# MASTER AGREEMENT

between

**BOARD OF EDUCATION**
**CICERO SCHOOL DISTRICT 99**
**Cook County, Illinois**

and

**CICERO COUNCIL UNION – TEACHERS UNIT**
**WEST SUBURBAN TEACHERS UNION**
**Local 571, American Federation of Teachers**

July 1, 2021 - June 30,2022

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# AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2021, by and between the BOARD OF EDUCATION, SCHOOL DISTRICT NO. 99 COOK COUNTY, ILLINOIS, (hereinafter referred to as the "BOARD") and the CICERO COUNCIL OF THE WEST SUBURBAN TEACHERS UNION, LOCAL NO. 571, AMERICAN FEDERATION OF TEACHERS (hereinafter referred to as the "UNION"):

## WITNESSETH

The BOARD and the UNION agree as follows:

## I. RECOGNITION

A. Recognition

The BOARD recognizes the UNION as the sole and exclusive bargaining agent with respect to wages, hours, terms and conditions of employment for all licensed employees of the BOARD, except for central office administrators, building administrators, and all managerial, supervisory, confidential, and short-term employees, as defined by the Illinois Educational Labor Relations Act, as amended. The BOARD and the UNION recognize their common responsibility to provide high quality education for children of this school district and to endeavor and maintain high morale within the teaching staff.

## II. TERMS OF AGREEMENT

A. This Agreement is effective commencing on the first day of July, 2021, and terminates on June 30, 2022.

B. The provisions of this Agreement relating to wages, including longevity, extra duty and extra-curricular pay rates (Exhibit B), and health insurance (Article XII, Section A), are in effect for the years of this contract.

C. The UNION may submit a negotiation proposal for a successor-contract not earlier than January 15, 2022, to the President, Secretary and Superintendent of the District by personal delivery or first-class mail. The BOARD shall set up a preliminary negotiations meeting with the UNION thirty (30) days from date of receipt of such letter and shall provide the UNION with copies of the BOARD's proposals at such preliminary meetings.

D. If a new agreement for the subsequent school term has not been reached between the BOARD and the UNION by June 15, 2022, negotiations shall be suspended at the request of either party until August 15, 2022.

## III. GENERAL PROVISIONS

A. The BOARD recognizes the right of its Teachers to participate in UNION activities as provided herein. The UNION recognizes that such participation is in addition to the Teachers' duties and responsibilities to the BOARD. Except as provided in this Agreement, the BOARD will not lend its support to UNION activities nor will it compensate the Teachers or the UNION for participation in such activities. The UNION will not conduct professional meetings in conflict with the regularly scheduled school day or other scheduled school activities.

B. On or before October 15th, the UNION shall provide the BOARD with a list of those Teachers who have authorized payroll deduction of UNION membership dues for the current school year. The BOARD shall deduct UNION membership dues from such Teacher's salary. Such deductions will begin on the second pay period in October and will be made on a continuing basis for fifteen (15) consecutive pay periods. Written dues deduction authorizations shall continue in effect from year to year unless terminated by written notification to the UNION and the BOARD prior to September 15, of any school year or upon termination of employment with the District.

C. The BOARD shall transmit to such person as the UNION has in writing, designated to the BOARD all funds deducted from Teachers' salaries as UNION membership dues. Such payments will be made in the usual course of such business by the BOARD as soon as possible after such deductions are made. The BOARD assumes no responsibility with regard to such payments or the application thereof except as provided in this Agreement. The UNION hereby agrees to hold the BOARD harmless from any and all claims for funds that it pays over to the UNION or its representative hereunder.

D. Fair Share Provisions

1. The provisions of this Article apply only to employees covered by the Agreement who are hired after August 23, 1990 and to employees who are UNION members as of the effective date of this Agreement, but who subsequently resign from the UNION. The Provisions of this Article do not apply to employees who are not UNION members as of the effective date of this Agreement. Employees covered by this Article shall be referred to below as "covered non-members."

2. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the "covered non-member" employees and remitted to the UNION, provided, however, that the UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.

3. The BOARD shall cooperate with the UNION to ascertain the names of all employee "covered non-members" of the UNION from whose earnings the fair share payments shall be deducted, their work locations and available space to post a notice concerning fair share.

4. The UNION shall cause to be posted a notice concerning the fair share fee information required or permitted by the Educational Labor Relations Act and Board rule.

5. Upon adoption of a UNION internal appeal procedure, the UNION shall supply the BOARD with copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.

6. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the UNION and the BOARD, hereby agree to comply with Labor Board rules. The BOARD shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the UNION and the objector(s).

7. The UNION shall indemnify and hold harmless the BOARD, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

8. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on these matters immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

E. Union's Rights to Use School Facilities

1. The UNION may use school buildings for meetings of its officers and members provided that such meetings do not conflict with the regularly scheduled school day or any other previously scheduled activities, and provided further that the UNION notifies the building Principal and the Superintendent, or his designated representative, at least 24 hours in advance of such meeting.

2. The UNION may use the school mail boxes and inter-school mail service and the school telephones for non-toll communication for UNION purposes. All notices and materials disseminated are to be verified (verification will be by a notation/stamp reading "Approved by Cicero Council") by a Union representative. The Superintendent and principal shall receive, upon request, any item of general distribution via school mail boxes. No other special regulation shall be applied to UNION communications.

3. The UNION may use assigned school bulletin boards for posting its notices in such spaces as the BOARD shall assign for the purpose. All notices and materials posted are to be verified (verification will be by a notation/stamp reading "Approved by Cicero Council") by the authorized Union representative.

4. The UNION may use school office machines at reasonable times when the use of such equipment is not required by the BOARD or the Administration. The Union will be assigned a code that must be entered when using a photocopier and will-reimburse the District $0.05 per page excess of 500 pages per month for all photocopies made that are related to union business. Copies shall be made outside of school hours.

F. Rights and Privileges

1. All rights and privileges enjoyed by Teachers as of the date of this Agreement remain in full force and effect except as such rights and privileges are amended by this Agreement. The terms of the Agreement are hereby adopted by the BOARD as part of its policies and rules and regulations applicable to BOARD/Teacher relationships; and any conflicting BOARD policies and rules are hereby repealed. However, no provision of this Agreement shall be construed to alter, enlarge, or diminish the rights, duties, or responsibilities granted to or imposed upon the BOARD by law with respect to the operation and management of the schools and School District 99.

2. With respect to matters not covered by this Agreement that may arise concerning salaries, fringe benefits, or working conditions of licensed Teachers covered hereunder, the BOARD agrees that it will not adopt any regulations relating thereto without prior consideration and negotiations with the UNION.

3. The BOARD during the term of this Agreement or any extension thereof agrees to continue its present practices and policies with respect to salaries, fringe benefits, and working conditions, except insofar as change may be required by law.

4. This Agreement may be amended from time to time by mutual agreement of the parties hereto except that no such amendment shall be effective unless it is first duly authorized in writing, signed by authorized representatives of the parties, and attached hereto.

5. The Superintendent shall provide each Teacher access to a copy of this Agreement in a searchable PDF format within thirty (30) working days after its execution via the District website. The Superintendent shall provide each Teacher with access to a copy of the current school calendar as soon as practicable after its adoption via the District website.

6. Prior to February 1 of each term, the Superintendent and the UNION shall consult and recommend jointly to the BOARD the contents of the school calendar.

7. Unless otherwise specified, all references to "days" shall mean teacher attendance days.

## IV. COMPENSATION

A. For the 2021-2022 school year, all bargaining unit members shall receive an increase of 5.25% to their base salary paid by the Board for the 2020-2021 school year, as detailed in the example below. The base salary for all new hires for the 2021-2022 school year shall be determined by the Board using the salary schedule attached hereto as Exhibit A. New hires shall be deemed

to be all employees who were not employed by the Board in a position contained in the Teachers' Unit during the 2020-2021 school year.

(Ex. Employee A 2020-2021 Salary: $50,000, Employee A 2021-2022 Salary: $52,625)

B. During the term of this Agreement, the BOARD shall pay its teachers, where applicable, for performing additional duties in accordance with the provisions of the Extra Duty and Extra-Curricular Pay Rates attached hereto as Exhibit B and made part hereof.

C. No more than ten (10) total years of non-public or public teaching experience will be recognized, provided the teacher held a valid teaching license during the period of service credit provided by the District and the service was rendered at a recognized school. Full teaching experiential credit will be given to a teacher who held a valid teaching license and taught in a foreign country for the Department of Defense, the U.S. Government, or in a school accredited by a recognized association agreed to between the parties.

D. The BOARD shall pay its licensed teaching employees a stipend for experience in addition to the payment amounts agreed upon in Sections A and B of this Article. The longevity stipend shall only be available to employees who were employed by the District and on Step 10 or above during the 2009-2010 school year. The stipend shall be determined as follows:

| | |
|---|---|
| At 20 years | 2.0% of the base salary |
| At 21 years | 2.5% of the base salary |
| At 25 years | 3.0% of the base salary |
| At 30 years | 3.5% of the base salary |
| At 33+ years | 3.75% of the base salary |

Teacher base salary is considered to be a teacher's salary outlined in Section IV(A), above.

E. A Teacher who completes educational coursework which is related to the subject area in which the teacher is assigned and/or licensed or completes a course(s) enabling him/her to secure additional degrees, endorsements or licensure in the field of Pre-K through 8th grade education shall qualify for continuing education compensation only at the beginning of the semester following the submission of proof of entitlement by the Teacher.

A Teacher who qualifies for continuing education compensation, prior to the fall 2021 semester, by completing educational coursework shall be entitled to an additional $1,500 added to his/her base salary.

A Teacher who qualifies for continuing education compensation mid-year, prior to the spring 2022 semester, by completing educational coursework shall be entitled to an additional $750 added to his/her base salary.

Coursework or degrees not covered in the definition above must be approved by the Superintendent or designee to be eligible to receive salary adjustment. Teachers who are denied salary adjustment may re-apply for approval if circumstances demonstrate a change in

the basis for the denial. Satisfactory proof of entitlement for such change shall be submitted at least fifteen (15) days before the beginning of a semester. Proof of Entitlement shall consist of an official transcript, grade report, or an official letter from an accredited university/college and/or instructor signifying satisfactory completion of academic requirements for salary adjustment. Accredited university/college as used in this section shall mean a college/university listed in the data base of accredited post-secondary institutions of the U.S. Department of Education or an institution approved by a Nationally Recognized Accrediting Agency listed by the U.S. Department of Education so long as the full body of coursework or educational program is not offered solely as an on-line program unless the coursework/educational program is not offered in any other format/method.

F. Employment commencing on or before October 31st, of each school term will result in one full year's credit on succeeding salary contracts. Employment commencing between November 1st, and March 1st, will result in one-half year's credit on succeeding salary contracts.

G. The BOARD shall pay a Teacher who teaches a class during his/her preparation period, by reason of the lack of availability of a substitute Teacher, at the rate of thirty-four dollars ($34.00) per 45-minute class period for the duration of this agreement.

H. Teachers shall not be requested to assume internal substitution except in case of emergency. For the purposes of this clause, an emergency shall be defined as the unavailability of an external substitute. All teachers under a retirement contract are prohibited from performing internal substitution duties. Substitutes shall be selected according to the following procedures:

1. Volunteers per period.

2. All Teachers, including specials and licensed support staff (one period per day), who are not under a retirement contract, on an equitable and rotating basis.

3. Building level administrators per period.

Private, contractual employees, social workers, and speech pathologists are exempt from internal substitution, unless they are licensed as a teacher. The rotation schedule for internal substitution shall be available daily in the Main Office (in a place easily accessible to the staff) and provided for posting on the Union Bulletin Board in the Teacher's Lounge.

I. When a Teacher supervises, directs, or assists in student-related activities at times other than the scheduled school day, the Teachers shall be reimbursed therefore according to the Extra-Duty Rate of Exhibit B, subject to the following conditions:

1. The Extra-Duty Rate shall apply only to activities approved by the Superintendent or designee. Examples of such activities shall include, but are not limited to, evening education programs, planning, directing, and/or assisting in district or individual

school fairs, supervision during games, and any other types of student activities, except those excluded by provisions of this Agreement.

2. The Extra-Duty Rate shall not apply to activities for which reimbursement is otherwise provided for in Exhibit B of this Agreement.

3. The Extra-Duty Rate shall not apply to one open house meeting during the school year.

4. The Extra-Duty Rate shall not apply to field trips which last less than seven (7) hours of a school day.

5. In no case shall the Extra-Duty Rate apply for work done within the hours of the regular school day.

6. Teachers agreeing to serve in activities which apply to the Extra-Duty Rate shall receive confirmation in writing of the District's recognition of the Teachers' proposed services. Such confirmation, issued by any of the District's School Administrators, shall be presented to the Teacher as soon as possible after determination is made by the Administration that an activity is considered worthwhile to require the presence of a Teacher, or as Teachers verbally agree to provide their services.

7. The Teacher(s) and Administrator involved in the performance of Extra-Duty Rate work shall cooperatively determine the approximated length of time involved. The teacher must submit a time card or appropriate paperwork within (10) teacher attendance days of the date that the work is completed, or the designated due date. At the completion of such paperwork by a Teacher, the Administrator shall send the time card or appropriate paperwork within (10) teacher attendance days to the Superintendent or designee showing the number of hours the Teacher has worked.

8. Payment shall be computed by hour and by quarter-hour fractions thereof and shall be included on the Teacher's next regular paycheck.

9. Teachers may volunteer for extra-duty activities without receiving extra compensation therefore.

J. When a teacher chaperones a field trip which is scheduled to be in excess of the normal school day, he/she will be reimbursed the extra duty rate for any time beyond seven (7) hours. If the field trip occurs on a day which is not a normal school day and the field trip is not part of the teacher's regular duties or a stipend position, the teacher shall receive the extra duty rate for all hours worked as a chaperone on the field trip.

K. The BOARD will pay ONLY the EMPLOYER contribution to the Teachers' Retirement System. Each employee shall be responsible for his/her entire EMPLOYEE contribution to the Teachers' Retirement System (including any portion collected for THIS insurance from employees). The compensation outlined in Article IV, Section A, Exhibit A, and Exhibit B

demonstrates the salary of an employee PRIOR to deduction of his/her EMPLOYEE contribution to the Teachers' Retirement System. The employee's deduction shall be administered in accordance with the provisions of the *Illinois Pension Code.*

## V. FAIR PRACTICES AND WORKING CONDITIONS

A. The normal workday for the staff will begin between 7:45 a.m. and 8:45 a.m. and end six and one-half hours (6 1/2) later. During the six-and-one-half hour work day employees will be entitled to a thirty (30) minute duty-free lunch and preparation time as defined elsewhere in this agreement. The Administration will make the decision as to what start time a building will use and inform the staff of the starting time(s) prior to the deadline for the teachers to submit their letters of intent.

Each Teacher shall have a duty-free lunch period of thirty minutes on days that school is in session; provided further, that:

1. Teachers shall not be assigned duties during their lunch periods.

2. Exceptions to the designated lunch periods shall be implemented when necessary to alleviate crowded lunchroom conditions, or accommodate early class schedules.

B. Notwithstanding the provisions of Paragraph V.A. above, Teachers may be assigned temporary supervisory duties without additional monetary compensation on an equitable and rotating basis during periods of emergency or sudden extreme weather conditions, when such temporary assignments are deemed necessary by the Administration. Teachers so assigned shall be granted released time equal to time spent performing such temporary supervisory duties, without reduction in normal compensation, on such day or days mutually agreeable to the Teacher and Administration.

C. 1. Teachers will be assigned supervisory duties on an equitable basis, taking into account the size of the building's staff and the nature of the school facility. Itinerant teachers who travel to two or more buildings during a school day shall not be assigned to supervisory duties on those days. Depending on the building's schedule supervisory duties shall start no earlier than the beginning of the school day and end six and one half (6 ½) hours later.

2. Teachers of all special subjects (i.e. teachers other than core subject or regular classroom teachers) who are assigned to only one building for a full day shall be assigned supervisory duties on an equitable basis.

3. The Administration will schedule the entire staff for playground duty on an equitable and rotating basis.

4. Junior high school home room assignments shall be made to all core academic teachers and elective/auxiliary teachers as needed. Non-homeroom teachers shall have hall duty during morning homeroom periods.

D. The BOARD agreed to provide the following planning periods:

1. Whenever possible, instructional planning periods shall be so scheduled so that each Teacher shall have at least one instructional planning period per day. Whenever possible, Building Principals shall avoid the scheduling of more than one instructional planning period a day.

    a. No class should be cancelled in order for a teacher to perform internal substitution except in the case of an emergency.

    b. The District's automated attendance system must reflect the need for a substitute for all teachers excluding speech and language teachers, special education resource teachers, psychologists, social workers, reading coaches, reading recovery teachers, and reading interventionists.

    c. All classes will be provided a long-term substitute in the case of a long term foreseeable absence in excess of ten (10) consecutive school days.

    d. All teachers receiving additional planning time due to closed-campus time-scheduling are to use that additional time in meaningful instructional/supervisory activities mutually agreeable between the teacher and principal. Said additional time will be used for travel purposes on any day it is necessary for a teacher to travel between buildings to meet the needs of his/her instructional program.

E. All teachers, grades EC and PreK through eight, will not have fewer than five (5) forty-five minute instructional planning periods per week.

F. Support-staff employees shall assist in making needed phone calls, scheduling meeting times, copying IEP and other documents, and sending documentation prepared by the teacher/team facilitator in preparation for student staffing meetings upon approval of such tasks by the Principal or designee at no cost to the District.

G. An EC, Pre-K, or Kindergarten student who has not been picked up within ten (10) minutes of student dismissal shall be taken to and left in the office to wait until her/his supervising adult arrives.

H. EC and PreK teachers shall teach five (5) days per week.

I. Teachers are to remain in the building during their planning periods unless other arrangements have been made in advance with the building principal.

J. Instructional planning periods, or equivalent time, shall be used for the following purposes only:

1. Preparing lesson plans both long-term and immediate.

2. Using the library/media center to secure reference and instructional material for classroom use.

3. By mutual agreement to confer with fellow teachers in preparation for improving classroom instruction.

4. Parent conferences.

5. Conferring with administrators.

6. Travel time between buildings for itinerant teachers.

7. Eligibility Determination Meetings/Activities, IEP Meetings, and Section 504 Meetings.

8. School improvement activities, professional development or grade level meetings may be held provided they are not scheduled during the planning period more than once a week.

9. Professional Learning Community (PLC) shall be limited to one (1) per week during the teacher's planning period. Each PLC meeting shall begin five (5) minutes after the start of the period and conclude five (5) minutes prior to the end of the period. Professional Learning Community (PLC) meetings missed due to a day off will not be rescheduled for that week.

K. Whenever possible, all open periods in excess of the five (5) planning periods shall be used for enrichment/intervention purposes. Enrichment/intervention periods may be used for the following purposes and will be assigned by the Principal:

1. Teachers may be assigned to provide enrichment/intervention instruction to a group or individual students.

2. Teachers may be assigned to provide internal substitution.

3. Principals will assign specific responsibilities to teachers of grades Pre-K through eight (8) for periods which are in excess of five (5) planning periods.

4. Teachers may be assigned work related to curriculum improvement or matters mandated by the State Board of Education.

L. Wednesday faculty meetings, both building and district, shall not begin later than fifteen (15) minutes after the close of the student day and conclude in no event later than sixty (60) minutes after the scheduled start of the meeting. Teachers shall make every effort to be punctual so as to be in attendance at the opening of all such meetings.

1. Teachers shall be released at the normal daily dismissal time on eleven (11) mutually agreeable Wednesdays throughout the school year, including the Retirement Tea hosted by the District and Union. Such specific Wednesdays shall be designated by the District with

written notice to all affected faculty by the first day of the school year.

2. In addition to the above designated Wednesdays, teachers may choose an appropriate location on report card Wednesdays to address their professional responsibilities for the completion of student report cards.

3. For all building meetings, an electronic agenda shall be provided to each faculty member on the morning of said meeting.

4. An agenda for said committee meeting shall be made available to all members of a district committee on the Monday in advance of the meeting.

M. Class Size

1. The BOARD agrees to endeavor to maintain class sizes not to exceed thirty pupils per class based upon present enrollment, building facilities and projected enrollment increases.

   When the class size exceeds thirty (30) pupils, the Administration will investigate and exert serious effort toward developing a procedure for reducing the number of pupils assigned to such class. The UNION will be informed forthwith that such investigation is being conducted and from time to time the progress thereof. Although an aide may be provided temporarily, the Administration shall make every effort to develop a permanent solution.

2. Class sizes may in some instances have to exceed the number specified in Article V., Section M.1. In lieu of the additional planning periods provided by the contract, the BOARD agrees to pay a teacher, whose class exceeds thirty (30) students, fifty-cents (0.50) per student per period per day. Holidays and institute days will not be counted; however, parent/teacher conference days will be included for payment.

   Computation will start when the 1st day enrollment exceeds thirty (30) and be based upon pupil contact and will be submitted when a teacher is absent. The computation will be based on the actual number of students present in the classroom for the first five (5) days of school and on the official class list each day thereafter. If a teacher is absent for ten (10) consecutive days the fifty- cents ($0.50) per-period will end after the 10th day.

N. Teachers shall not be required to become members of Parent-Teacher Associations or similar organizations, and their attendance at meetings of such organizations shall be voluntary. However, Teachers shall attend one (1) open house per year. The UNION shall encourage its members to join Parent-Teacher organizations, to participate in their activities, and to attend meetings of such organizations.

O. In each school building, the School Improvement Team shall meet annually to cooperatively determine what programs of educational benefit to pupils shall be presented. Staff members shall provide input to the School Improvement Team as to what celebrations and/or programs

will be conducted for students during the school year. Consideration should be given as to whether preparations and rehearsals for such celebrations and/or programs would conflict with general pupil progress and curriculum objectives.

P. In any case in which a Principal has been notified that an employee has been assaulted and/or battered in the course of his/her employment, the Principal shall promptly notify the Superintendent of the incident. Upon notification, the Superintendent shall immediately notify the proper local law enforcement agency/agencies if it is determined to be warranted. The Principal shall also notify the parent/guardian of the student (if the assault and/or battery was committed by a student).

Q. When damage has been caused to an employee's private automobile by a pupil or employee of District 99 during the course of an employee's work day, the school staff and Administration will assist in apprehending the individual and in collecting the cost of such damage so long as the employee has filed a report with the Building Principal and a police report with the Town of Cicero Police Department.

R. At a Teacher's request. his or her personnel folder which is on file at the Administration Building, will be available for inspection between 8:00 a.m. and 4:00 p.m., except for that period of time when a teacher is engaged in the performance of his/her teaching duties and responsibilities.

Such Teacher may bring another person to witness the examination of the folder. Such examination will take place in an office of the Administration Building and in the presence of the secretary in charge of the filing of records. Upon request, the Teacher shall be provided with one copy of reports, evaluations, and documents contained in the folder. However, confidential dossiers and references submitted by Teacher Placement Agencies and persons outside of District 99 shall remain confidential and shall not be accessible to the Teacher. When a report relating to observation, evaluation or teaching effectiveness are written concerning a teacher by an administrator or supervisor, the teacher shall be given the opportunity to review such reports before they are forwarded for any type of action. Upon such review, the teacher shall affix his/her signature to such report. The signature indicates that the teacher has seen the report but does not necessarily concur with its content. In any case, where a teacher disagrees with any such report, the teacher may submit a written statement, within thirty working days, explaining his/her position, which statement shall be attached to the report. Upon request, the teacher shall be given a copy of such report which has been added to his/her personnel folder.

S. The BOARD shall provide AESOP or similar service for Teachers' use in reporting an intended absence. Teachers must report their intended absence as soon as possible in advance to allow the District sufficient time to make arrangements, if necessary, to obtain coverage for the teacher's absence. Except for emergency circumstances beyond the Teacher's control, an intended absence must be reported no later than 6:00 a.m. on the day of the absence.

T. The BOARD and UNION have developed an "Evaluation Plan for Teacher" in accordance with law and State Board of Education regulations. In the event either party proposes any

substantive change in the evaluation plan the evaluation committee, composed of up to four (4) administrative and four (4) union appointees, shall meet to come to an agreement on the proposed changes.

1. Tenured teachers with a satisfactory or better classification as defined by the Illinois School Code will be evaluated every two (2) years, unless circumstances otherwise dictate or by reason of amendment to the Illinois School Code.

2. No formal observations and/or evaluations will be performed during the first two (2) weeks of school, last two (2) weeks of school, day of a school celebrated holiday (i.e Halloween, Valentines, etc.), and/or the day before/after the week of Thanksgiving, winter or spring break, unless the teacher agrees to observations and/or evaluations on such days

U. In all cases where the BOARD is considering the issuance of a Remedial Notice pursuant of the School Code of Illinois, the Teacher shall be informed thereof, in writing, at least one week in advance of the meeting of the BOARD at which the issuance of such notice is to be considered. Also, the Teacher shall be informed of the nature and basis of such charges and all available information that may be presented and used against such Teacher so that the Teacher may prepare an adequate case for defense. The Teacher may choose another employee of the BOARD, or a representative of the UNION, or legal counsel to assist at such meeting with the BOARD. This provision shall not apply and no notice shall be required in instances where the BOARD issues a remedial notice pursuant to evaluations under Section 24A of the School Code and the District's Evaluation plan.

1. All the Remedial Notices shall remain in a Teacher's personnel folder for two (2) years from the date of issuance thereof. At the end of such two-year period, provided no similar infractions have occurred, such Remedial Notices and any pertinent, related information shall be permanently removed from such Teacher's folder. After such two-year period has expired, should the BOARD of Education consider filing a new unrelated Remedial Notice against such Teacher, the charges related to the previous Remedial Notice shall not be considered or included as evidence in determining whether such new Remedial action shall be taken.

V. General guidelines for conferences outside of the evaluation process between Teachers and Administration shall be as follows:

1. In advance of the conference, the Teacher shall be informed either orally or in writing of the purpose of the conference and the names of those who will be in attendance.

2. Teachers shall be obliged to attend a conference requested by an Administrator so long as the conference is called during the usual school day excluding the lunch period, or if on Wednesdays, for sixty-five (65) minutes beyond the normal school day. Conferences at other times shall be at the mutual consent of the parties attending.

3. Any teacher may have a UNION representative at any conference or discussion with

the Superintendent or Assistant Superintendent, where the subject of that teacher's dismissal or resignation is to be raised.

4. Where more than one Administrator is to be present with a Teacher, the Teacher shall have the right to bring an additional Teacher or a UNION Representative to the meeting to serve as a witness or resource person. If the additional teacher or UNION Representative is from a different building, the meeting shall occur outside of school hours and without compensation.

5. Principal-Staff Informal Conference

    a. May be requested by the Principal to discuss performance of a Teacher or the general functioning of the school.

    b. Teacher may also request such a conference of the Principal upon stating the purpose of such conference. At the request of Teacher, Principal shall make himself/herself available for such a conference at the mutual convenience of both parties attending.

    c. Those present will be the Teacher and the Principal.

    d. Both parties will strive to maintain an atmosphere of informal discussion, mutual respect, and resolution of the issue.

W. Any charges, accusations, or comments concerning a Teacher of a negative or derogatory nature from any source shall bear no weight on the evaluation of such Teacher's professional and official performance in District 99 unless:

1. Such charges, accusations, or comments are made in writing and signed by the person making same.

2. A teacher shall be given the name of any person making such charges and the time and opportunity to meet with the Administration to respond to or to refute the charges. The Teacher may choose to have another Teacher or UNION Representative present to assist at such meeting which shall be held within ten days from the filing of said charges and the advising of the Teacher thereof.

3. Any charges, accusations or comments concerning a Teacher of a negative or derogatory nature may be subject to the discipline procedure contained in Article X.B. of this Agreement.

X. The Administration and Union agree that all teachers shall maintain and submit electronic lesson plans. The District shall consult with the Union, via its curriculum framework committees, prior to providing any new format for electronic lesson plans. Each teacher shall have his/her electronic lesson plans completed and to the District no later than the start of school on the first day of the week for which the plans are to be used.

Y. Professional Appearance

Educators are important role models for students, peers, and community members. Accordingly, the parties agree that professional and appropriate appearance is expected of District personnel. Specifically, this means tattered, torn, soiled, or clothing considered inappropriate in a school setting will not be worn in the workplace.

The last day of the week and institute days shall be designated as "spirit" days for teacher attire. "Spirit wear" shall be limited to items of clothing with District and/or school logos, insignia, or school colors. Jeans and/or gym shoes may only be worn if spirit wear is also worn.

Z.. During the first quarter, kindergarten teachers and special area teachers for grades first through sixth will not be required to send progress reports to students unless the circumstances of student behavior and/or academic status warrant such a report.

AA. Teacher institute days shall be scheduled from 8:00 a.m. to 1:30 p.m. with a break.

BB, In addition to providing substitutes for classroom teachers the District shall make every effort to hire substitutes for resource teachers and co-teachers for pre-planned (FMLA, LOA, etc) extended absences of a week or more.

CC. The District shall not assign any teacher, other than District coaches, to more than two (2) buildings at any one time during the school year.

DD. Whenever possible teachers shall be notified of planned building events that deviate from the regular schedule one (1) week in advance of the aforementioned event. If not notified the event shall, whenever possible, be rescheduled with a week's notice.

EE. Teachers who make pre-approved presentations at District in-service meetings, institutes, staff meetings, or workshops shall be paid for two (2) hours of preparation for each one (1) hour delivering an initial presentation at the extra duty rate.

## VI. EDUCATIONAL PROGRAM IMPROVEMENTS

A. The BOARD shall institute or maintain the following educational facilities and programs:

1. The BOARD of Education shall provide educational programs and facilities to meet special education program guidelines issued by the Illinois State Board of Education (ISBE) and Intermediate Service Center No. 2

2. The Office of Student Services of District 99 shall follow guidelines of the Illinois State Board of Education (ISBE) in regard to staff and programs.

3. A sufficient number of specialists shall be employed in such areas as health, art, music, physical education, technology, media, etc. programs.

B. Appropriate textbooks and materials shall be provided by the BOARD to take care of individual pupil needs and shall be made available after the teacher request has been approved by the administration.

C. The BOARD shall endeavor to provide an adequate budget for essential classroom supplies and materials in all categories of the educational program within budgetary limitations.

D. Building libraries will be open during the school day in order that personnel may utilize materials. Certified personnel must accompany students at all times.

E. The BOARD shall encourage pilot programs of curriculum change at all grade levels.

## VII. PROFESSIONAL IMPROVEMENT AND GROWTH

A. The BOARD shall reimburse Teachers an amount equal to seventy-five percent (75%) of the tuition fees paid by the Teacher for taking graduate and post-graduate courses for the purpose of professional improvement by completing education which is related to the subject area in which the teacher is assigned and/or licensed, completing a course enabling him/her to secure additional endorsements or licensure, and/or securing approval of the Superintendent. The BOARD shall not pay any Teacher an amount in excess of three thousand dollars ($3,000.00) for each year of the contract thereafter so long as the total tuition reimbursement for any school term does not exceed one hundred ninety-five thousand ($195,000) for the entire bargaining unit.

B. In instances where a Teacher has been accepted for a graduate degree program, the Teacher shall be required to secure a letter from the university or the college indicating such acceptance. The graduate degree program must be approved by the Superintendent or designee prior to enrollment in order to be eligible for tuition reimbursement. The letter of acceptance into the graduate program for which the individual is accepted and the Superintendent or designee has approved for tuition reimbursement shall be filed in the Teacher's personnel file at the Administration Building. Approval for subsequent courses in an approved graduate-degree program shall not be necessary for reimbursement purposes. Proof of successful completion of courses taken must be submitted as stated in Article VII.C.4.,

C. To be eligible for reimbursement, credits/degrees may be earned in any of the following ways:

1. By attending an accredited institution of higher learning or a recognized branch of such an institution or accredited on-line classes as approved by the Superintendent or designee.

2. By enrolling in approved courses.

3. In order to secure credit for reimbursement, the Superintendent or designee shall first approve and evaluate courses not leading to an advanced degree prior to the Teacher's enrollment in such courses. Likewise, the Superintendent shall approve and evaluate all workshops prior to participation therein. All course work or credit shall be calculated in semester hours.

4. With prior written approval by the Superintendent, or designee, semester hours or graduate degree credits or their equivalent, for which the teacher has received reimbursement, shall be applicable for advancement on the salary schedule.

D. Upon successful completion of a qualifying course, the Teacher shall submit to the Superintendent, or designee, in such form as he/she may prescribe, a request for reimbursement together with a receipt of payment and grade report and/or an official transcript. Request for reimbursement shall be submitted within sixty (60) days following completion of each course. Special consideration shall be granted if there is a delay in the transmittal of such grade reports and/or transcripts. Reimbursement shall be made within sixty (60) days of the district's receipt of the transcript verifying successful completion of the course/workshop.

If a Teacher voluntarily leaves the employment of District 99 any time during the one (1) year after completing the approved coursework, he/she forfeits the right to any tuition reimbursement he/she would have received for the current year AND the classes taken in the previous one (1) year. The BOARD shall not be obligated to pay any Teacher tuition reimbursement between the last day of employment in June of the current school year and September 1 of the next school year.

E. Any number of courses may be taken during the school term as long as the reimbursement does not exceed the maximum amount specified in the contract.

F. The taking of courses as provided herein may not interfere with the Teacher's school day.

G. The Superintendent, or designee, shall review requests of Teachers to attend educational conferences, workshops or university courses paid for using District funds promptly after receipt thereof. He/she will give preference to those Teachers who are actively participating members of the organization sponsoring such conferences and workshops. The Superintendent, or designee, shall establish a plan of rotating attendance at such conferences and workshops based upon the value to the District of the same; the seniority of the applicant, and the availability of Teacher substitutes. Applications shall be in writing and filed in form and manner prescribed by the Superintendent, or designee, not less than thirty days prior to the conference or workshop. In the event the Superintendent, or designee, refuses any such request, he/she shall notify the applicant in writing not less than ten (10) days after the date of such refusal, stating the reasons for same.

If a Teacher voluntarily leaves the employment of District 99 any time during the one (1) year after completing the approved coursework, he/she forfeits the right to any tuition

reimbursement he/she would have received for the current year AND the classes taken in the previous one (1) year. The BOARD shall not be obligated to pay any Teacher tuition reimbursement between the last day of employment in June of the current school year and September 1 of the next school year.

H. Provided that a Teacher has received the prior written approval of the Superintendent, he or she may attend educational conferences and workshops that are directly related to such Teacher's area of instruction without loss of salary. The reimbursement provisions contained in Paragraph VII.C. hereof do not apply to attendance at such educational conferences and workshops. The Teacher shall be reimbursed for all necessary and reasonable transportation, travel expenses and registration fees paid in connection with such attendance. The Teacher shall file an expense report accompanied by a one-page written review of the conference and presentation to her/his building staff if requested by the administration and request for reimbursement, in such form and manner as the Superintendent, or designee, may require, within ten (10) days after such attendance. Should the aforementioned presentation be made during an institute day, the teacher shall receive a stipend to be mutually agreed upon by the Board and Union.

I. Parent-Teacher conferences will be held within the guidelines and approval of the Illinois State Board of Education and the Intermediate Service Center No. 2. Such guidelines from these agencies shall be available to staff members for study at the Administration Building.

J. Teachers shall be encouraged and permitted to visit other Teachers' classes within the District during the regular school day for ideas and academic stimulation if internal substitution can be arranged with other staff members. Such visits shall be mutually agreed to by the Principal and all staff members involved. There shall be no additional compensation for such internal substitution.

K. Each Teacher may request a particular field trip believed to be educationally beneficial to the individual class. Teachers shall have freedom of choice in requesting participation on field trips in conjunction with other homerooms. Permission for all field trips may be granted at the building or central office level after consultation with the Principal, or designee and other staff members concerned. The administration shall notify the teacher of the approval/rejection of a field trip request within five (5) teacher attendance days of receipt of the request. Building Level personnel shall be responsible for the background checks of adults chaperoning a field trip upon receipt of the chaperone names from the teacher.

However; if permission is denied at the building level, the Teacher may appeal to the Superintendent or his/her designee, for a final decision as to such request.

L. Any summer workshops and/or in-service training programs sponsored by District 99 shall be held on a volunteer basis. Teachers will be notified of such workshops and/or programs by May 1st of the current school year.

M. Employees may leave the building during an existing break-time (such as lunch or preparation period) in order to smoke so long as the teacher does not smoke on school property as prohibited by the Illinois School Code and other state and federal laws.

N. The administration will plan and organize required annual electronic trainings for each school year and provide a list of trainings that will be required to be viewed by all employees by a specified due date (on or around December 1st).

The number of videos to be viewed shall be as follows:

1. For the duration of the agreement:

   a. All bargaining unit members must view all annually mandated videos as required by law;

   b. Bargaining unit members will be divided into two groups, referred to as "Group A" and "Group B." Group A will consist of bargaining unit members employed prior to January 1, 2018, Group B will consist of bargaining unit members hired after January 1, 2018.

   c. Viewing for Group A and Group B shall rotate each school year for videos that are required by law to be viewed on a basis other than annually (e.g. bi-annually, every 5 years, etc) as follows: for the 2021-2022 school year, Group A will view these videos even if they are only legally required to be viewed bi-annually, or every 5 years, etc.;

   d. If the number of legally required videos is increased during the school year, then all bargaining unit members must watch the additional mandated video(s).

   e. The District reserves the right to require bargaining unit members to view an additional video(s), not to exceed two (2) per school year, if determined, at the Superintendent's sole discretion, that it is necessary to address any issue(s) that arise(s) within the District.

O. Teachers who attend professional development training required by the District that is scheduled outside of the school day shall be compensated at the extra duty rate, upon proof of the successful completion of the training. This Section shall not apply to state mandated training.

P. When available, Teachers shall receive copies of new curriculum programs by the end of the school year preceding the implementation of the new curriculum program.

## VIII. TEACHER ASSIGNMENT AND TRANSFER

A. Teachers who desire to be transferred shall submit to the Superintendent a request in the form and manner prescribed by the Superintendent. The Superintendent shall make such forms available during the Spring.

1. The Superintendent or designee shall notify licensed staff members of all professional openings that occur during the school term by posting such open positions on the District website. The open position shall be posted for at least five (5) work days. The

bulletins shall include qualifications and duties for such available positions.

2. Applications by Teachers for such positions must be made via the District's electronic, on-line application system and be submitted not later than the last day of the internet posting for the position listed by the Superintendent or designee.

B. Applications for transfers shall be considered only for the school term commencing next after the receipt of such application. Transfers shall be made during the school term in which the application is received only when the Superintendent determines that such transfer would be for the benefit of the District. The Superintendent or designee, shall confer with Teachers who submit applications for transfer.

C. Teachers who are employed after the commencement of the school term are subject to reassignment at the close of the school term in which they were employed, and the BOARD shall so notify such Teachers at the time of their employment. Positions filled during the school term shall be advertised at the end of that term in the manner prescribed in Paragraph I above. Teachers who were employees of the District prior to and at the time of the employment of Teachers who filled positions after the commencement of the school term shall be given preference in the filling of positions for the next ensuing school term.

D. A tenured Teacher who is assigned to fill a position which has become vacant because its incumbent has been granted sabbatical leave shall be reassigned at the termination of that sabbatical leave if the incumbent requests reassignment to his or her previous position. The BOARD may abolish or change a position during the time that its incumbent is on sabbatical leave, if the best interests of the district and the educational program so require. In such event, the Teacher shall be reassigned to another teaching position upon the termination of his or her sabbatical leave. A Teacher returning from a sabbatical leave may request reassignment even though his or her former position still exists.

E. The nonrenewal, removal or dismissal of any Teacher in the employ of the BOARD shall be in accordance with Sections 10-22.4, 24-11, 24-12, 24-16, and 24-16.5 of the Illinois School Code and any other relevant portion of the Illinois School Code or laws of the State of Illinois.

F. Decrease/Reduction/Honorable Dismissal of Teachers and Recall Procedures

The decrease or reduction in the number of teachers employed by the District and/or the honorable dismissal of any teacher employed by the District shall be governed by Sections 24-12 and 24-12.1 of the Illinois School Code and any other relevant Section of the Illinois School Code or laws of the State of Illinois.

G. When an entire grade level is transferred to another school, the teacher of that grade level will be transferred with the class or the teacher will be given preferential consideration in the filling of posted positions for which they apply.

H. Notification of a tentative assignment (meaning building, grade level and subject) shall be made by Principals not later than three (3) weeks before the close of the current school term.

The UNION president shall be notified prior to all such changes via electronic delivery. Changes in assignment may be made by the Superintendent or his/her designee thereafter for and just cause shown. The UNION president shall be notified of all such changes one week prior to the opening of school.

I At the request of a teacher whose transfer is contemplated, a conference shall be held within ten (10) teacher attendance days between the Teacher and Superintendent or designee, and a UNION representative if the teacher so desires.

## IX. LEAVES

A. Sabbatical Leaves

The BOARD shall grant sabbatical leaves to Teachers in accordance with and subject to the provisions of Section 5/24-6.1 of the Illinois School Code.

B. Sick Leave/Personal Leave

1. Each teacher shall be entitled to sick and personal leave each school year which shall accumulate without limit in accordance with the schedule below. Personal days which are not used shall be converted to sick days.

| No. of Accumulated Sick Leave days as of 6/30 | Days of Sick Leave Per School Year | Personal Leave Per School Year |
|---|---|---|
| | | |
| 75 days or less | 12 | 3 |
| 76 to 100 | 13 | 3 |
| 101 to 124 | 14 | 3 |
| 125 or more | 15 | 3 |

Sick and personal Days may be taken in half day intervals. Notice of accumulated sick leave will be distributed on or before October 1st.

2. When all of a tenured Teacher's accumulated sick leave is exhausted, a tenured Teacher shall be entitled to additional days of sick leave during a school year as allotted below at reduced pay (reduced pay being defined as the Teacher's contractual daily salary minus the average of the elementary and junior high substitute's daily salary). Such days shall not be cumulative.

Teachers with 5 – 10 Years Experience: 6 Half Days/3 Full Days
Teachers with 11+ Years Experience: 12 Half Days/6 Full Days

C. Teachers shall be allowed three (3) for personal business leave without loss of pay or sick leave. Such personal business leave may be used only for the purpose of attending to personal business, family matters which require absence during school hours, or for the observance of religious holidays. The reason for taking personal leave need not be disclosed by the Teacher.

The UNION and the Teachers, however, recognize a moral obligation to restrict absences for personal leave in the spirit of this Agreement. Personal leave not used during the school term shall be accumulated to the following school term's total amount of sick days available to the Teacher. Personal leave may not be taken during the first week or last week of the school term, on a day immediately prior to or immediately following a holiday or school recess, Parent-Teacher Conference Day or on a District Institute Day. The Superintendent may, in his/her discretion, waive the provisions of the preceding sentence for good cause shown.

Special exception shall also be granted so that Teachers may register and attend summer school sessions which fall within the previously stated periods, provided that the required record keeping responsibilities of such Teacher have been completed for the school term. In taking a personal leave day, except in emergencies, the Teacher shall give the school principal written notice of intention to take such leave at least two school days in advance of the day the Teacher proposes to be absent. The Teacher shall likewise notify the main office promptly in order that a substitute teacher may be secured for such day of absence. If a personal day is taken due to an emergency, the teacher taking the personal day may be required to disclose the reason for such personal day to the Superintendent.

D. After an absence in excess of four (4) consecutive school days to illness, the Teacher may be required to provide a certificate of release from a physician or other authorized individual pursuant to the Illinois School Code explaining the reason for the absence and authorizing the teacher to resume his/her teaching duties.

E. Sick Day Bank

The Union will develop and maintain a Sick Day Bank ("Bank") to be operated by a Board of Trustees ("BOT") appointed by the Union. The Union will inform the Board of Education ("BOE") of the names of the employees who have contributed days to the Bank and the names of employees who are to receive days from the Bank. Upon receipt of the names of participants in the Bank the BOE will record the transfer of the teacher's day(s) to the Bank. When the BOE receives notification of a grant of days to a teacher, the BOE will credit the teacher with the number of days specified by the BOT. The BOE shall have no other duties or functions with respect to the Bank that are not explicitly set forth in this Section. Any disputes between employees regarding the Bank shall be resolved exclusively by the Union. Bargaining unit members may not file a grievance to resolve disputes over the provisions of this section. The Union may file a grievance to resolve a dispute limited to the BOE's recording and transfer of days but only after first giving the BOE written notice of the alleged discrepancy and the opportunity to resolve the discrepancy.

The Union shall indemnify and hold harmless the Board of Education, it members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board of Trustees in the operation of the Sick Bank.

F. Bereavement Leave

1. All employees shall be allowed up to four (4) work days of absence, without loss of pay, in the event of the death of a member of the immediate family. Immediate family shall include parents, spouse, brother, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partner as defined by law, and legal guardians. In the event of death of relatives not in the immediate family, an employee shall be granted a one (1) day absence without loss of pay. Bereavement leave shall not be cumulative. Neither shall the use of such leave cause any reduction in sick leave.

2. Upon written request to the Superintendent, he/she or his/her designee may grant an additional two (2) days absence without loss of pay by reason of extenuating circumstances.

3. The employee may be asked to provide a copy of an obituary from a publication and or proof of the relative's date of death if such leave is beyond one day.

4. The use of bereavement leave shall be immediately after the death of an individual as noted above unless good cause is shown for use of the leave at a time which is not immediately after the death (i.e. memorial service later in time). The employee shall request approval from the administration, in writing, for his/her use of some or all of the bereavement days at a later date and of the reason(s) for the intended use of some or all of the bereavement days at a later date.

G. Leave of Absence

After one year of service in District 99, a teacher may be granted a parental/child care leave of absence in accordance with the terms of this Section. A tenured Teacher in District 99 may be granted a leave of absence for other good cause shown for a period of one school term or less. Request for such leave shall be made in writing at least sixty (60) days prior to the beginning of such leave. The sixty-day notice may be waived for personal or family health reasons by the Superintendent. A leave of absence may be extended for an additional period of not more than one school term for good cause shown if approved by the Board. Request for such extension shall be made in writing at least thirty (30) days prior to the termination of the original leave.

Such Teacher shall be re-employed by the District at the termination of such leave without loss of tenure or salary lane standing as of the date when such leave was granted.

If a Teacher assumes any other employment during such leave-of-absence period without express written permission first had and obtained from the Superintendent, all benefits of tenure and employment in District 99 shall thereupon be terminated.

A Teacher shall be reassigned upon returning to District 99 after a leave of absence to the position held when leave was granted. If the position has been eliminated for any reason, such

Teacher shall be assigned another position in the District.

If the leave was granted for reasons of health, the Teacher shall submit current evidence of physical and mental fitness by a medical specialist in the field as designated by the BOARD. The cost of such examination shall be borne by the School District. In cases of disagreement, the Teacher may submit evidence by a second medical specialist, the cost of such examination to be borne by the Teacher. All such medical evidence shall be filed no later than thirty (30) days prior to reassignment. The afore-mentioned time limit shall be waived when there is disagreement as to physical or mental fitness.

A Teacher on leave may remain in the District's insurance program by paying the employee contribution of the premium, as defined elsewhere in the Agreement, for the plan selected by the individual.

H. Military Leave

Teacher shall be entitled to a Military Leave in accordance with State and Federal laws. This leave shall include Teachers who are members of the National Guard or the Reserves.

I. Union Leave

1. The UNION's president, or appointed designee, shall be allowed release time not to exceed ten (10) days per school term from teaching duties for the purpose of attending to UNION business. As a condition precedent to the exercise of the privilege hereby granted, the UNION's president, or appointed designee, shall: (a) notify the Superintendent or designee in a timely fashion of the need to attend to official UNION business; (b) subject to approval by Superintendent or designee of the Substitute Teacher's qualifications, to secure and brief another Teacher, or Teachers, in the school building to teach the classes from which the UNION's president, or appointed designee, will be absent; (c) inform the Superintendent or designee of the arrangement made for the teaching of such scheduled classes, and (d) the cost of any such substitution shall be borne by the UNION.

2. Any tenured Teacher who has attained UNION office for Local 571 or A.F.T. or I.F.T. through appointment or election shall be entitled upon a written request to a non-salary leave of absence not to exceed two school terms. During such leave, the person has the option to maintain their insurance benefits at their cost through the auspices of the school district. Only one tenured person may be on UNION leave at any time.

3. Should such teacher desire to return after a one school term leave of absence, such Teacher shall notify the BOARD of Education of such intent by March 1, preceding the school term of such return.

4. Such Teacher shall be re-employed by the District at the termination of such leave without loss of tenure or salary lane standing as of the date when such leave was granted.

J. FMLA

The District will provide Family Medical Leave in compliance with the Family and Medical Leave Act. Nothing in this Section expands the District's duties or diminishes employees' rights under the FMLA.

## X. GRIEVANCE and DISCIPLINE PROCEDURE

A. Grievance Procedure

1. Definition:

A grievance is a complaint involving a work situation or a complaint that there has been a deviation, or misapplication of a practice or policy or a complaint that there has been a violation, a misinterpretation or a misapplication of any provisions of this Agreement.

2. Basic Principles:

a. Any Teacher or Group of Teachers shall have the right to present grievances in accordance with these procedures. A group shall consist of Teachers who hold the grievance in common.

b. All discussions shall first be kept confidential by all parties involved during the first stage of a grievance.

c. A Teacher who participates in the grievance procedure shall be free from disciplinary action or reprimand because of such participation.

d. The Administration has the responsibility to consider and take prompt action, within authority delegated to it, on grievances presented to it.

e. The failure of the UNION to act within the time limits will act as a bar to any further appeal. The Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the 'next step.' The time limits may be extended by mutual agreement. All references to days shall refer to teacher attendance days. It is agreed that no grievance shall be suspended or delayed by reason of the summer vacation. During the District's summer vacation, it is agreed that all days referred to in this Article X shall mean District business days, not teacher attendance days.

f. Hearings and conferences held in the nature of executive sessions under this procedure shall be conducted in one of the school offices at a time that will afford a fair and reasonable opportunity for all persons, including witnesses, to be present.

g. Grievance meetings shall be scheduled at a time mutually agreeable to all the participants.

h. If a grievance arises from the action of a District Administrator, Supervisory Staff member, or the BOARD, the grievance shall follow the same procedure as outlined below; however, the first stage should be a request for an informal conference with the appropriate Assistant Superintendent or the Assistant Superintendent for Finance/Operations, depending upon whether the grievance is an instructional or a business matter.

The appropriate Assistant Superintendent shall render a decision in writing within fourteen days to the UNION Grievance Chairperson and the Superintendent.

In the event the grievance has not been settled satisfactorily at this stage, the grievance may be referred to the third stage as outlined below.

3. Procedures:

First Stage

The aggrieved Teacher shall request an informal conference with his or her Principal regarding the adjustment of any grievance. This is to be done within fifteen (15) teacher attendance days after the Teacher becomes aware of the alleged violation. At this and all future conferences regarding the alleged grievance, the Teacher may be represented by a UNION representative or by any Teacher of his or her choice. If the teacher is represented by a Union representative who is assigned to the same building at which the grievance originated, then the conference may be held during regular school hours. If the Teacher is represented by a Union representative who is assigned to a building in other than that at which the grievance originated, then the conference must be held after regular school hours. The Principal may also have a representative of his/her choice. The aggrieved Teacher must be present at this as well as at all subsequent meetings. No other Teacher organization shall represent the Teacher, if the grievant is dissatisfied with the outcome of the conference, he or she is privileged to proceed to the second stage.

Second Stage

In the event the grievance has not been settled satisfactorily at the First Stage, the aggrieved Teacher, if he or she chooses the UNION as his or her representative, shall prepare a signed statement setting forth all of the pertinent facts and dates relative to the complaint and the remedy or relief sought. Copies of the complaint shall be submitted to the appropriate Assistant Superintendent.

If the Teacher chooses another Teacher other than an official UNION representative as his/her representative, he/she shall submit the same type of report to such

representative who shall also sign it, and present it to the immediate administrator of the grievant and to the Superintendent.

The aggrieved Teacher, having filed the grievance in writing, shall at a mutually agreeable time, discuss the matter with the Principal and his representative if he so desires, in the presence of a UNION representative if desired or in the presence of any Teacher of the grievant's choice with the objective of resolving the matter. The filing of the grievance at the second stage must be within ten (10) days of the First Stage conference. The Principal or other Administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the aggrieved Teacher, the Superintendent, and the UNION President within ten (10) days.

Third Stage

In the event a grievance has not been satisfactorily resolved at the Second Stage, the aggrieved Teacher or his representative, within ten (10) days of the Administrator's written decision, shall submit a statement of appeal with reasons to the Superintendent. Copies of this statement are to be forwarded to the grievant, administrator involved and the UNION President.

Within ten (10) days after the written appeal is submitted, the aggrieved Teacher, the Administrator, the Superintendent, and a UNION Representative, if the aggrieved Teacher wishes, shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within ten (10) days of the Third Stage grievance meeting and communicate it to each party participating in the Third Stage conference.

Fourth Stage

If the grievance cannot be settled at the Third Stage, the grievance shall be submitted to the BOARD through the Superintendent at a mutually agreed upon Executive Session. The aggrieved Teacher and his/her representative shall present a written summary to the BOARD in advance of the executive session. The Teacher and his/her representative shall present their case orally to the BOARD at the Executive Session. The Board's decision shall be communicated to the grievant and Union within ten (10) days of the Executive Session.

Fifth Stage

If the grievance is not satisfactorily resolved at the fourth stage, the UNION may submit the grievance to binding arbitration within twenty-five (25) teacher attendance days after receipt of the Board's decision at the fourth stage, by requesting an arbitrator from the American Arbitration Association or Federal Mediation and Conciliation Services and filing a copy of the request with the Superintendent within the twenty-five (25) teacher attendance day period. The selection of the arbitrator shall follow the voluntary labor arbitration procedures of the American Arbitration Association. The

fees of the arbitrator and the American Arbitration Association shall be divided equally between the BOARD and the UNION. All other expenses shall be borne by the party incurring them. Either party shall be entitled to have a court reporter present and submit a transcript and post-hearing brief to the arbitrator. Unless the parties split equally the cost of the court report and the transcript, the party not requesting the court reporter shall not be entitled to a transcript.

B. Discipline Procedure

The BOARD may discipline members of the bargaining unit with just cause for acts of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause. Disciplinary action may include written reprimands, suspensions without pay, or discharge

1. Except for serious offenses that may warrant suspension or termination, the BOARD agrees to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, incompetency, cruelty, negligence, immorality, or other sufficient cause. In all cases, employees will be afforded due process.

    a. First offense: After verbal warnings, shall be a letter of reprimand/warning in the employee's official file.

    b. Second offense: Upon repetition of the same offense, shall result in a one day unpaid suspension for the employee.

    c. Third offense: Upon repetition of the same offense, the employee shall receive up to a three (3) day unpaid suspension.

    d. Fourth offense: Upon repetition of the same offense, the employee shall receive either a suspension of more than three (3) days or termination.

    e. Any member of the bargaining unit who is disciplined shall have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

    f. The Board and Union agree that the commission of certain serious offenses and/or multiple offenses of the same or similar infractions, would permit the Board to skip some or all of the steps in the progressive disciplinary process.

2. When an administrator calls a conference and/or an investigatory meeting with an employee which might lead to disciplinary action against the employee, the following provisions shall be applicable.

    a. Except in egregious situations (i.e. violent, abusive, or criminal activity) the employee and the Union shall be informed forty eight (48) hours in advance of the meeting, in writing as to the reason(s) for the conference and/or investigatory meeting. The written notice will include information that

identifies the general details of the incident(s) (i.e. approximate date, time, place and nature of incident) for which the conference and/or investigatory meeting is being held if such information is available at the time the notice is drafted. The meetings shall be scheduled at a time mutually agreeable to all the participants.

b. The employee has the right to be accompanied by a Union representative or representative of his/her choice at the conference.

c. Except circumstances warranting immediate action the administrator will not take disciplinary action against the employee without first affording the employee an opportunity to respond to the matter being discussed.

d. In no instance shall disciplinary action be taken against an employee later than twenty (20) teacher attendance days after the conduct giving rise to the action or in the twenty (20) teacher attendance days after the time the administration becomes aware of the action giving rise to the discipline when disciplinary action stems from a series of un-remediated instances on the part of the employee. In no event shall notification be later than twenty (20) working days after observation of the last instance.

e. If, after a disciplinary conference an administrator takes disciplinary action against the employee the administrator shall provide the employee with written notification of the specific reason(s) for the action within five (5) teacher attendance days from the date of the conference.

f) In case of a termination of employment hearing or a conference involving disciplinary action to be taken against an employee, the charges brought against the employee shall be based upon the material in the official file and/or investigatory file except in cases where the administration or Superintendent believe immediate disciplinary action is necessary.

## XI. NO-STRIKE PROVISION

The UNION agrees not to strike or engage in or support or encourage any concerted refusal to render full and complete services to the District, or engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools during the term of this Agreement.

## XII. INSURANCE & RETIREMENT

A. The BOARD agrees to provide hospitalization and major medical insurance including full coverage of maternity costs, providing benefits not less than those being presently provided to the Teachers hired on or before June 30, 2021, the cost listed below. Married Teachers, or Teachers with a spouse as defined by 750 ILCS 75/1 et. seq., shall be provided benefits themselves, their spouses and their dependents. Unmarried Teachers shall be provided with benefits for themselves and their dependents if any. The benefits for teachers who qualify under this provision shall be as follows:

| HMO Blue Advantage | | |
|---|---|---|
| School Year | Employee | Family |
| 2017-2018 | $57.50 | $97.50 |
| 2018-2019 | $62.50 | $105.00 |
| 2019-2021 | $67.50 | $112.50 |
| 2021-2022 | $67.50 | $112.50 |
| | | |
| HMO Illinois | | |
| School Year | Employee | Family |
| 2017-2018 | $65.00 | $110.00 |
| 2018-2019 | $70.00 | $117.50 |
| 2019-2021 | $75.00 | $125.00 |
| 2021-2022 | $75.00 | $125.00 |
| | | |
| PPO | | |
| School Year | Employee | Family |
| 2017-2018 | $68.50 | $116.00 |
| 2018-2019 | $74.50 | $127.00 |
| 2019-2021 | $80.50 | $138.00 |
| 2021-2022 | $80.50 | $138.00 |

B. 1. Any full-time teacher employed by the Board who has been enrolled in the District's health insurance program pursuant to Section XII. A. 1 above for at least six months of the fiscal year prior to the start of the following school year may elect to receive $1,500.00 as additional compensation if the teacher is eligible for single health insurance but does not enroll in any health insurance the following school year; or may elect to receive, $2,275.00 as additional compensation if the teacher is eligible for family insurance but enrolls only in single health insurance in the following school year; or may elect to receive $3,000.00 as additional compensation if the teacher is eligible for family health insurance but does not enroll in any health insurance the following school year. Such compensation will be paid to the employee in the school year after the employee withdraws enrollment in the District health insurance coverage and/or the employee's health insurance eligibility changes as long as appropriate documentation, if needed, is provided to the District within the open enrollment period for insurance.

Such a decision to accept the additional compensation in lieu of enrolling in District health insurance must be made by the qualified and eligible employee prior to the health insurance open enrollment period immediately prior to the school year in which the additional compensation is to be paid. Employees may change insurance coverage mid-year due to a change of life events as required by the District's health insurance carrier's policies. Changes in the amount of this insurance opt out benefit due to changes in life events may not be received until the following school year in accordance with the provisions of the preceding paragraph.

The additional compensation shall be added to the teacher's gross salary and paid in equal installments as part of his/her regular paycheck. Any amounts paid to the employee under this election shall be subject to usual and customary withholding of taxes, TRS contribution (if required), and any other withholdings required by law. If the employee leaves employment with the District during the school year, the district's obligation to pay any remaining compensation under this Section shall cease on the last day of employment.

No individual who is currently enrolled in/enrolls in the Retirement program in Article XII. C. shall be eligible to receive such additional compensation pursuant to this section of the Agreement. In addition, if an individual who seeks to receive the additional compensation from this provision would cause the District to violate the laws and regulations which specifically preclude an employer from offering a financial incentive or other benefit to an employee not to enroll in, or to terminate enrollment in, a general health plan that is or would be primary to Medicare shall not be eligible for the additional compensation.

Employees who seek to re-enroll in the District's health insurance may do so in accordance with the rules of this plan.

2. Full time teachers who elect to participate in the District's insurance program shall pay the amount in Article XII.A. per check for twenty-four (24) checks annually.

3. Coverage will be specified in Appendix C attached to this Agreement.

4. An insurance committee shall be established. The Committee will be composed of eight members appointed by the Union; four Board appointees; one custodian; one bus driver; and one exempt employee. The Committee shall meet annually or as needed to review the District's insurance program. The Committee may prepare recommended modifications or changes in the insurance program to be submitted to the Board and the Union for Ratification.

5. The District will provide a wellness program at no cost to the employee at a site(s) of the District's choosing.

6. All employees who are enrolled in a District insurance program during a specific school term shall continue to participate in the District insurance program for which they are enrolled at the rates specified in Article XII.A. of this Agreement between the end of that school term and the beginning of the next school term. New insurance premium rates shall change on July 1st of each school term for that school session.

C. Retirement

A Teacher who submits his/her notice to retire under the 2021-2022 Agreement and retires after completing ten consecutive years of service immediately prior to retirement in District 99 shall receive the following stipends.

1. An amount equal to two hundred seventy-five dollars ($275.00) multiplied by the number of years in the employ of the BOARD and not to exceed $7,500. This payout will be paid post retirement.

2. An amount equal to sixty dollars ($60.00) multiplied by the number of accumulated sick days in excess of any days utilized to secure additional service credit with the Illinois Teacher Retirement System (TRS), to be calculated at the end of the last year of employment and not to exceed $8,750. This payout will be paid only to an employee who has accrued sick days remaining after the employee has utilized any and all sick days to secure additional service credit with TRS. The payout shall be made as a post retirement severance payment once the employee's final retirement has been calculated by TRS and the employee provides his/her final unused sick day report to the District he/she received from TRS.

3. The foregoing stipends will be paid in a lump sum and shall be due and payable as severance after the teacher's retirement and after the teacher's receipt of his/her final paycheck for regular earnings.

4. A teacher who retires during the term of this Agreement must have taught for ten (10) consecutive years in District 99 prior to the date of his/her retirement. Any teacher who is scheduled to retire under this Agreement shall receive a lump sum bonus of eleven thousand two hundred fifty dollars ($11,250.00). Retirees receiving the lump sum bonus shall be allowed to substitute teach at the current District substitution rate if selected to do so by the administration.

D. Upon retirement from District 99 licensed employees may enroll in an insurance program of their own choosing. The district shall reimburse a retiree for the cost of insurance in an amount not to exceed $375.00 per month. This benefit ceases if the retired employee turns age 65 or becomes eligible for Medicare within five (5) years of the employee's retirement. If the retired employee does not turn age 65 or does not become eligible for Medicare within five (5) years of his/her retirement, the aforementioned insurance reimbursement shall be increased to $400.00 per month and continue until the retired employee turns age 65 or becomes eligible for Medicare. The retiree must furnish the district with evidence of the cost of her/his insurance premium. In lieu of the above, retirees, subject to the approval of the Insurance carrier, may choose to continue to participate in the District's regular insurance program until age 65 or Medicare eligibility provided they pay an amount equal to that being paid by the Board on behalf of its employees.

E. In addition to the above, a teacher who announces his/her retirement during the term of this contract and who will retire within one to four years of said announcement, may elect to have the BOARD pay to him/her five and one-half percent (5.50%) of the Teacher's previous year's creditable earnings as reported to TRS for each of his/her last one to four years of employment or the maximum allowable salary increase pursuant to TRS regulations without the District incurring a retirement penalty. If the retiree voluntarily leaves an extra duty position or is removed for cause, an appropriate downward adjustment shall be made. If a paid program,

duty or activity which the teacher worked in the previous year is unavailable the following year, no monetary adjustment shall be made to the retirees' salary in accordance with this provision; however, the District may assign the teacher to internally substitute, not to exceed 10 periods, so that the Teacher works approximately the same number of hours as he/she worked extra duty the previous year in the program, duty or activity. No new extra duty stipends or creditable earnings may be earned by an employee once the employee has notified the District of his/her intent to retire. The District shall maintain records for the individual's required extra duty assignments which the individual is required to perform in order to receive the incentive above. If an individual does not perform the required amount of extra duty assignments necessary to receive the incentive above, his/her salary and creditable earnings shall be reduced accordingly for that year.

F. Eligibility and Limitations

1. A Teacher must have at least ten (10) years of consecutive teaching experience in District 99, immediately prior to participating (receiving benefits) in the retirement program to be eligible for the benefits provided in XII.C.

2. A Teacher must be eligible to retire under the provisions of the Teacher Retirement System.

3. The BOARD shall grant up to twenty (20) retirement requests per year under the provisions of XII.C. The BOARD may grant more than twenty (20) requests.

4. Teachers must notify the Board of their intention to utilize the benefits of XII.C. by the 1st of March prior to the school year when they will begin to receive benefits provided by XII.C. Eligible teachers who wish to begin the benefits of XII.C. in 2021-2022 school term will have until March 1, 2022 to notify the Board.

5. Teachers who elect an option of less than four (4) years shall be entitled to a five and one-half percent (5.50%) increase in their previous year's salary for each year of their remaining employment.

G. In order to activate the above-listed benefits, a Teacher must submit an irrevocable letter of retirement in accordance with the provisions of this section. The Board may waive the irrevocable letter of retirement if the teacher experiences a life altering event. A life altering event shall include but not be limited to the death or disability of a spouse, the death or disability of a parent or child, a divorce, a disabling illness or injury to the teacher, the loss of an employment opportunity, or a natural disaster that results in significant financial loss. In the event a teacher is allowed to revoke, any stipends or other amounts in excess of what her/his salary would have been without the incentives specified in this Article shall be repaid to the District within two (2) years of the revocation's approval by the Board.

H. No teacher may receive the retirement benefits of this Agreement for more than four (4) years beyond expiration of this contract.

I. If the State of Illinois enacts an Early Retirement Incentive (5+5) during the life of this agreement, the BOARD and UNION shall meet and negotiate the implementation of the said 5+5 retirement plan.

J. If, during the term of this agreement, any legislation and/or TRS rules/regulations are enacted or not re-enacted and/or adopted or amended that result in a greater cost to the district than the costs generated by this Agreement, the parties agree to meet and re-open this Agreement for retirement purposes ONLY, to negotiate an alternative program which meets the legally required mandates of Illinois TRS.

K. At Teacher's written request, the Assistant Superintendent for Finance and Operations shall cooperate in assisting Teachers in their making payments to the Teachers' Retirement System at the Teacher's expense when illness occurs for any extended period of time beyond sick leave accumulated by the Teacher.

## XIII. MISCELLANEOUS

A. The Teachers' lounges and lunchrooms shall be for the use of school employees during the school day except when needed for special purposes.

B. 1. The Superintendent or designee shall meet monthly during the school term with the District UNION's Professional Issues Committee of not more than three (3) members to discuss matters of educational policy and the implementation of the Master Agreement. The Superintendent may have members of his Administrative Staff present at such meetings. Such meetings shall be held monthly at a time that is convenient to the members of the Teachers' Professional Issues Committee and the Superintendent or designee. Minutes of the meeting will be made available to both parties.

2. The Principal of each school shall meet at least once each month with the UNION's Professional Issues Committee of the Building consisting of not more than four (4) members to discuss matters of educational policy and the implementation of the Master Agreement as they affect the particular school. Such meeting shall be held at a mutually agreeable time other than during the regularly scheduled class day.

C. 1. Distribution of Teachers' paychecks shall be made on Friday at intervals of two week periods. All Teachers hired to start work at the beginning of the 1999-2000 school year or after will be placed on twenty-six (26) paychecks for each school year. All Teachers hired prior to the 1999-2000 school year will be allowed to stay on their current paycheck distribution.

2. The Stipend for National Board Certification shall be paid no later than the last paycheck in October each year if funding is available.

D. Upon written request the BOARD shall make available to the UNION at the reasonable convenience of the Business Office, all statistics, records and public information relevant to

negotiations.

E. The UNION President will be furnished a copy of the final agenda of each regular and special BOARD meeting at the same time the agenda is sent to all BOARD members. The UNION may request to be placed on the agenda of the BOARD at any duly scheduled or called meeting or any adjournment thereof. Such request shall be made by the UNION in writing stating the purpose therefore and shall be filed with the Superintendent at least seven (7) days prior to such meeting. The BOARD, however, reserves the final right to determine the contents of its agenda.

F. The UNION President, upon request, shall be furnished with any current information concerning the financial condition of the School District, including its annual audit, a monthly statement of position, the budget as adopted, and such revenue projections as may have been prepared by the Assistant Superintendent for Finance and Operations. Other information concerning monetary considerations, working conditions, and policies shall be provided to the UNION upon request providing such material has been theretofore furnished to each of the BOARD Members and the Superintendent.

G. After the annual tentative budget has been adopted and placed on file for the next school year, the UNION shall be given the opportunity to meet with the Administration to offer constructive suggestions concerning relevant budgetary matters. Thereafter, should the UNION desire to discuss any such matters with the BOARD prior to the adoption of the final budget, the BOARD or a committee thereof shall meet with the UNION upon its request at a mutually agreeable time.

H. The BOARD and UNION agree to establish a salary committee ("Salary Committee") during the 2021-2022 school year. The Salary Committee shall meet to discuss matters of compensation. This provision shall terminate upon the expiration of this Agreement.

I. Where in this Agreement words indicating the singular number appear, such words shall be construed as indicating the plural number where the context indicates the propriety of such use. If any clause, phrase, provision, or portion of this Agreement or the application thereof to any person or circumstance shall be invalid under applicable law, such event shall not affect, impair, or render invalid any other clause, phrase, provision, or portion hereof, nor shall it affect the application of any clause, phrase, provision, or portion hereof to other persons or circumstances except as herein otherwise provided the term days shall mean teacher attendance days.

J. Co-Teaching, Team Teaching and Class Splits

a. The Administration will seek volunteers to participate in the team-teaching program prior to requiring a Teacher to become a member of a team.

b. If a class is split, due to the absence of a classroom teacher, but not the absence of a co-teacher, the receiving teacher will receive internal substitute pay per period in addition to his or her regular salary.

K. When students or classrooms must be switched due to size or space, Teachers shall be notified at least one week in advance. Exceptions can be agreed to by the Administration and UNION. When such a switch is necessitated, the following guidelines shall be followed:

1. The switch is to occur after the six-day enrollment.

2. If the Teacher is changing classrooms and/or receiving five (5) or more new students, at one time, due to classroom reorganization, he/she will be provided with additional planning periods to assist him/her in the change. The number of additional planning periods needed are to be mutually agreed upon by the school administrator and the UNION/Teacher but in no case shall they receive in excess of five (5) planning periods.

L. The Administration will survey the faculty to assess current and new programs.

M. The BOARD shall provide clerical services in each building for assistance in preparation of Teacher materials.

N. The BOARD shall endeavor to provide adequate off street parking for all employees. In lieu of off-street parking the BOARD shall attempt to secure special stickers to permit employees to park on the street during school hours.

O. The BOARD shall schedule the winter/December break in such a manner as to include three (3) weekends within the break.

P. The BOARD shall arrange for a copy machine in each school building. While it is preferable that office clerical staff prepare materials for Teachers, all Teachers shall have access to the copy machine for the purpose of preparing classroom assignments, projects, etc. within building quotas.

Q. The District will make an effort to provide CEU opportunities for social workers.

R. Any teacher who is required, by the administration, to translate a building announcement, flier, and/or school newsletter shall receive one (1) hour of pay at the extra-duty rate per assignment. The minimum stipend shall be the payment for one hour.

IN WITNESS WHEREOF, the parties hereto, after due authorization have executed said Agreement in duplicate by their duly authorized officers on the day and year first above written at Cicero, Illinois. This Agreement terminates all prior Agreements between the parties.

BOARD OF EDUCATION
CICERO SCHOOL DISTRICT 99,
COOK COUNTY, ILLINOIS

President

5/19/2021
Date

Secretary

5/19/2021
Date

CICERO COUNCIL
WEST SUBURBAN TEACHERS UNION
LOCAL 571
AMERICAN FEDERATION OF TEACHERS

Rachel Esposito
President

5/28/21
Date

Secretary

6/4/21
Date

Exhibit A
2021-2022

| STEP | BA | BA+15 | BA+30 | MA | MA+15 | MA+30 | MA+45 | MA+60 |
|---|---|---|---|---|---|---|---|---|
| 1 | $50,030 | $50,917 | $51,930 | $52,943 | $53,957 | $54,970 | $55,983 | $56,996 |
| 2 | $51,656 | $52,571 | $53,618 | $54,663 | $55,710 | $56,756 | $57,803 | $58,848 |
| 3 | $53,335 | $54,280 | $55,361 | $56,440 | $57,521 | $58,601 | $59,682 | $60,761 |
| 4 | $54,934 | $55,908 | $57,022 | $58,134 | $59,247 | $60,360 | $61,472 | $62,585 |
| 5 | $56,582 | $57,586 | $58,731 | $59,878 | $61,024 | $62,169 | $63,317 | $64,462 |
| 6 | $57,714 | $58,736 | $59,906 | $61,076 | $62,244 | $63,413 | $64,584 | $65,751 |
| 7 | $58,870 | $59,911 | $61,103 | $62,297 | $63,490 | $64,680 | $65,874 | $67,067 |
| 8 | $60,046 | $61,111 | $62,328 | $63,542 | $64,757 | $65,975 | $67,191 | $68,406 |
| 9 | $61,954 | $63,068 | $64,338 | $65,610 | $66,880 | $68,150 | $69,421 | $70,691 |
| 10 | $63,911 | $65,073 | $66,085 | $67,731 | $69,058 | $70,387 | $71,712 | $73,041 |

## Exhibit B
## EXTRA DUTY & EXTRA-CURRICULAR PAY RATES

| ACTIVITY | |
|---|---|
| Coaching (per sport) | $2,500.00 |
| Robotics | $2,500.00 |
| Intramurals w/o Coaching (5-8) | $2,000.00 |
| Game Officials: Referees/Umpires – per match/game | $65.00<br>$65.00 |
| Bench Officials: Scorers/Timers – per match/game | $50.00<br>$50.00 |
| Band and Orchestra | $5,000.00 |
| Student Council Advisor K – 8/<br>Unity Yearbook Advisor | $1,800.00 |
| Consulting Teacher -- Per sixty (60) minutes; prorated | $45.00<br>$45.00 |
| Tutoring – Homebound; Per sixty (60) minutes; prorated | $60.00 |
| Extra-Duty: For duties approved by the administration, including Art, Music, Technology/Media; before and after school programs, extended day; Broadcasting Advisor; National Jr. Honor Society; Service Club; elementary school yearbook advisor; any additional activity/club approved by the administration; Per sixty (60) minutes prorated | $30.00<br>$30.00 |

The Board reserves the right to determine the need to fill extra duty positions. If assigned to an extra duty position, employees shall have no expectation of continued assignment to such position(s) in future years.

An individual who accepts an assignment and works an activity that is listed on Exhibit B that is paid at an hourly rate on a per hour basis shall be paid for any hours worked in the next pay period following the submission of his/her time card to the appropriate supervisor for the specified activity.

An individual who accepts an assignment and works an activity that is listed on Exhibit B that is paid a flat rate shall be paid for the stipend work upon completion of the assignment if the stipend assignment is commenced and completed in one quarter. For an assignment which is commenced in one quarter and completed in a different quarter/semester during a school year, the individual shall be paid his/her stipend in equal quarterly increments (based upon the length of the stipend activity and start/end of the stipend activity). Payment will be made to the individual at the end of each quarter.

The final payment for stipend activities which span more than one quarter will be made at the earliest pay date after the conclusion of the stipend activity.

Paid as a separate check and not added to base wages.

When an employee uses his/her automobile for School District purposes and such use first has been authorized in writing by the School Principal or the Superintendent or his/her designee, such employees shall be reimbursed at the current I.R.S. rate for such car usage or at the common carrier rate for such reimbursement.

When an employee uses his/her automobile for School District purposes after regular school hours or on a day when school is not in session, he/she shall likewise be reimbursed at the rate hereinabove quoted provided prior approval has been authorized by the Superintendent or his/her designee