



2018-2021

BARGAINING AGREEMENT

between the

MINOOKA CCSD #201 BOARD OF EDUCATION

and the

MINOOKA ELEMENTARY EDUCATION ASSOCIATION

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THIS AGREEMENT entered into on the 29th day of May, 2018, by and between the Board of Education of Minooka School District #201, Grundy, Will, and Kendall Counties in the State of Illinois, (hereinafter referred to as the "Board") and the Minooka Elementary Education Association/IEA-NEA, (hereinafter referred to as the "Association") as follows:

I. INTRODUCTION

A. Recognition

1. It is mutually agreed that the Association is hereby recognized as the sole and exclusive bargaining agent with regard to wages, hours, and terms and conditions of employment for the following employees (hereinafter referred to as "teachers"): All certified or professional non-supervisory personnel (Illinois Labor Relations Board document, January 23, 1985).
2. The Association acknowledges that it has no authority to bargain with regard to matters of inherent managerial policies.
3. The Association acknowledges that it does not represent the Superintendent, Building Principal(s), substitute teachers, all certified/non-certified non-teaching personnel, teacher aides with or without teaching certificates, as well as any other employee who is supervisory, managerial, short term and/or confidential as defined by Public Act 83-1014, its amendments, or its rules, nor does the Association represent those teachers and other personnel who are employed and/or supervised by any cooperative agency whose duty is to serve the Board.

B. Scope

1. It is the intention of this Agreement to provide for an effective and continuing means of communicating between the Teachers represented by the Association, and the Board and its Administration.
2. This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practice, between the School District and the Association and constitutes the entire Agreement between the parties.
3. Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect.

4. It is also agreed that the Association will not require the Board to bargain over matters of inherent managerial policy, including but not limited to, standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees or with respect to any matter listed in Article 1(C).

C. Management Rights

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, including, but without limiting the generality of foregoing the right:
 - a) To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its employees;
 - b) To direct the work of its employees, determine the time and hours of operation, except as limited by the specific terms of this agreement;
 - c) To determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services, except as limited by the specific terms of this agreement;
 - d) To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such employees, except as limited by the specific terms of this agreement. It is mutually agreed that in order to achieve the learning objectives established by the Board, the classrooms must be staffed by competent, professional employees;
 - e) To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;

- f) To build, move or modify facilities; establish budget procedure and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency;
- g) To be involved in negotiations during the life of this Agreement on the impact of any permissible management action; and
- h) This list is not meant to be exclusive or to limit the Board's powers but such is merely an illustration of the Board's management abilities and rights.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board in the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the State of Illinois and of the laws of the United States.

II. GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - Grievance means any claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of the terms of the Agreement.
2. Days - Days means days on which the District Office is open.

B. Right to Representation

1. An Association representative may be present at any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented beyond Step One. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the of the Association, provided the Association has a right to be present at such adjustment, receive a copy of the grievance(s) and decision(s), and that such adjustment cannot be inconsistent with this Agreement.
2. The Administration shall have the right to have another Administrator and/or representative present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented.

C. Procedure

1. The parties hereto acknowledge that it is usually most desirable for a grievant and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as follows:
2. Initiation
A grievance may be filed in writing within thirty (30) days of the occurrence of the event which initiated the grievance or when the grievant reasonably would have had knowledge thereof. Failure to file within the time limits prescribed herein constitutes a waiver of the right to file for that particular occurrence. The written grievance shall state the clause or clauses of the contract allegedly violated and the proposed remedy requested.

3. Step One

The grievant shall present the grievance in writing to the supervisor immediately involved who shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The supervisor shall provide the grievance and the Association with a written answer to the grievance within ten (10) day of the meeting.

4. Step Two

If the grievance is not resolved in Step One, the Association may appeal the grievance to the Superintendent. Such appeal must be filed within ten (10) days after receipt of the Step One answer. The Superintendent or his/her official designee shall arrange for a meeting to take place within ten (10) days of receipt of the appeal. Each party shall have the right to include in its representation such witnesses and representatives as it deems necessary to develop fact pertinent to the grievance. Upon conclusion of the hearing the Superintendent shall have ten (10) days in which to provide his written decision to the Association.

5. Step Three

If the grievance is not resolved at Step Two, the Association may appeal the grievance to binding arbitration. Such appeal must be filed within fifteen (15) days of the Step Two response. If the parties cannot agree on an arbitrator or an arbitration procedure within ten (10) days of the appeal the American Arbitration Association shall be requested to act as administrator of the proceedings according to its Voluntary Labor Arbitration Rules.

- a) Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the AAA shall be divided equally between the parties.
- b) If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the cost of two (2) transcripts shall be divided equally between the parties. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the parties.
- c) Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which had not previously been disclosed to the other party during the previous steps.
- d) The arbitrator shall have no power to nullify, alter, amend, ignore, add to or subtract from the provisions of this Agreement. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of the Agreement.

D. Other Conditions

1. Bypass

By mutual agreement of the Association and the District any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

2. Class Grievance

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

3. Grievant and Association Cooperation

The grievant and Association shall not interrupt the instructional and regular duties of the teachers within the District in the investigation of any alleged grievance. However, this does not restrict the right of Association representatives to otherwise investigate and prepare grievances.

4. Release Time

Should attendance at a grievance hearing require that a teacher and/or an Association representative be released from his/her regular assignment, she/he shall be released without loss of pay or benefits. However, the cost of any necessary internal substituting or hiring of a substitute shall be reimbursed to the District by the Association.

5. Timelines

Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any further appeal. Failure of an Administrator to so respond will permit the grievant to move to the next step.

6. Extension of Time Limits

An extension of the time limits may be made by mutual consent.

7. Settlement

A grievance may be settled or withdrawn at any time without establishing precedent.

8. Exhausting Remedies

The Association will make every responsible effort to encourage teachers to exhaust this grievance procedure before commencing any proceeding in any state or federal court or administrative agency when changing the Board and/or Administration with an act which reasonable could also be claimed to be a violation of this Agreement. In the event a member and/or the Association shall be barred from any remedy of the grievance procedure. Any grievance previously filed shall be considered withdrawn permanently upon the commencement of such a proceeding.

9. No Reprisals

No reprisals of any kind shall be taken by the grievant and /or the Association against any teacher because of his/her participation or lack of participation in a grievance.

III. LEAVES

A. Sick Leave

1. Full-time teachers shall be provided sixteen (16) days of sick leave per year. Teachers may take such leave described in this paragraph without loss of pay. A teacher shall be provided his/her full annual allotment of sick leave upon the teacher beginning work for the year. In the event a teacher has been absent at the beginning of the year and has no accumulated sick leave, the teacher may apply and be granted retroactive use of sick leave for such absences upon the teacher's return to work during that school year.
 - a) Unused sick leave may be accumulated without limit.
 - b) Part-time teachers and teachers taking any unpaid leave during the school year will receive prorated sick leave as calculated by the Business Office using a Prorated Leave Calculation Form.
 - c) Sick leave will be granted for serious illness or death in the immediate family or household. Immediate family includes: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardian.
 - d) Employees may use two (2) days for Bereavement Leave connected with the death of an immediate family member. If not used, these days do not accumulate, nor are they converted to sick or personal leave.
 - e) Teachers may use sick and/or personal leave days to attend the funeral of any relative not included in the definition of immediate family contained in paragraph 3 of Section A of this Article. A teacher may also use sick or personal leave days to attend the funeral of a non-relative provided such attendance does not adversely affect the operations of the school district.
 - f) The School Board may require a physician's certificate due to an absence for personal illness as authorized by the Illinois School Code and the law of Illinois.
 - g) The School Board shall maintain a complete accounting of each teacher's sick leave days and shall notify each teacher thereof before the termination of the current school year.

B. Personal Leave

1. Personal leave shall consist of two (2) days per year for full-time teachers. Part-time teachers and teachers taking any unpaid leave during the school year will receive prorated personal leave using the same process outlined in 3.1.A. Personal leave shall be defined as a matter that can only be attended to during the regular school day.
 - a) Application for the use of personal leave should be made to the administration twenty-four (24) hours in advance except in the case of an emergency. An emergency application shall set forth the nature of the emergency.
 - b) No more than four (4) teachers in a building may take personal leave on the same day except in an emergency.
 - c) Personal leave shall not be taken immediately before or after a holiday, winter break, spring break or the first and last three (3) days of the school year, unless the teacher has received prior approval from the Superintendent, or his or her designee, in his/her discretion to grant such leave in an emergency situation or for other valid reasons. The application for such leave as described in this paragraph shall be in writing and shall state the reason for the requested leave.
 - d) If any of these personal days are not taken, up to a maximum of two (2) days shall be carried over to the next year as personal leave days so that a teacher may have a maximum of four (4) personal leave days to use in one year. All other unused personal days shall be converted to sick leave days. Unused personal leave days shall be converted to sick leave prior to the start of the following school term.
 - e) The administration reserves the right to deny a personal leave day if a serious disruption of the educational program would result.

C. Leave of Absence

1. A leave of absence without pay may be granted to a teacher by the Board of Education for a period of one year or less at the request of the teacher and upon the recommendation of the Superintendent.

2. A teacher desiring a leave of absence shall notify the Superintendent, in writing, of his/her desire to take such leave at least thirty (30) days prior to the date on which the leave is requested to begin, if possible, taking into consideration such factors as pregnancy, illness, adoption and other conditions which may require shorter notice. The Superintendent and teacher shall mutually agree, if possible, upon the date on which the teacher is to return to work.
3. The teacher shall have the right to specify commencement of such leave with termination of the leave to be mutually agreed upon, if possible, taking into consideration the continuity of instruction and medical factors to the maximum possible degree. If the parties are unable to agree as to the termination date of the leave then the leave shall end on the first anniversary of its commencement. An employee who is on leave shall notify the Superintendent of his/her intent to return or not return at the start of the following school year by March 1 of the current school year in writing. Failure to notify the Superintendent of his/her intent to return prior to March 1 shall be considered a resignation.
4. The Superintendent or designee shall confirm approval of the leave of absence in writing to the teacher as soon as practicable once the parameters of the leave have been set. Such confirmation shall include a reminder to the teacher that failure to notify the Superintendent of his/her intent to return at the start of the following school year prior to March 1 of the current school year shall be considered a resignation.
5. The granting or denying a leave of absence shall not be precedential with respect to granting or denying any other leave of absence for the teacher requesting the leave or any other teacher. An employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional sick leave until the employee returns to service. An employee on leave of absence shall have the right to continue his/her health insurance coverage at the employee's expense provided the employee complies with all applicable COBRA regulations and procedures of the insurance carrier.

D. Leaves of Absence for Extracurricular Positions

1. A leave of absence without pay may be granted to a tenured teacher from his/her coaching duties by the Board of Education at its discretion for a period of one year or less at the request of the teacher and upon the recommendation of the Superintendent. The granting or denying of leave shall be non-precedential. Any employee on an approved leave of absence that also holds an extracurricular position (coaching, sponsor) will also be on leave from the extracurricular position. Upon return from leave the employee will be reinstated in the extracurricular position, unless the timing of the leave termination would unduly impact the extracurricular activity, in which case the employee would be reinstated the following school year.

E. Emergency Leave

1. Teachers shall be provided one day of emergency leave without pay provided that notification is given to the Superintendent or designee prior to the taking of said leave. No more than two persons per building will be allowed to exercise this privilege on the same day.

F. Sick Leave Bank

1. A sick leave bank shall be established to provide sick leave benefits to members of the bank who incur a prolonged, life-threatening personal illness or injury. Any full-time teacher is eligible for membership in the bank.
2. A teacher shall be eligible for the bank beginning the first employment day of the third full year of employment by the district. The review committee shall notify, in writing, each newly eligible teacher of his/her eligibility to participate in the bank prior to the start of such year. Upon such notification, the teacher shall have fifteen (15) working days after the start of the year to elect to participate in the bank.
3. Teachers electing not to join the bank by the required time, or resigning from the bank, shall be ineligible for its benefits at any other time.

4. Membership in the bank is automatically terminated upon effective dates of resignation, retirement, or dismissal. Any granted leave shall be considered as a leave from the bank as well. Upon returning to full time employment, all benefits will be reinstated and that individual will be assessed only the current year's donated day(s), if any.
5. Participating members shall have deducted from accumulated sick leave, two (2) days of credited sick leave as their initial contribution to the bank. An additional day shall be donated by the members anytime the bank falls below 100 days. Such donation will take place at the beginning of the next school year.
6. During the term of this contract, all members of the bank, employed ten (10) years or more in the district shall have the right to voluntarily donate their unused accumulated sick leave days to the bank upon termination by resignation or retirement.
7. A member shall not be eligible to draw on the bank until the member has depleted all his/her accumulated sick leave days and personal leave days and has been absent for a continuous period of twenty (20) school days.
8. Applications for use are submitted to the Superintendent for review by a committee consisting of the Superintendent, local Association president, and a mutually agreed upon person at large from the Association. Members shall produce a doctor's written note to prove the need of sick leave. The decisions of this committee shall be final.
9. Requests for sick leave bank usage shall be in accordance with the School Code and local contract definitions.
10. Bank usage shall be limited to a continuous personal illness or injury of five (5) work days or more. No member may use more than twenty-five (25) school days per year. The total bank usage shall not exceed one hundred (100) school days per year. Application for bank usage will include a physician's statement as to the nature of the illness. Bank usage may be allowed more than one time per year.
11. After a grace period of one year, each member who has used the bank must replace 50% of the days used by donating 50% of his/her unused sick and personal days per year he/she has left at the end of each year until the debt is paid.

12. Exclusions: Any illness or injury covered by Workman's Compensation.

IV. WORKING CONDITIONS

A. Non-school Employment

1. No staff member may engage in other job-related activities during the workday.

B. Reimbursement for Course Work

1. Reimbursement for courses from an institution accredited by a regional accreditation association (i.e., North Central Accreditation Association), upon prior approval by the Superintendent shall be as follows:
 - a) Up to \$150.00 per credit hour if the course is in the teacher's current assigned subject area or as recommended by the school administration.
 - b) Up to \$150.00 per credit hour for undergraduate or graduate courses to upgrade classroom and teaching skills as determined by the school administration, shall be paid for by the district.
 - c) Reimbursement for up to fifteen (15) credit hours per fiscal year (last day of class between July 1 and June 30 annually) will be made for an approved course(s) upon the receipt of a grade card or an unofficial or official transcript from the university. In addition, a paid receipt for the cost of tuition or other evidence of payment of tuition is required for reimbursement.
2. In a situation of demonstrated deficiency, a teacher may be required by the employer to pursue a particular academic course to strengthen his/her background for assigned job responsibilities. In such cases, a teacher shall be reimbursed for all employer required course work tuition.
3. Registration for coursework (including workshops and webinars) is the responsibility of the teacher.

C. Mileage Reimbursement

1. Should a teacher be required to use his/her personal vehicle for school business, mileage from the school to the destination and back to the school will be reimbursed at the current IRS rate per mile. If a school car is available, no reimbursement shall be made.

D. Unauthorized Absence

1. Unauthorized absent days not covered under personal days or sick leave will be deducted at 1/182 of the teacher's annual salary, with the Board of Education paying the substitute teacher.

E. Internal Substitute Assignment

1. Each teacher shall have the right to refuse one request per year by the building principal of an internal substitute assignment. If the assignment is accepted, the pay shall be in accordance with the Extracurricular Salary Schedule. The building principal shall attempt to make internal substitution assignments on an equitable basis.

F. Supervision of Student Teachers

1. Stipends paid by a higher education institution for the supervision of student teachers shall be paid to the supervising classroom teacher.

G. Work Day/Work Hours

1. The regular work day for full-time bargaining unit members shall not exceed seven (7) hours and forty-five (45) minutes on a flex schedule as described herein. At no time shall a teacher be required to begin the work day before 7:00 a.m. and at no time shall a teacher be required to work later than 3:45 p.m. during a regular workday. Teachers must arrive at least fifteen (15) minutes prior to the start of the student day and may leave ten (10) minutes after the end of the student day provided the teacher remains for the full seven (7) hours and forty-five (45) minutes of the workday. The normal student day shall be no longer than six (6) hours and fifty (50) minutes at all schools.
2. Part-time employees are employees who work less than seven (7) hours and forty-five (45) minutes during a regular work day or employees whose work year is less than the regular work year outlined in 4.L. Part-time employees are required to attend all teacher institute days, school improvement days and parent-teacher conference days.
3. Teachers may be assigned supervision duties by administration during the work day.

4. Teachers shall be provided a duty-free lunch period of no less than thirty (30) minutes in length as required by Section 24-9 of the Illinois School Code during which the teacher is not required to remain on school property.
5. Teachers shall also be provided a minimum of 225 minutes of preparation time during a regular five (5) day week between the required staff arrival and dismissal times at the PreK-5 level and one junior high class period daily at the 6-8 level.
 - a) Meaningful preparation time is defined minimally as at least one 20-minute block of time.
 - b) Professional meetings will occur no more frequently than twice per month, unless circumstances dictate the necessity of more frequent meetings. When appropriate the building administrator will provide release/flex time to teachers. Teachers required to attend five (5) or more IEP/Annual Review meetings in the same week shall be provided with a half-day (0.5) release to prepare.
 - c) Traveling teachers who do not receive their minimum minutes of preparation time shall be reimbursed for such lost preparation time at their hourly per diem rate, based on 15 minute increments.
 - d) Teachers who give up their regular planning period for an entire term in order to teach an additional class period / section will be paid an additional stipend equal to their prorated rate times the number of additional minutes of teaching time. These assignments will be offered on a voluntary basis.
6. Faculty meetings may be scheduled no more than two (2) times per month and may exceed the normal work day. Faculty meetings shall be no more than thirty (30) minutes in length. Both parties acknowledge that special circumstances may require additional or longer meetings.
7. On Fridays, days before holidays, early pupil dismissal days, and days when teachers attend evening student activities, teachers shall be free to leave ten (10) minutes after students are dismissed. In addition, teachers may apply, at least 24 hours in advance if possible to leave ten (10) minutes after students are dismissed in order to attend approved college credit courses, medical appointments, or personal parent/teacher conferences.

- a) Teachers are required to work a full day on all School Improvement Days, even if the day meets one of the conditions listed above.
8. Prior to any modification of the school work day for parent-teacher conferences, in-service days, faculty meetings, and open house/expectation night, the Association shall be able to provide input to the Superintendent through the Meet and Confer Committee and the Calendar Committee to establish times for the activities listed above.
- a) The regular-work day shall not be extended more than ninety (90) minutes on days on which open house/expectation night is scheduled.
 - b) Parent-teacher conferences shall not exceed nine and a half (9 ½) hours in the fall and six and a half (6 ½) hours in the spring when the Academic Calendar has conferences scheduled during the day in both the fall and spring. In the event that the approved academic calendar for a given year has two full days of non-student attendance for parent-teacher conferences in the fall, parent-teacher conferences shall not exceed twelve (12) hours in the fall and four (4) hours in the spring.
 - c) The first student day of the school year will be a full day and the last student attendance day shall be a five (5) hour day for students and teachers.

H. Personnel Files

1. Current employment records of all District 201 personnel shall be maintained by the Superintendent or his designee and housed in a central file in the administrative office. The District shall keep one central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee. Upon appropriate request, an employee may inspect his personnel file(s) subject to the following:
 - a) Inspection shall occur during non-duty hours, including lunch, at a time and in a manner mutually acceptable to the employee and the administration. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such a grievance may have a representative present during such inspection. In all cases, the Superintendent or his designee shall be present when a file is being inspected.

- b) Copies of materials in an employee's personnel file shall be provided the employee upon request if such materials are not confidential. The employees shall bear the cost of duplication established at the rate of five (.05) cents per page.
- c) Pre-employment information, e.g., reference checks and responses, or information provided the administration with the specific request that it remain confidential, shall not be subject to inspection or copying.
- d) The Board may place materials in a teacher's file and take action within thirty (30) work days from the date the Board should have reasonably become aware of the occurrence. Materials exclusive of the evaluations provided in Article 7 will not be placed in the file more than thirty (30) work days from the occurrence. No materials shall be placed in the file unless the employee has had an opportunity to read such material. The employee shall acknowledge that he/she has read any materials by affixing his/her signature on the copy to be filed.
- e) Within twenty (20) school days following the date any material is entered into the employee's personnel file, the employee shall have the right to respond and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that he/she read the material. A copy of the response will be provided to the immediate supervisor. Teacher responses to evaluation reports shall be in accordance with Article 7, Section D, Paragraph 2.

I. Seniority

1. Seniority shall only be defined as the length of a bargaining unit member's full-time service as a tenured teacher within the District. The first day of seniority shall be defined as the first day upon which duties are first performed as a teacher in contractual continued service (tenure). Teachers who teach or are on paid approved leave of absence for 130 or more days in a year shall be credited with one year's seniority. Teachers who teach or are on a paid approved leave for less than 130 days but more than 84 days in a year shall be credited with one half (1/2) year's seniority. Teachers who teach or are on a paid approved leave for less than 85 days in a year shall not receive seniority credit.

2. Seniority will accrue during any approved paid leave of absence, but seniority shall not accrue during an unpaid leave of absence. Seniority will not be interrupted due to excused absences. Seniority shall be interrupted for any unexcused or unauthorized absence in excess of five (5) school days. Seniority shall also not accrue for any teacher who is in a probationary status.
3. Teachers who are promoted or transferred out of the bargaining unit, and subsequently returned to the bargaining unit without a break in service, shall have their seniority computed the first day of continuous contractual employment, but will not be credited with any credits for any time spent outside the bargaining unit.
4. In the event District seniority is equal between employees, the following procedures are to be utilized as a tie breaker:
 - a) Previous experience credit inside and outside the District which is allowed for credit on the salary schedule.
 - b) Education beyond the Bachelor's Degree which is allowed for salary credit.
 - c) Hire date per Board approval.
 - d) Any further ties to be broken by drawing of lots.
5. Seniority shall be lost if the teacher 1) voluntarily quits; 2) is discharged by the District; 3) retires; 4) otherwise terminates his/her employment relationship with the employer.
6. The above Sections in this Seniority Article are for the purpose of defining seniority only. They are not to be in any way utilized for the determination of tenure status.

J. Teacher Absences

Teachers who will be absent for illness should notify the Building Principal or his/her designee no later than one (1) hour prior to the time they are to report to work to indicate they will not be reporting for work and log the absence into the online reporting tool. It is desirable to notify the Principal the night before if possible.

K. Lesson Plans

Each teacher shall have complete lesson plans one (1) day in advance for each day's work and have them available prior to the beginning of the 1st hour of class each morning. These plans should include specific page numbers and sufficient information for a substitute teacher to carry on with the regular lesson. In addition, each teacher shall have a substitute teacher folder readily available with current meaningful emergency lesson plans for a minimum of two (2) days.

L. Work Year

1. The teacher work year shall consist of one hundred eighty-two (182) days of which one hundred seventy-four (174) days shall be student contact days, two (2) shall be parent/teacher conference days, and six (6) shall be institute or inservice days. A minimum of two and a half (2 ½) days of the six (6) institute days shall be designated as teacher work days, one and a half (1 ½) days of the teacher work days at the beginning of the school year and the other day shall take place at the conclusion of the school year. On these days the teachers shall be given time to prepare classrooms for students and/or in preparation for school closing. All School Psychologists, Speech Language Pathologists, Social Workers and School Counselors will have the same 182-day contract; however, they may exceed the 182-day contract on a per diem basis, up to 190 days, as deemed necessary by Administration. Licensed School Nurses may exceed the 182-day contract on a per diem basis up to 197 days as deemed necessary by Administration.
2. School Improvement Plan (SIP) days will be used for activities that target work to raise achievement for students; such activities may include professional study, professional development and growth, review of instructional strategies, analysis of assessment data, professional collaboration, and other activities designed to improve the overall performance of the school or other necessary activities. Administration will request input from teaching staff and/or school improvement teams when planning activities.

M. Meet and Confer Sessions

1. Representatives from the MEEA Executive Board and Bargaining/Table Team and District Administration will meet a minimum of four (4) times a year including the months of October, December, March and May. Additional meetings may be scheduled by mutual consent.

2. Meetings will take place prior to the regularly scheduled Board meeting for the purpose of discussing the administration of the contract and to resolve issues that may arise. These meetings are not intended to bypass negotiations or the grievance procedure. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss.
3. Article 4.M. shall be subject to change or supplement at any time by mutual consent of the parties hereto. Meetings may be rescheduled with written notification but not cancelled indefinitely.

N. Representation Prior to Teacher Discipline

In the event a teacher action requires a conference that can reasonably be expected to result in a letter of reprimand or some other form of serious disciplinary action, the teacher will be informed of the nature of the conference and the right to a representative. Except in case of emergency, the teacher shall be provided at least twenty-four (24) hours notice of the conference in order to coordinate representation.

O. Teacher Discipline and Discharge Procedures

1. It shall be the responsibility of the Building Principal or immediate supervisor to hold a conference to advise a teacher of deficiencies, and signatures of both parties will be given to the teacher. A copy of the record will be sent to the Superintendent and a copy will be placed in the teacher's personnel file.
2. The Board of Education will not discipline or discharge any non-probationary/tenured teacher without the use of a progressive discipline procedure/. This will not prevent the Board from taking immediate action for unusual or severe circumstances.
3. Disciplinary action will progress, except for gross misconduct, in accordance with the following schedule. The sequence and the necessity for the following steps will be determined by the Superintendent depending on the circumstances of each case.

- a) Informal Meeting - may be reduced to writing but not a written warning
 - b) Verbal Warning - may be reduced to writing but not a written warning
 - c) Written warning - placed in the personnel file
 - d) Suspension - 1-5 days without pay, reduced to writing a placed in file
 - e) Discharge
4. This section does not apply to the non-renewal of probationary teachers due to performance issues and, furthermore, nothing in this section impacts or limits the Board of Education's legal authority to non-renew a probationary teacher at the end of a school year.

P. Student Discipline

Each teacher has the responsibility for the maintenance of discipline within the classroom. The Board shall endeavor to provide support and assistance, where feasible and appropriate, as determined by the Administration, to the teachers in such maintenance of discipline. Such support and assistance may include opportunities for professional development and consultation on behavior prevention and intervention strategies. This provision is not subject to the grievance/arbitration provisions on this Agreement.

V. TRANSFERS

A. Vacancies, Transfers and Promotions

1. The Superintendent or designee shall notify staff of all teacher and/or newly created positions as they occur. Such notices shall be accompanied by a statement of minimum qualifications.
2. Except in case of emergency, positions shall be posted for a minimum of five (5) days before any employment offer is made. When this emergency provision is utilized, Administration shall notify the MEEA President.
3. At the discretion of the employer, such vacancies in the bargaining unit shall be filled on the basis of experience, competency, and qualifications of the applicant and length of the applicant's service in the District.
4. "Continuous Service" is defined as service rendered as a permanent full-time or permanent part-time employee and member of the bargaining unit. Periods of service outside the bargaining unit, but in employment of Minooka CCSD #201, not to exceed twelve (12) continuous months, shall not interrupt continuous service.

B. Voluntary Transfer

1. Any teacher may apply for transfer to another position where a vacancy occurs. Such applications shall be in writing to the Superintendent and Building Principal. The interests and aspirations of the individual tenured teacher shall be considered in all transfers. If the Superintendent or designee denies the request for transfer of a tenured teacher, he/she shall set forth the reasons for the denial in writing.
2. Teachers interested in being considered for other positions will have the opportunity to notify Administration of their interest using an online survey. Each teacher applying for a transfer shall be interviewed. In-district candidates shall not be requested to submit the formal application.
3. The parties acknowledge that there may be instances involving multiple applications by the same teacher for which one interview per building will be sufficient as determined by the Administration.

C. Involuntary Transfer

1. It is recognized that unrequested changes in current teaching assignments or relocation of teachers to another building occur due to programmatic changes, realignment of schools, instructional requirements and for other reasons.
2. Except in cases of emergency, the administration shall notify the affected teacher by July 1 if the unrequested change in assignment or relocation to another building is to occur at the beginning of the school year or not less than twenty (20) working days prior to the change in assignment or relocation to another building if such change in assignment or relocation is to occur in the middle of the school year, with written reasons for the change in assignment or relocation.
3. A teacher may request a meeting with the appropriate administrator to discuss the unrequested change in assignment or relocation to another building and/or put said concerns in writing. If, after the meeting, the teacher objects, the teacher may request a meeting with the Superintendent.
4. If a teacher disagrees with the unrequested change in assignment or relocation to another building, he/she shall be allowed to take a one (1) year leave of absence.
5. Involuntary transfers occurring after August 1st will result in a one-time \$100 stipend paid to the affected teacher.
6. More than one (1) involuntary transfer in three (3) years will result in a \$200 stipend paid directly to the teacher.
7. A teacher that is involuntarily transferred because of insufficient enrollment will be offered the opportunity to return to the original position if the Administration adds the position back due to enrollment increases during the summer months. Such a transfer would be considered voluntary.

VI. ASSOCIATION RIGHTS

A. Dues Deductions

1. Any teacher who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee revokes said authorization between September 1 and September 15 of any years.
2. The Board shall deduct from each employee's pay the current dues of the Association provided the Board has received an authorization form.
 - a) Pursuant to such authorization, the Board shall deduct one-twelfth of such dues from the regular salary check of the bargaining unit member each pay period for twelve (12) consecutive pay periods beginning with the second pay check.
 - b) The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.
 - c) Employees hired after the start of the school year, pursuant to such authorization, the Board shall equally deduct such dues from the regular pay check of the bargaining unit member over twelve (12) consecutive pay periods or the remaining pay periods of the school year, whichever is less, beginning with the second pay period after the notice of authorization is filed with the district office.

B. Conferences and Visitation

Requests for access by the Association representatives to work areas of professionals represented by the Association will be granted by the Administration during duty free time of such employees provided all visitors obtain permission from the Superintendent's office or his/her designee before proceeding to their ultimate destinations.

C. Meetings

1. The President of the Association or the President's designee shall be given written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting. A copy of all approved minutes of open meetings shall be available online after they have been approved by the Board and printed.
2. The Association may send representatives to local, state or national conferences. These representatives shall be excused without loss of salary providing that the Association shall reimburse the District for the cost of the substitute(s). At least two (2) weeks prior to the requested leave date a written notification for leave shall be submitted to the Superintendent by the President of the Association. Such release time shall not exceed eight (8) Association days per school year in the aggregate provided that no more than four (4) teachers from the same building may attend any such conference on the same day.

D. Use of School Facilities

The Association and its representatives may have the right to use school buildings, facilities and equipment, providing prior authorization has been given by the Superintendent or his/her designee and the Association pays for extraordinary associated costs for the above items.

E. Posting

The Association shall have the right to post notices of activities and matters of Association concern on faculty lunchroom bulletin boards. The Association may use the District internal mail service and employee mail boxes for communication to bargaining unit members.

F. New Teachers

1. Names and addresses of newly hired teachers shall be provided to the Association within fourteen (14) days after their employment.
2. The Association President shall prepare a correspondence to be included with materials to be provided to new employees, including the Association's Membership Enrollment form. This correspondence will include contact information which the new employees may use to answer their questions regarding Association membership. At the request of the Association, up to sixty (60) minutes shall be made available during New Teacher Orientation.

G. Fair Share/Maintenance of Membership

1. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail expenses for collective bargaining and contract administration which appropriately are shared by all teachers who are beneficiaries of this Agreement. To this end, if a teacher does not join the Association or execute a dues deduction authorization within fourteen (14) days after posting of the notice required in subparagraph (a), the Board shall deduct the sum equivalent to the teacher's share of the costs of the services rendered by the Association for collective bargaining and contract administration in its role as the sole and exclusive bargaining agent as annually certified in writing by the Association to the Board in equal payments from the regular salary check to the teacher in the same manner as it deducts for members of the Association, provided:
 - a) The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
 - b) The Association has annually certified in writing to the Board the amount of such fair share fees and has annually certified in writing to the Board that such notice has been posted.
2. The Board shall begin such fair share fee deduction no earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association as described in paragraph 1 of Section F of this Article and transmit the fee to the Association no later than ten (10) days following the deduction. In the event a teacher objects to the amount of such fee, the fee shall be transferred in accordance with the Rules and Regulations to the IELRB.
3. The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claim, demand, suit, or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, provided the Board gives notice of such action in writing to the Association as soon as practicable and permits the Association intervention as a party if it so desires, and the Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. Such duty to defend, indemnify and save the Board harmless shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the provisions of this Section.

4. The obligation to pay a fair share fee will not apply to any Teacher who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Teacher is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

5. The provisions of Section G of this Article shall not apply to any teacher who was employed prior to May 1, 1995.

VII. EVALUATION

A. General Procedures

1. The superintendent and/or the building principal has the authority and responsibility to organize and direct all evaluation activities.
2. In evaluating the teachers, the Board shall use the evaluation instrument contained in the district evaluation plan reviewed by the Joint Evaluation Committee, also known as the Performance Evaluation Advisory Council (PEAC).

B. Joint Evaluation Committee (PEAC)

1. The Joint Evaluation Committee, also known as the Performance Evaluation Advisory Council (PEAC) is a committee composed of equal representation selected by the district and its teachers or, when applicable, the exclusive bargaining representative of its teachers, which shall have the duty of establishing a performance evaluation plan that incorporates data and indicators of student growth as a significant factor in rating teacher performance. The Minooka CCSD 201 Teacher Evaluation System was developed using the Danielson Model for evaluation of certified school district employees, a copy of which has been filed with the ISBE.
2. The procedures and timelines of the evaluation system shall be determined by the PEAC. Procedural changes to the Minooka 201 Teacher Evaluation System agreed to by the PEAC are not subject to bargaining. All modifications approved by the PEAC shall be communicated to all teachers at least once annually.

VIII. SALARY PROVISIONS

A. Salary

1. Teachers shall be paid in accordance with the schedules set forth in Appendix A.
2. In addition to that salary, all full-time teachers will receive an additional salary of \$1,000 payable on the first pay date in December 2018 and December 2019. Part-time teachers will receive a prorated portion of the additional salary. Teachers receiving benefits under Section 8.L of this agreement will not be eligible for this additional salary.

B. Horizontal Advancement on the Salary Schedule

1. The following rules shall be applicable in determining horizontal advancement of a teacher on the appropriate compensation schedule lane as a result of additional course work:
 - a) Credits for placement on the compensation schedule shall be for graduate level course work and must be in the field of education or courses that will be helpful to a teacher's ability to teach.
 - b) All courses, including on-line courses, used for lane advancement must be taken at a college or university accredited by a regional accreditation association (i.e., North Central Accreditation Association) and must be approved in the sole discretion of the Superintendent and Assistant Superintendent prior to the teacher's enrollment. Course approval forms developed by the administration will be used for this purpose.
 - c) Credits earned during summer term(s) will be applicable to the compensation schedule if the requirements of Section A are met.
 - d) It shall be the responsibility of the teacher to notify the Superintendent, in writing, of any change in lane placement status by August 31, or January 31, of that school term.
 - e) Further, a grade card must be submitted no later than September 30, or February 28, for compensation to begin, retroactive to the beginning of the semester, and an official transcript must be received by the District prior to October 31, or March 31, in order to continue such compensation.

- f) If the official transcript is not received, all compensation paid shall be deducted from the teacher's pay and no other payment shall be made for that course.
- g) All courses taken under this section must be satisfactorily completed by the teacher.

C. Vertical Advancement on the Salary Schedule

1. In order to advance vertically on the salary schedule a teacher must earn five (5) semester hours of preapproved graduate or undergraduate credit every five (5) years. Teachers who do not earn five (5) semester hours of credit in any five (5) year period shall be frozen on their salary step and lane. Upon completion of the five (5) required semester hours of credit the teacher may then advance one (1) step vertically and shall advance horizontally as warranted. Upon completion of the five (5) required semester hours, teachers who were frozen shall then begin the next five (5) year cycle. This professional growth requirement shall not apply to teachers with a master's degree.
2. Only teachers who teach or who are on approved paid leaves for 85 days or more in a school year shall advance vertically on the salary schedule.
3. Any teacher placed on remediation will not receive an increase in salary but shall be eligible for an increase the following school term when salaries are modified. Upon the satisfactory removal of the demonstrated deficiency, the teacher shall have the annual increment reinstated, but not subject to retroactivity.
4. Teachers serving in part-time military service will be eligible to vertically advance one step on the salary schedule for every one hundred eighty-two (182) days of deployment or training up to a maximum of two (2) years credit between this credit and any initial credit given in accordance with Section 8.D of this Agreement.
5. No more than three (3) years of military service credit will be granted to any employee.

D. Placement on the Salary Schedule

1. Full credit for applicable previous teaching experience, public and nonpublic, of up to five (5) years may be given on the salary schedule, but no new teacher shall receive placement credit that is less than actual number of years taught to a maximum of five (5) years. Further, the Board reserves the right to judge the quality of experience to be counted on the salary schedule and make adjustments in new teacher placement on the salary schedule according to the District's needs. This Section excludes all existing employees hired in previous years to this contract.
2. Additional credit of up to three (3) years of active military service shall be given upon initial employment. Part-time military service, such as National Guard or Reserve Service, shall be granted one (1) year of service per one hundred eighty two (182) days of deployment or training up to a total of two (2) years of service credit.
3. Annually, the Superintendent or designee will identify critical needs positions. The Superintendent or designee will notify the Association which positions, if any, have been determined to be critical needs positions and the rationale for that determination. Annually, the Superintendent or designee will set a minimum step and lane placement for identified critical needs positions and will consider whether credit needs to be awarded for initial placement on the salary schedule for Master's degrees requiring more credit hours in excess of those normally required for such a degree. If necessary, these determinations will be reviewed through the Meet and Confer process.

E. Teacher Retirement System

From each teacher's salary, the Board shall deduct and remit for each teacher a sum equal to the teacher's required contribution to the State of Illinois Teachers Retirement System to be applied for the retirement account of such teacher. It is the intent of the parties by this Agreement to qualify these mandatory payments as employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to monies so remitted, except as it may subsequently become available upon retirement or resignation from the Teachers Retirement System. No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teacher's required contribution to the State of Illinois Teachers Retirement System is a condition of employment made in order to secure the teacher's future services, knowledge and experience.

F. Health & Hospitalization Insurance

1. The Board of Education and Association shall form an insurance committee to research and discuss Medical, Dental, and Vision insurance issues and plans. The insurance committee shall be comprised of a balance between the administration and members of the association. Minimally four (4) individuals will be chosen by the Superintendent and four (4) members of the Association to be appointed by the Association President. As long as the district is self-insured, the committee will establish and manage a reserve account as defined below. Decisions regarding Medical, Dental, and Vision insurance coverage, including but not limited to: co-payment charges, maintenance of the reserve fund, deductibles, co-insurance charges, insurance premiums, insurance providers, and plan types shall be made by the committee and presented to the Board of Education and Association for final approval, modification, or rejection by no later than December 1 of each insurance year (i.e. calendar year).
2. The parties acknowledge that notwithstanding the language contained in Section F, the Board may transfer \$1,000,000.00, from the Insurance Reserve Fund to one or more funds established by the Board (e.g. Education Fund.)
3. For all full-time teachers, the Board shall contribute 90% of the full cost of the monthly insurance premiums for Single Medical, Dental and Vision coverage. The balance of the cost of said insurance shall be paid by the teacher covered. The Board shall contribute 90% of Family Medical, Dental and Vision coverage for teachers hired on or before the 03-04 school year. The balance of the cost of said insurance shall be paid by the teacher covered. For the 2019 and 2020 calendar years, after the insurance premiums have been established each year, the share of the annual premiums paid by each of the full time teachers shall be reduced by \$500.00.
4. Teachers hired after the 03-04 school year who elect Family Medical, Dental and Vision insurance may only receive 90% of the cost of Family Medical, Dental, and Vision insurance after the satisfaction of certain criteria as specified below:
 - a) Teachers hired 2004-2005 - Teacher pays 40% of cost of family insurance and Board pays remaining 60% of cost of family insurance for 1 year
 - b) Teachers hired 2005-2006 - Teacher pays 40% of cost of family insurance and Board pays remaining 60% of cost of family insurance for 2 years

- c) Teachers hired 2006-2007 - Teacher pays 40% of cost of family insurance and Board pays remaining 60% cost of family insurance for 3 years
- d) Teachers hired 2007-2008 or later - Teacher pays 40% of cost of family insurance and Board pays remaining 60% cost of family insurance for 5 years.

G. Life Insurance

The Board shall purchase \$40,000 life insurance for each full-time teacher.

H. Extra-Curricular Assignment

Efforts will be made to fill on a voluntary basis, those extra-curricular assignments that include ticket-taking, scoring, and timing for extra-curricular events, at the stipend listed in the table for these activities. If necessary, each employee will be required to perform up to two of these duties. Salaries for extra-curricular assignments shall be in accordance with the schedule set forth in the Extracurricular Salary Schedule.

I. Consulting and Mentor Teachers

1. A \$500.00 stipend will be provided for those teachers who act as a "consulting teacher" for a teacher placed on remediation within the District.
2. A \$450 stipend (or 3 graduate credit hours) will be provided for those teachers selected by administration to serve as a mentor for a new teacher in the district.

J. Pay Dates

1. Payroll checks will be issued on every other Friday or an alternate day if Friday is a legal school holiday or school is otherwise not in session, according to a schedule attached to this Agreement in Appendix C.

2. Payroll deductions shall start to be deducted on the first pay date of the school year for:
 - a) Credit Unions, Credit Associations
 - b) Group insurance premiums.
 - c) Annuities; subject to approved vendor list as determined by the Board.

K. Longevity

Except as provided in paragraph 3 of Section C of this Article, the salary for teachers who remain at the last step of any lane of the Salary Schedule (i.e., Step 27 of the BA lane; Step 28 of the BA+15 lane; Step 30 of the BA+30, Step 37 of the MA, MA+15, MA+30 and MA + 45 lanes) shall be that step plus 3% of that step.

L. Retirement Incentive Eligibility

1. If a teacher meets all of the eligibility requirements contained in L.2, the teacher shall be paid retirement benefits in accordance with Sections M and N of this Article. Once the teacher enters into the irrevocable retirement agreement, the benefits of this section in place at the time of the retirement agreement will be locked in. Modifications in successor collective bargaining agreements will not modify retirement agreements already in effect.
2. To be eligible for retirement incentives, a teacher:
 - a) Must have at least fifteen (15) years of full-time teaching service as an employee of the District, Full-time teaching service as an employee of GCSC teaching District students shall be deemed to be teaching service as an employee of the District for purposes of this Section.
 - b) Must be at least 55 years old and be eligible to retire from the District pursuant to the rules of the Illinois TRS.

- c) Must submit to the District by June 1 prior to the school year in which they intend to retire an irrevocable notice of retirement and a TRS statement of benefit or other TRS documentation confirming the teacher's total years of service and creditable earnings. Such notice can only be rescinded due to a significant life event and upon repayment of any retirement incentive earned.
- d) Must not obligate the Board to pay an additional contribution to TRS due to the teacher's creditable earnings exceeding six percent (6%) if the teacher retires any time after submitting his/her letter of retirement. For example, if a teacher receives more than a six percent (6%) increase in his/her creditable earnings in any of the three years prior to the year in which the teacher starts receiving benefits under L.3 or any of the years, used to determine a teacher's final average salary (FAS), the teacher will not be eligible for the retirement incentives in Sections M and N.
- e) May not be receiving retirement benefits from previous contracts.

M. Pre-Retirement Benefits

1. The teacher leaves the salary and extra duty schedule and, in exchange for performing the same duties as in the "base year", receives a 6% increase in creditable earnings. "Base Year" creditable earnings are defined as the total TRS creditable earnings from all District sources in the year preceding the first incentive year.
 - a) The teacher will remain "off schedule" and receive a 6% increase for each year of notice - up to four (4) years.
 - b) The teacher agrees that all duties performed in the "base year" will be performed in the "incentive years", e.g. coaching, duties and assignments that were counted as TRS creditable earnings along with the scheduled salary. A teacher may voluntarily resign from an extra duty assignment; however, the teacher's compensation will be reduced accordingly.

- c) A teacher who takes courses or otherwise would “move” on the salary schedule, or “move” in an extra duty/stipend schedule, will not receive additional compensation beyond the 6% incentive.
- d) A teacher under this retirement incentive will not be able to earn more than 6% of the previous year’s creditable earnings.
- e) The 6% incentive raises are compounded in each of the incentive years.

N. Post-Retirement Benefits

- 1. The Board will pay a teacher \$35.00 for each accumulated unused sick leave day not utilized for retirement. Such payment will be made in a single lump sum post retirement and, therefore, shall be treated as non-creditable earnings. Only sick leave days earned in District will be eligible for such payment.
- 2. Teachers shall receive post-retirement benefits according to the following chart:

Teachers with 15 years service* to the District shall receive	3 annual payments of 5% of the teacher’s final year creditable earnings
Teachers with 20 years service* to the District shall receive	3 annual payments of 10% of the teacher’s final year creditable earnings
Teachers with 25 years service* to the District shall receive	3 annual payments of 15% of the teacher’s final year creditable earnings
Teachers with 30 years service* to the District shall receive	3 annual payments of 20% of the teacher’s final year creditable earnings

* Years of service is defined in 8L1a.

- 3. All payments of such benefit will be made as Board-paid, non-elective, 403(b) post-retirement contributions. Such payments shall be made in three (3) annual payments as currently stated in the Agreement to the extent allowed by IRS contribution limitations and the Board’s 403(b) Plan. If IRS contribution limitations do not allow for the full amount of the benefit to be paid within three (3) annual payments, the Board will pay the balance of such in years subsequent up to a maximum of five (5) years following the employee’s separation from the District in accordance with the 403(b) Plan document. If the total benefit cannot be paid within such five (5) year period due to IRS limitations, the remaining amount shall be distributed only as allowed by the Internal Revenue Code and applicable rules and regulations governing such contributions and distributions.

4. It is understood by the Parties that the payment of such benefit is non-elective and at no time do any employees have the option of receiving the benefit in any form other than a 403(b).
5. In the event of a teacher's death during the three (3) year post-retirement period, any remaining payments shall be paid to the teacher's designated beneficiary.

O. Retention Provisions

Speech Language Pathologists and Psychologists entering their second - sixth years of service in Minooka CCSD 201 shall be paid a retention bonus on the first pay date of the school year according to the following schedule:

- a) Year 2- \$1,000
- b) Years 3-5 - \$2,000
- c) Year 6 - \$3,000

P. Licensure

Speech Language Pathologists, Social Workers and Psychologists shall be reimbursed for the cost of maintaining all licensure required to perform Medicaid reimbursable duties. This provision does not apply to the cost of maintaining the Professional Educator License (PEL) with the Illinois State Board of Education.

IX. NEGOTIATIONS PROCEDURE

A. Representation

The parties agree that their duly designated representatives shall negotiate in a good faith effort.

B. Commencement of Negotiations

Negotiations shall begin no earlier than February 1st in the year in which this Agreement terminates, unless both parties agree to an alternate date.

C. Authority

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

D. Agreements

During negotiations, agreed-upon materials shall be prepared for the board and the Association negotiating teams and initialed prior to the adjournment of the meeting. Secretaries (recorders) for both parties shall keep records until full agreement and ratification is obtained.

X. AGREEMENT

A. Effect of Agreement

1. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions of this Agreement may be modified only by a written agreement signed by the parties.
2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
3. Therefore, this Agreement constitutes the sole and existing Agreement between the parties thereto, supersedes all prior Agreements, oral and written, expressed or implied, between the District and the employees' representative and expresses full and without reservation all obligations and restrictions imposed upon each of the respective parties during the term of this Agreement.

B. Ratification of Agreement

This Agreement will not be considered binding until such time as the Association has formally notified the Board, in writing, of official acceptance of this document by the membership and subsequent approval by formal Board of Education action at a public meeting.

C. Printing

Within thirty (30) days of ratification of the Agreement, the Board shall have a copy of this Agreement prepared for each teacher and shall deliver the same to the Association for its distribution to each teacher in the District.

D. No Strike

1. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
2. The employer agrees that, for the duration of this Agreement, it will not engage in a lockout of the employees of this unit provided they do not engage in any of the above activities.

E. Execution of Agreement

IN WITNESS WHEREOF, the parties have executed this amended Agreement by their duly authorized representatives.

Dated this 18th day of June, 2018.

F. Duration of Agreement

1. This Agreement shall be effective as of the first teacher work day of the 2018-19 school year and shall continue in effect until the day prior to the start of the 2021-22 school year.

FOR THE

BOARD OF EDUCATION OF
DISTRICT NO. 201



President

ATTEST:



Secretary

Tentative Agreement: 5/30/18
(Date)

Ratified: 6/18/18
(Date)

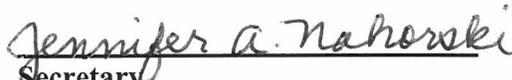
FOR THE

MINOOKA ELEMENTARY
EDUCATION ASSOCIATION IEA/NEA



President

ATTEST:



Secretary

Tentative Agreement: 5/30/18
(Date)

Ratified: 6/18/18
(Date)

APPENDIX A - SALARY SCHEDULES

2018-19 MEEA Salary Schedule

4.00%	Total Year over Year Increase						
	BA	BA15	BA30	MA	MA15	MA30	MA45
1	42,073	43,015	45,475	45,475	48,024	49,991	51,854
2	43,073	44,015	46,475	46,475	49,024	50,991	52,854
3	44,073	45,015	47,475	47,475	50,024	51,991	53,854
4	45,155	46,097	48,557	48,557	51,106	53,072	54,936
5	46,280	46,940	49,681	49,681	52,230	54,198	56,060
6	47,450	48,298	50,851	50,851	53,400	55,368	57,230
7	48,655	49,503	52,056	52,056	54,605	56,572	58,436
8	49,896	50,744	53,297	53,297	55,846	57,814	59,676
9	51,174	52,022	54,575	54,575	57,124	59,092	60,954
10	52,228	53,075	55,629	55,629	58,178	60,145	62,008
11	53,328	54,177	56,730	56,730	59,279	61,246	63,109
12	54,194	55,043	57,596	57,596	60,145	62,112	63,976
13	54,954	55,954	58,505	58,505	61,056	63,022	64,913
14	55,712	57,050	59,653	59,653	62,253	64,258	66,186
15	56,470	58,443	61,108	61,108	63,771	65,825	67,799
16	57,228	59,588	62,306	62,306	65,021	67,116	69,130
17	57,987	60,756	63,527	63,527	66,297	68,432	70,485
18	59,262	62,093	64,927	64,927	67,755	69,937	72,036
19	60,709	63,607	66,510	66,510	69,408	71,644	73,792
20	61,778	64,729	67,681	67,681	70,631	72,905	75,092
21	62,861	65,863	68,868	68,868	71,867	74,183	76,690
22	63,962	67,017	70,075	70,075	73,128	75,483	77,747
23	66,520	69,698	72,877	72,877	76,053	78,503	80,858
24	69,514	72,836	76,157	76,157	79,477	82,036	84,498
25	72,989	76,477	79,967	79,967	83,448	86,007	88,588
26	73,431	76,917	80,407	80,407	83,890	86,451	89,044
27	73,871	77,360	80,848	80,848	84,329	86,891	89,498
28		77,799	81,288	81,288	84,772	87,331	89,951
29			81,729	81,729	85,212	87,773	90,406
30			82,166	82,166	85,653	88,213	90,860
31				82,607	86,090	88,651	91,311
32				83,048	86,532	89,091	91,763
33				83,490	86,972	89,535	92,221
34				83,929	87,413	89,975	92,673
35				84,419	87,906	90,469	93,182
36				86,814	90,301	92,861	95,646
37				89,801	93,287	95,846	98,722

2019-20 MEEA Salary Schedule

4.00%	Total Year over Year Increase						
	BA	BA15	BA30	MA	MA15	MA30	MA45
1	42,796	43,776	46,334	46,334	48,985	51,030	52,968
2	43,796	44,776	47,334	47,334	49,985	52,030	53,968
3	44,796	45,776	48,334	48,334	50,985	53,030	54,968
4	45,836	46,816	49,374	49,374	52,025	54,070	56,008
5	46,961	47,941	50,499	50,499	53,150	55,195	57,133
6	48,131	48,818	51,668	51,668	54,319	56,365	58,303
7	49,348	50,230	52,885	52,885	55,536	57,582	59,519
8	50,602	51,483	54,138	54,138	56,789	58,835	60,773
9	51,892	52,773	55,429	55,429	58,080	60,126	62,063
10	53,221	54,103	56,758	56,758	59,409	61,455	63,393
11	54,317	55,198	57,854	57,854	60,505	62,551	64,488
12	55,461	56,344	58,999	58,999	61,650	63,695	65,634
13	56,362	57,245	59,900	59,900	62,551	64,596	66,535
14	57,152	58,192	60,845	60,845	63,499	65,543	67,509
15	57,940	59,332	62,039	62,039	64,743	66,829	68,833
16	58,729	60,781	63,553	63,553	66,322	68,458	70,511
17	59,517	61,971	64,799	64,799	67,622	69,801	71,895
18	60,307	63,186	66,068	66,068	68,949	71,169	73,304
19	61,633	64,577	67,524	67,524	70,465	72,734	74,917
20	63,137	66,152	69,170	69,170	72,184	74,509	76,744
21	64,249	67,318	70,388	70,388	73,456	75,821	78,096
22	65,375	68,498	71,622	71,622	74,742	77,151	79,757
23	66,521	69,697	72,878	72,878	76,053	78,503	80,857
24	69,181	72,486	75,792	75,792	79,095	81,643	84,092
25	72,294	75,750	79,203	79,203	82,656	85,318	87,878
26	75,909	79,537	83,165	83,165	86,785	89,447	92,132
27	76,369	79,994	83,623	83,623	87,245	89,909	92,606
28		80,455	84,081	84,081	87,703	90,367	93,078
29			84,540	84,540	88,163	90,824	93,549
30			84,999	84,999	88,621	91,284	94,022
31				85,453	89,079	91,741	94,494
32				85,911	89,534	92,197	94,963
33				86,370	89,993	92,654	95,434
34				86,830	90,451	93,116	95,910
35				87,286	90,910	93,574	96,380
36				87,796	91,422	94,087	96,909
37				90,287	93,913	96,575	99,472

2020-21 MEEA Salary Schedule

4.00%	Total Year over Year Increase						
	BA	BA15	BA30	MA	MA15	MA30	MA45
1	43,548	44,567	47,227	47,227	49,984	52,111	54,127
2	44,548	45,567	48,227	48,227	50,984	53,111	55,127
3	45,548	46,567	49,227	49,227	51,984	54,111	56,127
4	46,588	47,607	50,267	50,267	53,024	55,151	57,167
5	47,669	48,689	51,349	51,349	54,106	56,233	58,249
6	48,839	49,858	52,519	52,519	55,276	57,403	59,419
7	50,056	50,771	53,735	53,735	56,492	58,620	60,635
8	51,322	52,239	55,000	55,000	57,757	59,886	61,900
9	52,626	53,542	56,304	56,304	59,061	61,188	63,204
10	53,968	54,884	57,646	57,646	60,403	62,531	64,546
11	55,350	56,267	59,028	59,028	61,785	63,914	65,928
12	56,490	57,406	60,168	60,168	62,925	65,053	67,068
13	57,680	58,598	61,359	61,359	64,116	66,243	68,259
14	58,617	59,535	62,296	62,296	65,053	67,180	69,196
15	59,438	60,520	63,279	63,279	66,039	68,165	70,210
16	60,258	61,706	64,521	64,521	67,333	69,502	71,586
17	61,078	63,212	66,095	66,095	68,974	71,196	73,331
18	61,898	64,450	67,391	67,391	70,326	72,593	74,771
19	62,719	65,713	68,711	68,711	71,707	74,016	76,237
20	64,098	67,160	70,225	70,225	73,284	75,644	77,914
21	65,663	68,798	71,937	71,937	75,071	77,490	79,814
22	66,819	70,010	73,204	73,204	76,394	78,854	81,220
23	67,990	71,238	74,487	74,487	77,731	80,237	82,947
24	69,181	72,485	75,793	75,793	79,095	81,643	84,091
25	71,949	75,385	78,824	78,824	82,259	84,909	87,456
26	75,186	78,780	82,372	82,372	85,962	88,730	91,393
27	78,945	82,718	86,492	86,492	90,257	93,025	95,817
28		83,194	86,968	86,968	90,735	93,505	96,310
29			87,445	87,445	91,211	93,981	96,801
30			87,922	87,922	91,690	94,457	97,291
31				88,399	92,166	94,935	97,783
32				88,871	92,643	95,411	98,274
33				89,348	93,115	95,885	98,762
34				89,825	93,593	96,360	99,251
35				90,303	94,069	96,841	99,746
36				90,778	94,546	97,316	100,236
37				91,307	95,079	97,851	100,786

APPENDIX B - Extracurricular Schedules

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Speech(15 student minimum)*	\$ 2,220	\$ 2,309	\$ 2,402
Yearbook/photographer	\$ 4,032	\$ 4,193	\$ 4,361
Student council	\$ 3,010	\$ 3,130	\$ 3,255
Spelling Contest	\$ 911	\$ 947	\$ 985
Math Club (2 Stipends)	\$ 3,148	\$ 3,274	\$ 3,405
Science Club (2 stipends)	\$ 2,300	\$ 2,392	\$ 2,488
Beta Club	\$ 3,010	\$ 3,130	\$ 3,255
Scholastic Bowl (2 sponsors)	\$ 3,806	\$ 3,959	\$ 4,117
Intramural Basketball (3,4,5th grades)	\$ 3,600	\$ 3,744	\$ 3,894
intramural Volleyball (3,4,5th grades)	\$ 3,600	\$ 3,744	\$ 3,894
Chess Club	\$ 1,800	\$ 1,872	\$ 1,947
Drama (7/8)	\$ 2,879	\$ 2,994	\$ 3,114
Asst. Drama (7/8)	\$ 2,879	\$ 2,994	\$ 3,114
Drama (5/6)	\$ 2,307	\$ 2,399	\$ 2,495
Asst Drama (5/6)	\$ 2,307	\$ 2,399	\$ 2,495
Band Director (7/8) (includes summer band)	\$ 6,768	\$ 7,039	\$ 7,321
Band Director (5/6)	\$ 6,887	\$ 7,162	\$ 7,449
Jazz Band Director (7/8)	\$ 2,252	\$ 2,342	\$ 2,435
Assistant Band Director (5/6)	\$ 3,434	\$ 3,571	\$ 3,714
Choir/Swing Choir Director (7/8)	\$ 4,180	\$ 4,347	\$ 4,521
Choir/Swing Choir Director (5/6)	\$ 4,180	\$ 4,347	\$ 4,521
Detention(per hour)	\$ 28.00	\$ 28.00	\$ 28.00
Interpreter (per hour)	\$ 28.00	\$ 28.00	\$ 28.00
Homework Club (per hour)*	\$ 28.00	\$ 28.00	\$ 28.00
Internal Sub	\$ 28.00	\$ 28.00	\$ 28.00
Fan Bus Chaperone	\$ 90.00	\$ 90.00	\$ 90.00
Timer/Scorer/Moderator/Ticket Taker/Crowd Control	\$ 50.00	\$ 50.00	\$ 50.00
Supervisor/Adminstrative Coverage (per event)	\$ 75.00	\$ 75.00	\$ 75.00

* Position to be filled at the discretion of the employer based on number of students participating.
 Stipends will be revisited annually to determine effectiveness.
 Coaches with 1 to 3 years of experience receive 70% of the maximum salary.
 Experience in a particular sport may be from another school district.
 Note: Service need not be continuous.

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
ATHLETICS			
Boys:			
8th Grade Basketball	\$ 6,557	\$ 6,819	\$ 7,092
7th Grade Basketball	\$ 5,579	\$ 5,802	\$ 6,034
6th Grade "A" Basketball	\$ 4,858	\$ 5,053	\$ 5,255
6th Grade "B" Basketball (*)	\$ 4,741	\$ 4,931	\$ 5,128
Girls:			
8th Grade Basketball	\$ 6,440	\$ 6,698	\$ 6,966
7th Grade Basketball	\$ 5,462	\$ 5,681	\$ 5,908
6th Grade "A" Basketball	\$ 4,624	\$ 4,809	\$ 5,002
6th Grade "B" Basketball	\$ 4,624	\$ 4,809	\$ 5,002
"A" Baseball	\$ 5,718	\$ 5,947	\$ 6,185
"B" Baseball	\$ 4,760	\$ 4,951	\$ 5,149
"C" Baseball(*)	\$ 3,649	\$ 3,795	\$ 3,947
"A" Softball	\$ 5,718	\$ 5,947	\$ 6,185
"B" Softball	\$ 4,760	\$ 4,951	\$ 5,149
"C" Softball (*)	\$ 3,649	\$ 3,795	\$ 3,947
Track (2)	\$ 5,890	\$ 6,126	\$ 6,371
Asst Track (4)	\$ 4,678	\$ 4,865	\$ 5,060
Wrestling	\$ 7,025	\$ 7,306	\$ 7,598
Asst Wrestling	\$ 6,081	\$ 6,324	\$ 6,577
Cross Country (2)	\$ 4,647	\$ 4,833	\$ 5,026
Asst Cross Country (1/2 if 2)	\$ 4,647	\$ 4,833	\$ 5,026
"A" Boys Soccer	\$ 4,090	\$ 4,253	\$ 4,424
"B" Boys Soccer	\$ 3,734	\$ 3,884	\$ 4,039
"A" Girls Soccer	\$ 3,857	\$ 4,011	\$ 4,172
"B" Girls Soccer	\$ 3,522	\$ 3,663	\$ 3,810
8th Grade Volleyball	\$ 6,286	\$ 6,537	\$ 6,799
7th Grade Volleyball	\$ 5,405	\$ 5,621	\$ 5,846
6th Grade "A" Volleyball	\$ 4,765	\$ 4,955	\$ 5,154
6th Grade "B" Volleyball (*)	\$ 4,765	\$ 4,955	\$ 5,154
Bowling	\$ 2,300	\$ 2,392	\$ 2,488
7/8 Cheerleading	\$ 6,031	\$ 6,272	\$ 6,523
6th Cheerleading	\$ 3,973	\$ 4,132	\$ 4,297

APPENDIX C - PAY DATES

2018-2019 PayDates	2019-2020 PayDates	2020-2021 PayDates
9/7/18	9/6/19	9/4/20
9/21/18	9/20/19	9/18/20
10/5/18	10/4/19	10/2/20
10/19/18	10/18/19	10/16/20
11/2/18	11/1/19	10/30/20
11/16/18	11/15/19	11/13/20
11/30/18	11/29/19	11/27/20
12/14/18	12/13/19	12/11/20
12/28/18	12/27/19	12/25/20
1/11/19	1/10/20	1/8/21
1/25/19	1/24/20	1/22/21
2/8/19	2/7/20	2/5/21
2/22/19	2/21/20	2/19/21
3/8/19	3/6/20	3/5/21
3/22/19	3/20/20	3/19/21
4/5/19	4/3/20	4/2/21
4/19/19	4/17/20	4/16/21
5/3/19	5/1/20	4/30/21
5/17/19	5/15/20	5/14/21
5/31/19	5/29/20	5/28/21
6/14/19	6/12/20	6/11/21
6/28/19	6/26/20	6/25/21
7/12/19	7/10/20	7/9/21
7/26/19	7/24/20	7/23/21
8/9/19	8/7/20	8/6/21
8/23/19	8/21/20	8/20/21