NUMBER OF EVALUATIONS

- A. Non-tenured certificated Employees shall be evaluated at least once per semester during the first year of their employment and shall be evaluated at least once every year prior to their consideration for re-employment. Tenured certificated Employees shall be evaluated at least once every two (2) years. Evaluations are not required for resigning Teachers in their last year of employment. Evaluations are not required for retiring Teachers in their last (2) two years of employment.
- B. ESP Employees shall be evaluated at least once per year. Evaluations will be cycled throughout the school year so that Administrators are not trying to do all ESP evaluations at

the end of the school year. Evaluations are not required for retiring ESP Employees in their last year of employment.

13.4 CERTIFIED OBSERVATIONS

Each formal observation shall consist of at least one (1) formal in-person classroom visit to observe the Certificated Employee's performance for a minimum of 45 minutes at a time; or an observation during a complete lesson; or an observation during an entire class period. A subsequent formal observation of the Certificated Employee shall not occur until the prior observation involving the particular class has been discussed and reviewed with the Certificated Employee. Formal observations shall not be performed within six (6) student contact days of the beginning or end of a school year or on days immediately preceding and following holidays/intercessions and vacations during the school year. (Nothing herein shall prevent Administration from making routine supervisory observations and acting on them during this period however.) Formal observations which are conducted during a classroom session where team-teaching (two or more certificated Employees are teaching concurrently) must limit the scope of the formal observation to only one of the two or more certificated Employees presenting.

13.5 EVALUATION MEETINGS

A. FORMATIVE

Upon completion of the observations the Administration shall have a meeting with the Employee within five (5) working days, when possible, but in no case later than ten (10) working days after the observation, without mutual agreement of the Administrator and Employee. Prior to the conclusion of this meeting, or within five (5) days if mutually agreed to amendments are necessary, the Administration shall provide a copy of the formative evaluation conference to the Employee who shall sign a copy to acknowledge receipt. The formative evaluation conference shall outline and document instructional proficiencies/deficiencies relevant Employee behaviors, and target growth or professional development recommendations.

B. SUMMATIVE

Upon completion of the formal evaluation cycle both the observation and formative evaluation meeting the Administration shall have a separate summative evaluation meeting with the Employee on or before March 1st with all non-tenured Teachers and on or before May 1st with all tenured Teachers during their evaluation year. The purpose of the summative conference will be to provide the Teacher with a current performance review with feedback and explanation based on the required and informal evaluation activities conducted during the year. The written summative evaluation must include the Administrator's recommendation regarding employment status. Informal observations include any and all things that reflect overall professionalism. These may include unannounced classroom observations, walk through visits, professional behaviors in a variety of educational settings and involvement in school activities or functions. The Employee shall have the right to attach

an explanation to any evaluation, provided that the explanation is dated and submitted to the Administration for inclusion in the file within ten (10) working days of receipt of the written evaluation.

13.6 EVALUATION - PERSONNEL FILE INCLUSION

All summative evaluations shall be included in Employee personnel files.

13.7 RIGHT TO REPRESENTATION

Any Employee receiving a final summative evaluation rating of “Unsatisfactory” shall be allowed to obtain Association representation if desired.

ARTICLE 14: EMPLOYEE PROTECTION

ASSAULT ON EMPLOYEES/VANDALISM ASSISTANCE

Upon written receipt of a complaint from an Employee, the Superintendent shall report all incidents of battery against school personnel to the law enforcement authorities in accordance with *The School Code*. Upon receipt of a written complaint from any Employee who suffers a financial loss due to either vandalism and/or assault while in the performance of his or her school related duties, such complaint shall be promptly investigated by the District.

ARTICLE 15: PROBATION, SUSPENSION, JUST CAUSE DISCIPLINE AND DISMISSAL

15.1 PROBATION

Each ESP Employee shall serve a probationary period of four (4) years. Any Employee who transfers to another position or category for which different qualifications are required shall serve a trial period of one hundred eighty (180) days, and the Board or its designee at the sole discretion of the employer may at any time during such period return the Employee to his or her former position.

15.2 JUST CAUSE DISCIPLINE

A non-probationary Employee or tenure Teacher shall not be dismissed from employment or suspended without pay except for just cause.

15.3 DISCIPLINARY ACTION

A. Disciplinary action will be progressive, except for gross misconduct and in accordance with the following steps. Cases of gross misconduct will be determined by the Superintendent, depending upon the circumstances of each case. Notice will be given for any disciplinary action meeting.

1. verbal warning (minimal documentation)
2. written warning
3. one to ten-day suspension (with or without pay)
4. termination

B. The decision to suspend without pay or terminate rests with the Board of Education.

ARTICLE 16: PUBLIC COMPLAINTS AGAINST EMPLOYEES PROCEDURE

No final disciplinary action, including documentation placed in an Employee's file, shall be initiated against an Employee as a result of a parent, student, or community member complaint until the Employee has been notified of the complaint and the employer has conducted an investigation of the complaint. Notification shall take place through an Administrative-Employee conference. The Employee may request the presence of a representative of the Association at such a conference. At the Employee's request, an Employee shall be afforded an opportunity to meet with the complaining person, if such person agrees to meet. All meetings to discuss any complaint against an Employee shall be in closed session.

ARTICLE 17: SENIORITY

17.1 SENIORITY

A. Certificated Employee Seniority

1. For the purposes of this Article, "length of continuing service" as used in the School Code shall be defined as "seniority."
2. Non-tenured certificated Employees or Administrators shall not earn seniority. Once a certificated Employee or Administrator has achieved tenure, seniority shall be measured from the first day of continuous certificated teaching or administrative service to the School District (including service as a part-time or non-tenured certificated Employee or Administrator). Only service as a certificated Teacher or certificated Administrator in the School District shall be computed in the accrual of seniority.
3. Seniority shall not be earned during any unpaid leave of absence, however, a certificated Employee shall be credited with a full year of service for any year during which that certificated Employee works two (2) full terms or works a minimum of eighty-eight (88) days. Seniority earned prior to an approved unpaid leave of absence will not be lost during such absence. Seniority shall accrue during any paid absence, including an absence paid by sick leave or worker compensation. When the service of the certificated Employee to be credited with seniority is not full-time (e.g., a tenured certificated Employee who has been reduced to part-time,) seniority shall be credited on a prorated basis.

4. All seniority shall be lost when there is a break in the certificated Employee's service. A break in service shall occur when the certificated Employee resigns, retires, is dismissed for cause or upon layoff when recall rights expire, or employment in a position excluded from the bargaining unit (except administrative employment in the District).
5. Seniority shall be distinguished from salary schedule placement or advancement. A given certificated Employee's seniority shall not necessarily be related to the certificated Employee's salary schedule placement.
6. If two (2) or more certificated and qualified certificated Employees have the same seniority as defined herein, the following procedure shall be employed to determine seniority order:
 - a. The certificated Employee whose contract was approved at an earlier School Board meeting shall be deemed to have the greatest seniority. If a tie still results, then;
 - b. The certificated Employee with the highest college degree earned and total graduate hours beyond the highest degree earned shall be deemed to have the greatest seniority. If a tie still results, then;
 - c. The certificated Employee with the longest total teaching or administrative service, whether or not continuous and whether or not in Sherrard Community Unit School District #200, shall be deemed to have the greater seniority. If a tie still results, then;
 - d. Seniority order shall be determined by lot.

B. Certificated Employee Recall

Certificated Employee recall will be in accordance with the *Illinois School Code*.

17.2 MAINTAINING AND POSTING OF EMPLOYEE EMPLOYMENT LISTS

- A. The Board shall prepare, maintain and post both a seniority list and a Years of Service List. The seniority list and the Years of Service list shall be sent to each Employee or be posted conspicuously in all buildings of the District each February 1st.
- B. A copy of these lists and subsequent revisions shall be furnished to the Association. Any Employee disagreeing with their placement shall respond, in writing, to the Superintendent and the Association President within thirty (30) work days after the effective date of the posting. Otherwise, the Employee shall be deemed to accept his placement until the posting of revised lists.

17.3 CLASSIFICATIONS WITHIN THE BARGAINING UNIT

For the purposes of this Agreement, all Certified Employees shall be placed in one classification.

ARTICLE 18: ESP REDUCTION IN PERSONNEL, LAYOFF AND RECALL

18.1 EMPLOYEE SENIORITY

Seniority shall be defined as the continuous length of service within the District as a member of the bargaining unit as applied to a particular job classification. Accumulation of seniority shall begin from the Employee's first working day in that classification. Employees who are regularly scheduled to work twenty-four (24) hours or less each week shall be credited with fifty percent (50%) of seniority. Employees, who are regularly scheduled to work a total of more than twenty-four (24) hours each week, but in more than one job classification, shall be credited with full seniority within the classification in which the majority of their time is worked. Time on unpaid leave of absence of more than ninety (90) consecutive working days will not be counted in determining seniority. Such an unpaid leave of absence approved by the board will not constitute an interruption in service. In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

18.2 PROCEDURE FOR LAYOFF

No ESP Employee shall be laid off pursuant to a reduction in the work force unless said ESP Employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff. In the event of a reduction in work force, the Board shall first lay off the least senior ESP Employees within the affected classification as set forth in Section 18.4.

18.3 RECALL RIGHTS

A. Substitution Work

A laid off ESP Employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

B. Recall Rights and Procedures

If the board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the position thereby becoming available shall be tendered to the Employees so honorably removed or dismissed. Laid off ESP Employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified within the classification and position from which they were laid off. Any ESP Employee who has served more than ninety (90) working days in a position shall be deemed qualified for that position. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the ESP Employee is to report back to work.

C. ESP Employee's Obligation to Respond to Recall

It shall be the ESP Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled ESP Employee shall be given seven (7) calendar days from receipt of notice to report to work unless a later date is mutually agreeable to the Employer and ESP Employee. The Employer may fill the position on a temporary basis until the recalled ESP Employee can report for work. ESP Employees recalled to work for which they are qualified are obligated to take said work. An ESP Employee who declines recall to work for which he/she is qualified shall forfeit his/her employment.

18.4 CLASSIFICATIONS WITHIN THE BARGAINING UNIT

For the purposes of this Agreement, all Employees shall be placed in one of the following classifications based on their current assignments:

- A. Bus Monitors
- B. Bus Drivers
- C. Custodians
- D. ALL Paraprofessionals including Classroom Aides, Library Aides and One-on-One Aides
- E. Supervisors
- F. Food Service Employees
- G. Health Aides
- H. Maintenance Employee
- I. Mechanics
- J. Office Clerks
- K. Secretaries

ARTICLE 19: VACANCIES AND TRANSFERS

19.1 DEFINITION OF VACANCIES

A vacancy shall be defined as any bargaining unit position becoming open as a result of an Employee leaving the District or bargaining unit, or any new position.

19.2 DEFINITION OF TRANSFER

- A. Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, including a change of buildings or shifts, as well as changes of positions within the same building with a different job classification or supervisor.
 - 1. Voluntary transfer – transfers that are initiated or agreed to by Employee
 - 2. Involuntary Transfer – transfers that are NOT initiated or agreed to by Employee.

- B. Employees will be notified in writing about any transfers, any changes to job titles and/or job descriptions within ten (10) working days following Board approval.

19.3 POSTING OF VACANCIES

Except in the case of an emergency or unique circumstances when time is of the essence, all bargaining unit positions with vacancies including summer school/intersession shall be posted on the District's website with a posting sent to the Association President or his or her designee, for at least five (5) work days prior to being filled. Such posting shall contain the following information as relevant:

- A. Type of work
- B. Location of work
- D. Relevant pay information
- E. Shift (ESPs)
- F. Qualifications

19.4 VOLUNTARY TRANSFERS

- A. An Employee may make a written request, at any time, for a voluntary transfer to a position for which he or she is qualified. Receipt of a request for transfer shall be acknowledged by the Employer within five (5) working days. Any such application shall be kept on file for one (1) year. In making the decision to fill an open position to which any Employee has requested a voluntary transfer, the Board shall consider such Employee's seniority as well as other relevant factors including but not limited to performance, certification, experience, current assignment including building, grade level and department and overall District needs. The Superintendent or his/her designee shall notify the Employee who requested a transfer after the position is filled. If two candidates are equally qualified and acceptable to the Board, the individual with the greatest seniority shall be granted preference.
- B. Tenured certificated Employees shall not be required to complete the new certificated Employee application form or interview for a voluntary transfer position.
- C. If two ESP Employees desire to exchange positions in the same classification and are qualified, the mutual transfer request may be submitted to the Board for approval.

19.5 INVOLUNTARY TRANSFERS

When it is necessary to involuntarily transfer Employees, to the extent possible, all volunteers shall first be considered. An Employee shall not be involuntarily transferred arbitrarily or capriciously. In making the involuntary transfer, the Board shall consider an Employee's seniority as well as other relevant factors. Any Employee involuntarily transferred shall be afforded an opportunity to have a conference with an appropriate Administrator or supervisor. Upon request, the Employee shall be permitted to resign without penalty within thirty (30) days or sooner if a replacement is available.

19.6 TEMPORARY DUTIES ASSUMED

A. Internal Substitution (Certificated)

1. In the event a certified Employee is required to act as a substitute during his/her prep/release time, he/she shall be paid at the following rates:

Eight dollars and 75/100 (\$8.75) per fifteen (15) minutes for the term of the contract for the 2021-2022, 2022-2023 and 2023-2024 school years.

B. Temporary Duty and Internal Substitution (ESP)

1. Any ESP Employee who is temporarily assigned the duties of another ESP Employee by the building Principal shall be paid the higher of the reassigned Employee's regular rate of pay or the entry-level rate of the temporary assignment. Any ESP Employee who is temporarily assigned the duties of a Certificated Employee by the building Principal shall be paid the substitute Teacher rate.
2. Regular (non-Bus Driver) ESP Employees of the District shall be granted priority over all substitute Employees in the assignment of temporary non-substitute work, provided such temporary assignment does not conflict with the ESP Employee's regular assignment or duties and does not result in any overtime expense to the District.
3. If an ESP Employee is temporarily assigned the duties of another position in addition to his or her own duties so that the ESP Employee cannot reasonably complete all such assigned duties during his/her normal work hours, the Employee shall either have his or her regular duties and the temporarily assigned duties prioritized and/or be granted additional time to perform the additional duties assigned, by the Employee's supervisor or designee.

ARTICLE 20: COMPENSATION AND RELATED PROVISIONS

20.1 LIFE INSURANCE

The Board shall provide and pay the premium for term life insurance in an amount of \$20,000 for all full-time Employees.

20.2 HEALTH INSURANCE

- A. The Board shall provide, for the 2021-2022 school year, for each active full-time Employee, individual medical, vision, and prescription drug coverage at the Board expense up to six-hundred thirteen dollars (\$613) monthly. Full-time Employees may elect to purchase, at the Employee's own expense, coverage for dependents who are determined eligible. ESP Employees not designated full time, but who are regularly scheduled to work at least twenty

(20) hours per week, may elect to purchase, at the ESP Employee's own expense, hospitalization, vision and prescription drug coverage for themselves and dependents who are determined eligible.

- B. Beginning with the 2022-2023 school year, and each year thereafter, the Employee will contribute via payroll deduction an amount equal to fifty (50) percent of the annual increase in cost of the single monthly insurance premium above six-hundred thirteen dollars (\$613). The cost will be reoccurring (inclusive of previous year's contribution) and recalculated each school year based on the renewal rates of the District health insurance plan.
- C. The joint Association-Board insurance committee shall investigate insurance options, which shall be brought to each party's respective bargaining committee for consideration. The committee shall convene upon the request of either party.

20.3 FLEX BENEFIT PLAN

The Association may establish a flex benefit plan provided however, the District shall incur no costs whatsoever. All costs for the flex plan shall be borne by the Association and/or its members and/or members of the bargaining unit. The Board will not administer the flex plan in-house. If the Association desires to implement this benefit, the Association may designate a third party Administrator and shall determine among members of the bargaining unit how the costs for the same shall be apportioned.

20.4 POST-HIRING PHYSICAL EXAMINATION

The Board shall assume financial responsibility for any post-initial hiring physical examination required for employment by statute or Board action.

20.5 MILEAGE

Employees shall be paid mileage at the IRS established rate at the beginning of the first certified Employee attendance day established by the school calendar year for use of personal vehicles when no District vehicle is available for approved School District related business.

20.6 PAY PERIODS

- A. Paydays shall be every other Friday. All certified Employees shall be paid on the basis of twenty-six (26) equal installments per year. Beginning July 1, 2018, all newly hired nine-month ESP Employees will be paid per timesheet and will not be given the choice to be paid over 26 installments until the nine-month ESP employee reaches their fourth (4th) consecutive year of employment in the District when the 26 installment option can be chosen. Nine-month ESP employees who are eligible for health insurance have the twenty-six (26) pay option immediately upon employment. Currently employed nine-month ESP Employees will continue to have the 26 pay installment option. District payroll will be dispensed through electronic deposit.

- B. After the establishment of a school calendar, the Board shall schedule payroll dates for all Employees in such a manner as to ensure that all certificated staff receive a paycheck no later than the second Friday after the first Tuesday of the school year. The start of the school year is understood to be the first certificated Employee attendance day established by the school calendar.

20.7 PAYROLL DEDUCTIONS

A. Credit Union Deductions

Employees shall have the right to authorize deductions from their pay to be delivered to the Mercer County credit union provided such authorization is submitted to the District in writing of any given year. Authorization shall continue in effect until revoked. All credit union deductions shall be forwarded to the credit union within two (2) weeks of payroll deduction from Employee salary.

B. Tax-Sheltered Annuity Deductions

Employees shall have the right to authorize deductions from their pay to be delivered to the company of their designation from the school District's IRS approved list for tax-sheltered annuities, provided such authorization is submitted to the District in writing. Authorization shall continue in effect until revoked by the Employee in writing.

C. Payroll Deduction Changes

Employees shall have the right to change any authorized payroll deductions a maximum of three (3) times after initial designation per contract year with the exception of Association dues, provided there is reasonable time to make such changes.

D. Dues Deduction

The Board shall deduct from each Employee's pay the current dues of the Association. (See Article 5.3)

20.8 OTHER ESP PAY PROVISIONS

Any Bus Driver assigned to the mail and delivery duties shall receive an annual stipend of \$25.00 in his/her first June paycheck.

20.9 PAYMENT UPON SEVERANCE

Certificated Employees shall have, at their option, the right upon leaving the District to receive the balance of their salary within three (3) Business days of the date of departure, provided that said certificated Employee leaves the District under any of the following conditions:

- A. Within the time frame for resignation set out in the Illinois School Code; or
- B. With the approval of the Board when the above is not the case; or
- C. The termination is the result of any action by the Board.

20.10 SALARY SCHEDULES AND SALARY SCHEDULE ADVANCEMENT

A. Salary Schedules

Certificated Employee salary schedules are set forth in Appendix A, and ESP Employee salary schedules are set forth in Appendix B. All extra duty and extra-curricular stipends not set forth in the body of this Agreement shall be contained in Appendix C.

B. Employee Retirement Deductions

1. Certificated Employees

- a. From the salary schedules set forth in Appendix A and C, the Board shall deduct on behalf of each certificated Employee the full sum of the certificated Employee's gross income directly to the Teacher's Retirement System as a direct Board contribution to TRS. Such contribution shall be calculated by adding the certificated Employee's salary schedule salary and extra-duty salary (if any). Said amount shall be paid on behalf of the certificated Employee to TRS for the purpose of providing the certificated Employee with a tax-sheltered pension contribution consistent with Internal Revenue Service (IRS) tax rulings 414-H (2), 81-35 and 8-36.
- b. It is the intent of the parties by this Agreement to qualify these mandatory payments as employer payments under Section 414(h)(2) of the Internal Revenue Code. The certificated Employees have no right or claim to monies so remitted, except as it may subsequently become available upon retirement or resignation from TRS. No certificated Employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the Teacher's required contribution to the State of Illinois TRS is a condition of employment made in order to secure the certificated Employee's future services, knowledge and experience.
- c. The certificated Employees shall hold the Board harmless against tax liability or penalty arising out of a subsequent opinion or action by a body of competent jurisdiction which finds the above improper. In such case the amount of said

retirement benefit paid by the Board shall become gross income to the certificated Employee.

2. ESP Employees

From the salary schedules set forth in Appendix B and from all non-scheduled salaries, the Board shall deduct on behalf of each eligible ESP Employee the full sum of the ESP Employee's required contribution to the Illinois Municipal Retirement Fund (IMRF). It is the intent of the parties by this Agreement to qualify these mandatory payments as employer payments under Section 414(h)(2) of the Internal Revenue Code. The ESP Employees have no right or claim to monies so remitted, except as it may subsequently become available upon retirement or resignation. No ESP Employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the ESP Employee's required contribution to the IMRF is a condition of employment made in order to secure the ESP Employee's future services, knowledge and experience.

C. Certificated Employee Salary Schedule Advancement

Certificated Employees who earn graduate hour credit may be advanced on the salary schedule, provided the following requirements have been met:

1. The certificated Employee shall apply for course approval from the Superintendent prior to registration. The Superintendent may approve or disapprove the requested course based on its pertinence to the subjects taught or the overall value to the District.
2. Once approval for the course is given and the course is completed, the following conditions must be met prior to the certificated Employee receiving the appropriate salary schedule placement:
 - a. All hours must be earned at an accredited college or university.
 - b. The course must be satisfactorily completed with a grade of "C" or better.
 - c. An official transcript from the college or university demonstrating successful completion of the course must be on file in the District's Office.
3. Certificated Employees shall be advanced to the appropriately earned step on the salary schedule only at the beginning of the academic year or at the beginning of the second semester. The advancement in any given semester is dependent on the Employee filing the verifying documentation within thirty (30) days of the start of the semester.

D. Salary Bonuses

The District shall give a lump-sum bonus to all certified Employees and ESPs in the following manner.

1. Three lump sum payments of \$3,000 shall be given to each Certified Employee in the following manner. Returning Certified Employees employed during the 2021-22 school year shall receive a gross salary payment of \$3,000 in August of 2021. Newly hired Certified Employees shall receive the first \$3,000 payment in May of 2022. All Certified Employees shall receive the second \$3,000 payment in May of 2023. All Certified Employees shall receive a third \$3,000 payment in May of 2024.

2. All certified employees in the retirement loop get \$3,000 per year to be placed in a 403b. The district will provide 403b information and it is the responsibility of the employee to get the paperwork into the unit office so that the money may be placed in the 403b account. The employee will set up the account with the 403b company and then give the account information to the business manager.

Non-elective 403(b) Employer Contribution for teachers in the district's 6% retirement program.

- a) The Employee will receive a non-elective employer contribution to his/her 403(b) in an amount equal to the agreed upon stipend amount. Employee's final year's salary, if the Employee provided four (4) years notice of retirement.
- b) Such contribution will be in the form of a non-elective, post-retirement, employer contribution on behalf of the Employee to a 403(b) eligible product as described in Section 403(b) of the Internal Revenue Code ("Code"), in accordance with the District's 403(b) Plan, if offered. The Employee has not had and shall not have the option to receive cash or any other form of compensation or benefit in lieu of this non-elective, post-retirement, contribution and such contribution shall not become due and payable until sixty (60) days have passed following the Employee's receipt of his/her final paycheck for regular earnings and his/her last day of service in the District. This contribution is not intended to constitute creditable earnings for the purpose of reporting to the Teachers' Retirement System. The contribution will be made in lump sum. However, if the total contribution cannot be made in one lump sum within the timeframe set forth above due to contribution limitations set forth under Code Section 403(b) and the regulations promulgated thereunder, the remaining contribution amount shall be contributed by the District in a second lump sum in the next available tax year following the Employee's retirement to the extent permitted by the Code and applicable rules and regulations governing such contributions and the Board's 403(b) Plan.
- c) It is understood that the non-elective employer contribution outlined in this paragraph will be made only to the extent permitted by the contribution limitations set forth under Code Section 403(b) and the regulations promulgated thereunder as well as the District's 403(b) Plan, if offered, and the terms and limitations set forth in this Agreement; any amount not allowed to be contributed to the Employee's 403(b) due to any such conditions or limitations shall be forfeited to the Board. It is also understood that such

contribution will only be made if the Employee continues to provide services as a Teacher to the District up to and through the retirement date set forth in the Employee's original irrevocable notice of retirement referenced in Section 21.2 C.

3. Twelve-month (full-time, full-year) ESPs shall receive an eight-hundred dollar (\$800) gross salary payment in each year of the labor agreement (i.e., \$800 in the 2021-22 school year, \$800 in the 2022-23 school year and \$800 in the 2023-24 school year). ESPs who have worked four (4) years shall receive the first payment in August of 2021 while ESPs with 0-3 years of experience shall receive the first payment in May of 2022. All ESPs will receive the second payment in May of 2023 and the third payment in May of 2024.

4. ESPs who work 174 to 215 days, 4 to 8 hours per day shall receive a six-hundred dollar (\$600) gross salary payment in each year of the labor agreement (i.e., \$600 in the 2021-22 school year, \$600 in the 2022-23 school year and \$600 in the 2023-24 school year). ESPs who have worked four (4) years shall receive the first payment in August of 2021 while ESPs with 0-3 years of experience shall receive the first payment in May of 2022. All ESPs will receive the second payment in May of 2023 and the third payment in May of 2024.

5. ESP Employees who work less than 4 hours per day shall receive a two-hundred dollar (\$200) gross salary payment in each year of the labor agreement (i.e., \$200 in the 2021-22 school year, \$200 in the 2022-23 school year and \$200 in the 2023-24 school year). ESPs who have worked four (4) years shall receive the first payment in August of 2021 while ESPs with 0-3 years of experience shall receive the first payment in May of 2022. All ESPs will receive the second payment in May of 2023 and the third payment in May of 2024.

20.11 TUITION REIMBURSEMENT

Certificated Employees who earn graduate hour credit may apply for tuition reimbursement from their board established Professional Development Account provided the following requirements have been met:

- A. The certificated Employee shall apply for course approval from the Superintendent prior to enrollment in the course. The Superintendent may approve or disapprove the requested course based on its pertinence to the subjects taught or the overall value to the District. Tuition reimbursement will be made available for administrative courses.
- B. Once approval for the course is given, the following conditions must be met prior to the certificated Employee receiving payment for tuition:
 - 1. All hours must be earned at an accredited college or university.
 - 2. The coursework must be satisfactorily completed with a grade of "C" or better.

1. An official transcript from the college or university demonstrating successful completion of the course must be on file in the District Office.
 2. A receipt from the college or university or a copy of the cancelled check verifying the amount and payment of course tuition (this should not include book fees, interest, etc.) must be on file in the District office.
- C. Tuition reimbursement shall be paid as a monthly voucher with the necessary documentation within thirty (30) days of receipt in the Business office. Required documentation from the Employee includes demonstration of successful completion of the coursework.
- D. The Board, at its own discretion, may choose to pay a Teacher's full college tuition and textbook fees that are required to earn special education certification.

20.12 REIMBURSEMENTS

Reimbursements shall be paid within ten (10) days of Board approval.

20.13 COMPUTER PURCHASE THROUGH PAYROLL DEDUCTION

- A. The Board shall continue with the current computer purchase assistance for certificated Employees, the object of which is to provide loans to certificated Employees in order to assist them in the purchase of personal computers. The terms of the assistance program shall require any certificated Employee electing to participate in the program to execute a contract to repay the loan. The form and terms of the contract shall be at the discretion of the Board. There shall be a thirty-thousand dollar (\$30,000) per year District-wide limit to the loan pool and a loan limit of one-thousand five-hundred dollars (\$1,500) per person.
- B. The Board shall continue with the current computer purchase assistance for ESP Employees who work thirty-six (36) hours per week and whose position requires the regular use of computers, the object of which is to provide loans to ESP Employees in order to assist them in the purchase of personal computers. The terms of the assistance program shall require any ESP Employee electing to participate in the program to execute a contract to repay the loan. The form and terms of the contract shall be at the discretion of the Board. There shall be a six-thousand dollar (\$6,000) per year District-wide limit to the loan pool and a loan limit of one-thousand five-hundred dollars (\$1,500) per person.

20.14 EMPLOYMENT OF RETIRED TEACHERS

Retired teachers who are hired as regular employees to fill hard-to-find vacancies as specified by TRS and ISBE, shall be placed on the salary scale in the BA column at step J and shall not advance in lanes or columns.

ARTICLE 21: EMPLOYEE RETIREMENT

21.1 RETIREMENT

A. Certificated

1. Any certificated Employee who chooses to retire from teaching and who is eligible for benefits under the Illinois Teachers' Retirement System shall be paid at a rate of forty-five dollars (\$45) for each unused accumulated sick day not usable for purposes of the retirement formula credit (i.e. 170 accumulated sick days = 1 year) provided the certificated Employee notifies the Superintendent or his/her designee in writing no later than September 1 of the certificated Employee's last year of employment. Accumulated sick leave days shall be those sick leave days which the certificated Employee has accumulated prior to his/her last day of teaching with the District.
2. One single payment for accumulated unused sick leave days shall be made following the last regular paycheck and will not be TRS creditable income.

B. ESP

To recognize the contributions of those ESP Employees who are one-half (1/2) time or more, who have provided long and effective service to the students of the District, the Board agrees to add, during the year of their retirement, the following amounts to the salary of each ESP Employee who qualifies:

1. With fifteen (15) years in the District, one-thousand dollars (\$1,000) shall be added to the salary of the ESP Employee in a manner to legally maximize IMRF benefits.
2. With twenty (20) years' service at the District, two-thousand dollars (\$2,000) shall be added to the salary of the ESP Employee in a manner to legally maximize IMRF benefits.
3. With twenty-five (25) years' service at the District, three-thousand (\$3,000) shall be added to the salary of the ESP Employee in a manner to legally maximize IMRF benefits.
4. To be eligible, the Employee must have reached age 55, be eligible for IMRF retirement, and submitted to the Superintendent a letter of resignation for reasons of retirement.
5. The ESP Employee must notify the Superintendent in writing no later than September 1 of the ESP Employee's last year of employment. The retiring ESP Employee must finish the entire school year to receive the retirement benefit.

21.2 EARLY RETIREMENT INCENTIVE PROGRAM - CERTIFICATED EMPLOYEES

- A. Certified employees who have served at least 15 years with the District and elect to retire from the District may participate in the District's Early Retirement Program provided they create no TRS Early Retirement Option penalty and/or 6% cap penalty.
- B. If an eligible certified employee gives the District an irrevocable notice of retirement and an individual TRS report verifying the employee's then known creditable service, creditable earnings and accumulated sick leave days by September 1st of any year up to four (4) years prior to the year of retirement, the District shall pay him/her a six percent (6%) retirement incentive, based upon the previous year's creditable earnings, for each of his/her remaining years of service not to exceed four (4) years provided the employee create no TRS Early Retirement Option penalty and/or 6% cap penalty.
- C. To be eligible to choose any of the following Plans, a Teacher must:
1. Have at least fifteen (15) years of full-time creditable TRS service within the District by the last day of service in the District;
- AND
2. Be at least fifty-five (55) years of age with thirty-five (35) total years of creditable TRS service by the last day of service in the District;
- OR
3. Be at least sixty (60) years of age by the last day of service in the District.
- D. TRS creditable earnings is defined by TRS rules and regulations.
- E. Eligibility requirements are for the year the retirement becomes effective, not the year the retirement letter is submitted.
- F. If eligible, the employee shall not be paid in accordance with the regular salary schedule, but instead shall be moved "off schedule" and receive a salary increase of six percent (6%) over the employee's prior year's total TRS non-exempt creditable earnings for a period of up to a maximum of four (4) years (i.e., three-year notice, 6% for three years, two-year notice, 6% for two years, one year notice, 6% for one year)
1. The employee must continue to perform all extra duties that are used in determining the prior year's TRS non-exempt creditable earnings in the years in which program benefits are received. An employee who does not perform such extra duties shall have his or her compensation reduced accordingly.
 2. An employee under this retirement program will not be able to earn more than six percent (6%) over the prior year's TRS non-exempt creditable earning. Examples of such earning are included but not limited to: internal subbing, wages for tutoring, summer

school/Intersession, bonuses, Teacher night events, student supervisory duties or National Teacher Certification.

21.3 EARLY RETIREMENT PLANS

A. Retirement Plans/Options for 2021-2024

1. One Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to September 1, 2021 stating that he/she shall retire at the end of the 2021-2022 school year, the Teacher will be removed from the salary schedule and for that final year of employment the Teacher's TRS creditable earnings shall be increased by six percent (6%) over the Teacher's TRS creditable earnings for the 2020-2021 (prior) year of employment.

Example: A Teacher gives his/her irrevocable letter of retirement prior to September 1, 2021, stating he/she will retire by June 30, 2022. The Teacher's TRS creditable earnings for the 2020-2021 school year were \$40,000.00. The Teacher's TRS creditable earnings for the 2021-2022 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$).

2. Two Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to September 1, 2021, two (2) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final two (2) years of employment the Teacher's TRS creditable earnings shall be increased by six percent (6%) over the Teacher's TRS creditable earnings for the prior years of employment respectively.

Example: A Teacher gives his/her irrevocable letter of retirement prior to September 1, 2021, stating he/she will retire by June 30, 2023. The Teacher's TRS creditable earnings for the 2020-2021 school year were \$40,000.00. The Teacher's TRS creditable earnings for the 2021-2022 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The Teacher's TRS creditable earnings for the 2022-2023 school year will be \$44,944.00 (i.e., $\$42,400.00 \times 1.06 = \$44,944.00$).

3. Three Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to September 1, 2021, three (3) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final three (3) years of employment the Teacher's TRS creditable earnings shall be increased by six percent (6%) over the Teacher's TRS creditable earnings for the prior years of employment respectively.

Example: A Teacher gives his/her irrevocable letter of retirement prior to September 1, 2021, stating he/she will retire by June 30, 2024. The Teacher's TRS creditable earnings for the 2020-2021 school year were \$40,000.00. The Teacher's TRS creditable earnings for the 2021-2022 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The Teacher's TRS creditable earnings for the 2022-2023 school year will be \$44,944.00 (i.e., $\$42,400.00 \times 1.06 = \$44,944.00$). The Teacher's TRS creditable earnings for the 2023-2024 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$).

4. Four Year Plan

If an eligible Teacher gives the Board an irrevocable letter of retirement prior to September 1, 2021, four (4) years prior to the year of retirement, the Teacher will be removed from the salary schedule and for the final four (4) years of employment the Teacher's TRS creditable earnings shall be increased by six percent (6%) over the Teacher's TRS creditable earnings for the prior years of employment respectively.

Example: A Teacher gives his/her irrevocable letter of retirement prior to September 1, 2021, stating he/she will retire by June 30, 2025. The Teacher's TRS creditable earnings for the 2020-2021 school year were \$40,000.00. The Teacher's TRS creditable earnings for the 2021-2022 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$). The Teacher's TRS creditable earnings for the 2022-2023 school year will be \$44,944.00 (i.e., $\$42,400.00 \times 1.06 = \$44,944.00$). The Teacher's TRS creditable earnings for the

2023-2024 school year will be \$47,640.64 (i.e., $\$44,944.00 \times 1.06 = \$47,640.64$). The Teacher's TRS creditable earnings for the 2024-2025 school year will be \$50,499.78 (i.e., $\$47,640.64 \times 1.06 = \$50,499.78$).

B. Miscellaneous

1. If after submitting an irrevocable letter of retirement, the Teacher resigns from or is removed for cause from duties for which the Teacher was compensated the previous year (i.e., Appendix B, extended contract and/or stipends); the Teacher's TRS creditable earnings will be immediately adjusted accordingly.

Example: The Teacher's TRS creditable earnings from the 2020-2021 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2020-2021. Under the Teacher's retirement plan, he/she would be scheduled to receive \$45,580.00 TRS creditable earnings for the 2021-2022 school year (i.e., $\$43,000.00 \times 1.06 = \$45,580.00$). However, the Teacher resigns from his/her coaching position before the start of the 2021-2022 school year. The Teacher's TRS creditable earnings for the 2021-2022 school year will be \$42,400.00 (i.e., $\$40,000.00 \times 1.06 = \$42,400.00$) rather than \$45,580.00.

2. The Board has the right to limit the number of employees who begin to receive the 6% salary enhancement benefit to five (5) employees in one school year. Employees shall be selected in order of seniority in such cases. Employees whose retirement is deferred by the Board shall have first priority the next year following their deferral regardless of their seniority.
3. The Board, in its sole discretion, may allow the Teacher to rescind his/her letter or retirement because of serious illness or life changing circumstances, provided the Teacher returns to the Board any TRS creditable earnings paid to the Teacher in excess of the amount the Teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

21.4 MEDICAL INSURANCE AFTER RETIREMENT

ESP Employees may continue as members of the District group insurance program as prescribed by IMRF and School Code regulations and guidelines. Certified retirees, spouses and/or dependents are not eligible to be members of the District group insurance program.

ARTICLE 22: VACATIONS

22.1 VACATION DAYS

- A. Full-time, full-year ESP Employees shall receive paid vacation time. Requests for vacation shall be made in writing and submitted to the building Principal at least two (2) weeks in advance. Every effort shall be made to accommodate the requests of the ESP Employee and the needs of the District in establishing vacation dates.
- B. In the event that two ESP Employees' vacation requests conflict, the ESP Employee who first made application for the date shall be granted his/her preferred vacation date(s) in a manner consistent with Article 22.1A. In the case of a tie on the date of the vacation application, the ESP Employee having the greatest seniority shall be granted his/her preferred choice(s).
- C. If after submitting two alternate vacation requests, the denial of vacation requests causes the ESP Employee to lose vacation days, the ESP Employee will be paid in lieu of the lost vacation days in addition to his/her regular salary.

22.2 FULL-TIME, FULL-YEAR ESP EMPLOYEES

Vacation provisions are applicable to full-time, full-year ESP Employees.

22.3 ACCUMULATED VACATION DAYS AND ANNUAL ALLOTMENT

- A. Vacation days should be used in the year following the fiscal year earned. Unused vacation time may not be accumulated from year-to-year. Upon termination of at least one year of

employment with the School District, an ESP Employee shall be paid for all unused vacation time if the ESP Employee's employment was terminated by an action of the Board of Education, or by a two week written notice from the ESP Employee, provided, however, that no ESP Employee whose employment is terminated as a result of his/her gross misconduct shall be entitled to payment for any unused vacation time.

B. Annual vacation days shall be calculated from the beginning of employment and awarded each July 1.

1. ESP Employees who have completed less than twelve (12) months service on July 1 shall receive vacation on a pro-rata basis rounded off to the nearest one-half (1/2) day.
2. An ESP Employee in his/her first (1st) full year through tenth (10th) full year of employment calculated from July 1 through June 30 will be credited with 10 days per year.
3. After an ESP Employee's eleventh (11th) full year of employment calculated from July 1 through June 30 he or she will be credited with 15 days per year.

22.4 VACATION PROCEDURES

- A. Scheduling of vacation shall be approved by the Superintendent or his or her designee.
- B. ESP Employees should take a continuous vacation of at least one (1) week during each fiscal year.

ARTICLE 23: NO STRIKE PROVISION

During the term of this Agreement, no Employee covered by this Agreement or the Association, will engage in, authorize or instigate a strike of this bargaining unit.

ARTICLE 24: EFFECT OF AGREEMENT

24.1 INDIVIDUAL CONTRACTS

The terms and conditions of the Agreement shall be reflected in individual contracts or employment agreements.

24.2 SAVINGS CLAUSE

Should a court of competent jurisdiction declare any article, section, or clause of this Agreement illegal, then that article, section, or clause shall be deleted from this Agreement to the extent that it

violates the law. The remaining articles, sections, or clauses shall be continued in full force and effect.

24.3 WAIVER OF ADDITIONAL BARGAINING

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter (except as otherwise specifically provided herein) even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

24.4 ADDITIONAL NEGOTIATION TERMS

All tentative agreed items take effect upon ratification. All other items return to current contract language.

ARTICLE 25: DURATION

This agreement shall be in full force and effect from the 1st day of July 2021 and shall continue in effect until and including the last day preceding the 1st day of the 2023-2024 school year.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By: _____ By: _____
President President

By: _____ By: _____
Secretary Secretary

By: _____ By: _____
Negotiations Chair Negotiations Chair

Date

APPENDIX A

CERTIFIED EMPLOYEE SALARY SCHEDULE										
2021-2022										
	750	750	750	750	1500	1500	750	750	750	1500
1000										
	B	B+8	B+16	B+24	B+42	M	M+8	M+16	M+24	M+32
A	39200	39950	40700	41450	42950	42950	43700	44450	45200	46700
B	39950	40700	41450	42200	43700	43700	44450	45200	45950	47450
C	40700	41450	42200	42950	44450	44450	45200	45950	46700	48200
D	41450	42200	42950	43700	45200	45200	45950	46700	47450	48950
E	42200	42950	43700	44450	45950	45950	46700	47450	48200	49700
F	42950	43700	44450	45200	46700	46700	47450	48200	48950	50450
G	43700	44450	45200	45950	47450	47450	48200	48950	49700	51200
H	44450	45200	45950	46700	48200	48200	48950	49700	50450	51950
I	45350	46100	46850	47600	49100	49100	49850	50600	51350	52850
J	46250	47000	47750	48500	50000	50000	50750	51500	52250	53750
K	47150	47900	48650	49400	50900	50900	51650	52400	53150	54650
L	48050	48800	49550	50300	51800	51800	52550	53300	54050	55550
M	48950	49700	50450	51200	52700	52700	53450	54200	54950	56450
N	49850	50600	51350	52100	53600	53600	54350	55100	55850	57350
O	50750	51500	52250	53000	54500	54500	55250	56000	56750	58250
P	51650	52400	53150	53900	55400	55400	56150	56900	57650	59150
Q	52550	53300	54050	54800	56300	56300	57050	57800	58550	60050
R	53450	54200	54950	55700	57200	57200	57950	58700	59450	60950
S	54350	55100	55850	56600	58100	58100	58850	59600	60350	61850
T	55250	56000	56750	57500	59000	59000	59750	60500	61250	62750
U	56150	56900	57650	58400	59900	59900	60650	61400	62150	63650
V	57050	57800	58550	59300	60800	60800	61550	62300	63050	64550
W	57950	58700	59450	60200	61700	61700	62450	63200	63950	65450
X	58850	59600	60350	61100	62600	62600	63350	64100	64850	66350
Y	59750	60500	61250	62000	63500	63500	64250	65000	65750	67250
Z	60650	61400	62150	62900	64400	64400	65150	65900	66650	68150
AA	61550	62300	63050	63800	65300	65300	66050	66800	67550	69050
BB	62450	63200	63950	64700	66200	66200	66950	67700	68450	69950
CC	63350	64100	64850	65600	67100	67100	67850	68600	69350	70850
DD	64250	65000	65750	66500	68000	68000	68750	69500	70250	71750
EE	65150	65900	66650	67400	68900	68900	69650	70400	71150	72650
FF	66050	66800	67550	68300	69800	69800	70550	71300	72050	73550
GG	66950	67700	68450	69200	70700	70700	71450	72200	72950	74450
HH	67850	68600	69350	70100	71600	71600	72350	73100	73850	75350
II	68750	69500	70250	71000	72500	72500	73250	74000	74750	76250

CERTIFIED EMPLOYEE SALARY SCHEDULE										
2022-2023										
	750	750	750	750	1500	1500	750	750	750	1500
1000										
	B	B+8	B+16	B+24	B+42	M	M+8	M+16	M+24	M+32
A	40200	40950	41700	42450	43950	43950	44700	45450	46200	47700
B	40950	41700	42450	43200	44700	44700	45450	46200	46950	48450
C	41700	42450	43200	43950	45450	45450	46200	46950	47700	49200
D	42450	43200	43950	44700	46200	46200	46950	47700	48450	49950
E	43200	43950	44700	45450	46950	46950	47700	48450	49200	50700
F	43950	44700	45450	46200	47700	47700	48450	49200	49950	51450
G	44700	45450	46200	46950	48450	48450	49200	49950	50700	52200
H	45450	46200	46950	47700	49200	49200	49950	50700	51450	52950
I	46350	47100	47850	48600	50100	50100	50850	51600	52350	53850
J	47250	48000	48750	49500	51000	51000	51750	52500	53250	54750
K	48150	48900	49650	50400	51900	51900	52650	53400	54150	55650
L	49050	49800	50550	51300	52800	52800	53550	54300	55050	56550
M	49950	50700	51450	52200	53700	53700	54450	55200	55950	57450
N	50850	51600	52350	53100	54600	54600	55350	56100	56850	58350
O	51750	52500	53250	54000	55500	55500	56250	57000	57750	59250
P	52650	53400	54150	54900	56400	56400	57150	57900	58650	60150
Q	53550	54300	55050	55800	57300	57300	58050	58800	59550	61050
R	54450	55200	55950	56700	58200	58200	58950	59700	60450	61950
S	55350	56100	56850	57600	59100	59100	59850	60600	61350	62850
T	56250	57000	57750	58500	60000	60000	60750	61500	62250	63750
U	57150	57900	58650	59400	60900	60900	61650	62400	63150	64650
V	58050	58800	59550	60300	61800	61800	62550	63300	64050	65550
W	58950	59700	60450	61200	62700	62700	63450	64200	64950	66450
X	59850	60600	61350	62100	63600	63600	64350	65100	65850	67350
Y	60750	61500	62250	63000	64500	64500	65250	66000	66750	68250
Z	61650	62400	63150	63900	65400	65400	66150	66900	67650	69150
AA	62550	63300	64050	64800	66300	66300	67050	67800	68550	70050
BB	63450	64200	64950	65700	67200	67200	67950	68700	69450	70950
CC	64350	65100	65850	66600	68100	68100	68850	69600	70350	71850
DD	65250	66000	66750	67500	69000	69000	69750	70500	71250	72750
EE	66150	66900	67650	68400	69900	69900	70650	71400	72150	73650
FF	67050	67800	68550	69300	70800	70800	71550	72300	73050	74550
GG	67950	68700	69450	70200	71700	71700	72450	73200	73950	75450
HH	68850	69600	70350	71100	72600	72600	73350	74100	74850	76350
II	69750	70500	71250	72000	73500	73500	74250	75000	75750	77250

CERTIFIED EMPLOYEE SALARY SCHEDULE										
2023-2024										
	750	750	750	750	1500	1500	750	750	750	1500
1000										
	B	B+8	B+16	B+24	B+42	M	M+8	M+16	M+24	M+32
A	41200	41950	42700	43450	44950	44950	45700	46450	47200	48700
B	41950	42700	43450	44200	45700	45700	46450	47200	47950	49450
C	42700	43450	44200	44950	46450	46450	47200	47950	48700	50200
D	43450	44200	44950	45700	47200	47200	47950	48700	49450	50950
E	44200	44950	45700	46450	47950	47950	48700	49450	50200	51700
F	44950	45700	46450	47200	48700	48700	49450	50200	50950	52450
G	45700	46450	47200	47950	49450	49450	50200	50950	51700	53200
H	46450	47200	47950	48700	50200	50200	50950	51700	52450	53950
I	47350	48100	48850	49600	51100	51100	51850	52600	53350	54850
J	48250	49000	49750	50500	52000	52000	52750	53500	54250	55750
K	49150	49900	50650	51400	52900	52900	53650	54400	55150	56650
L	50050	50800	51550	52300	53800	53800	54550	55300	56050	57550
M	50950	51700	52450	53200	54700	54700	55450	56200	56950	58450
N	51850	52600	53350	54100	55600	55600	56350	57100	57850	59350
O	52750	53500	54250	55000	56500	56500	57250	58000	58750	60250
P	53650	54400	55150	55900	57400	57400	58150	58900	59650	61150
Q	54550	55300	56050	56800	58300	58300	59050	59800	60550	62050
R	55450	56200	56950	57700	59200	59200	59950	60700	61450	62950
S	56350	57100	57850	58600	60100	60100	60850	61600	62350	63850
T	57250	58000	58750	59500	61000	61000	61750	62500	63250	64750
U	58150	58900	59650	60400	61900	61900	62650	63400	64150	65650
V	59050	59800	60550	61300	62800	62800	63550	64300	65050	66550
W	59950	60700	61450	62200	63700	63700	64450	65200	65950	67450
X	60850	61600	62350	63100	64600	64600	65350	66100	66850	68350
Y	61750	62500	63250	64000	65500	65500	66250	67000	67750	69250
Z	62650	63400	64150	64900	66400	66400	67150	67900	68650	70150
AA	63550	64300	65050	65800	67300	67300	68050	68800	69550	71050
BB	64450	65200	65950	66700	68200	68200	68950	69700	70450	71950
CC	65350	66100	66850	67600	69100	69100	69850	70600	71350	72850
DD	66250	67000	67750	68500	70000	70000	70750	71500	72250	73750
EE	67150	67900	68650	69400	70900	70900	71650	72400	73150	74650
FF	68050	68800	69550	70300	71800	71800	72550	73300	74050	75550
GG	68950	69700	70450	71200	72700	72700	73450	74200	74950	76450
HH	69850	70600	71350	72100	73600	73600	74350	75100	75850	77350
II	70750	71500	72250	73000	74500	74500	75250	76000	76750	78250

APPENDIX B
NON-CERTIFIED POSITIONS ENTRY LEVEL

	2021-2022	2022-2023	2023-2024
Head Cook	14.15	15.15	16.15
Assistant Cook	13.35	14.35	15.35
Custodian	13.35	14.35	15.35
Secretary	13.80	14.80	15.80
Secretary - HS Registrar	13.80	14.80	15.80
Secretary - HS Comp/Books	13.80	14.80	15.80
Office Clerk	13.35	14.35	15.35
Library Instructional Aide	13.35	14.35	15.35
Instructional Aide	13.35	14.35	15.35
Supervisor	13.35	14.35	15.35
Head Mechanic	23.65	24.65	25.65
Assistant Mechanic	19.65	20.65	21.65
Maintenance Mechanic	19.15	20.15	21.15
Health Aide	25.15	26.15	27.15
Entry Level Bus Driver	19.00	19.50	20.00
Activity Routes	24.15	25.15	26.15
Extra-Curricular/Field Trips	14.05	15.05	16.05
Sp. Ed. Driver/Aide	13.35	14.35	15.35
Layover	13.35	14.35	15.35
Overnight Stipend	\$73.65	\$74.65	75.65

After the Administration determines a new Employee's prior work experience to be recognized by the District, the new Employee shall be paid commensurate with current Employees who have similar experience as practicable.

NON-CERTIFIED POSITIONS "OFF SCHEDULE"

ESP Employees paid "off schedule" are defined as anyone employed in or before the previous school year.

ESP Employees paid "off schedule" shall receive an increase as bargained of \$1.00 for 2021-2022 school year; \$1.00 for 2022-2023 school year; \$1.00 for 2023-2024 school year.

Longevity pay increases to ESPs in the following manner.

- 3-5 years of experience – 25 cents per hour increase
- 6-9 years of experience – 50 cents per hour increase
- 10+ years of experience – 75 cents per hour increase

APPENDIX C

Extra-Curricular Assignments

- A. Certificated Employees who assume such assignments shall be paid at a percentage of the scheduled base salary as indicated on the extra-curricular assignment schedule and may elect to receive their entire extra-duty pay in one (1) payment following the end of the season or in two (2) payments with the first payment midway through the season and the second payment at the end of the season. If no election is made by a non-seasonal coach or sponsor, the stipend will be paid following the District's regular pay cycle for that non-seasonal coach or sponsor.
- B. Certificated Employees within the District shall have an automatic right to make timely application for extra-curricular jobs which are vacant.
- C. Positions may be shared if Teachers agree to split the stipend. If one of the Teachers resigns from a shared position, the other Teacher will be paid the full stipend.
- D. Coaches and sponsors who obtain a Commercial Driver's License (CDL) with a passenger endorsement will be paid a stipend of \$30 per round trip when transporting their own teams using a yellow school Bus. Coaches will be paid as a normal Driver for events they aren't employed as a sponsor or coach.
- E. Years of experience will be based on an individual's coaching experience at the junior high and senior high levels, and previous experience must be in the same activity.
- F. When determining the pay of new coaches to the District, consideration will be given to previous coaching experience at the junior high and senior high levels in other schools. Credit will not be given for community and travel team coaching experience.
- G. Extension of Season: Any Coach that extends their season beyond final week of play will receive a \$250 bonus per week their season extends.

Season End Dates:

Football Week 9
Cross Country Regionals Week
Volleyball Regionals Week
Basketball Regionals Week

Wrestling Regionals Week
Baseball Regionals Week
Softball Regionals Week
Track Sectionals Week

Categories								
Years of Experience	A	B	C	D	E	F	G	H
1-7	\$5,800	\$4,800	\$3,900	\$2,900	\$2,400	\$1,100	\$800	\$600
8-10	\$6,000	\$5,000	\$4,100	\$3,100	\$2,600	\$1,300	\$1,000	\$800
10+	\$6,200	\$5,200	\$4,300	\$3,300	\$2,800	\$1,500	\$1,200	\$1,000

Extra Duty Categories

* Note: “G&B” means Girls and Boys

A:

HS Football Head Coach
 HS Basketball Head Coach – G&B
 HS Volleyball Head Coach
 HS Softball Head Coach
 HS Baseball Head Coach
 HS Wrestling Head Coach
 HS Track Head Coach – G&B
 Drama (fall 28%, winter 28%, musical 44%)

B:

HS Cross Country – Head Coach
 Yearbook Sponsor

C:

HS Golf Head Coach – G&B
 HS Football Assistant Coach (5)
 HS Basketball Assistant Coach (2) – G&B
 HS Wrestling Assistant Coach
 HS Volleyball Assistant Coach (2)
 HS Track Assistant Coach – G&B
 HS Baseball Assistant Coach (2)
 HS Softball Assistant Coach (2)
 JV Soccer (2)

D:

JH 8th Grade Football Coach
 JH 8th Grade Basketball Coach - G&B
 JH 8th Grade Volleyball Coach

JH Wrestling Coach

JH Head Track Coach – G&B
 Strength & Conditioning
 HS Cross Country Assistant Coach
 Strength & Conditioning (1 stipend per semester)

E:

JH Football Assistant Coach (3)
 JH Track Assistant Coach (2)
 JH Assistant Wrestling Coach
 JH 7th Grade Basketball Coach - G&B
 JH 7th Grade Volleyball Coach
 Instructional Leader
 Courtyard Caretaker

F:

Junior High Play
 Cheerleading sponsor – Basketball
 Cheerleading sponsor – Football
 Scholastic Team Sponsor
 All school Senate
 NHS
 BLT
 STEM (2)
 Future Homemakers

G:

JH Cheerleading sponsor - Basketball
 Dance Sponsor Basketball

Dance Sponsor Football
Tiger Leaders (SADD)
JH Scholastic Team Sponsor
Junior Class Sponsor

Foreign Language Sponsor (2)
STV (2)
JH Student Council
Musical Choreography
Musical Accompanist
Varsity Club Sponsor
NHS Assistant

H:

JH Cheerleading sponsor – Football
HS Class Sponsor (3)
Pep Club
Red Cross
GSA
Art Club

After School/Saturday Study Hall	Internal Sub Rate
Summer School/intersession	Internal Sub Rate
After School Detention	Internal Sub Rate
New Class Curriculum Writing	*Internal Sub Rate

* A plan for the number of hours must be approved by the principal in advance of the work being done.