



2022-2026

BARGAINING AGREEMENT

between the

MINOOKA CCSD #201 BOARD OF EDUCATION

and the

MINOOKA ELEMENTARY EDUCATION ASSOCIATION

Table of Contents

I. INTRODUCTION	5
A. Recognition	5
B. Scope	5
C. Management Rights	6
II. GRIEVANCE PROCEDURE	7
A. Definitions	7
B. Right to Representation	7
C. Procedure	7
D. Other Conditions	8
III. LEAVES	10
A. Sick Leave	10
B. Personal Leave	10
C. Leave of Absence	11
D. Leaves of Absence for Extracurricular Positions	12
E. Emergency Leave	12
F. Sick Leave Bank	12
IV. WORKING CONDITIONS	14
A. Non-school Employment	14
B. Reimbursement for Course Work	14
C. Mileage Reimbursement	14
D. Unauthorized Absence	15
E. Internal Substitute Assignment	15
F. Supervision of Student Teachers	15
G. Work Day/Work Hours	15
H. Personnel Files	17
I. Seniority	18
J. Teacher Absences	19
K. Lesson Plans	19
L. Work Year	19
M. Meet and Confer Sessions	20
N. Representation Prior to Teacher Discipline	20
O. Teacher Discipline and Discharge Procedures	20
P. Student Discipline	21
Q. Safe Working Conditions	21

V. TRANSFERS	22
A. Vacancies, Transfers and Promotions	22
B. Voluntary Transfer	22
C. Involuntary Transfer	22
VI. ASSOCIATION RIGHTS	23
A. Dues Deductions	23
B. Conferences and Visitation	24
C. Meetings	24
D. Use of School Facilities	24
E. Presidential Release Time	24
F. Posting	25
G. New Teachers	25
H. Fair Share/Maintenance of Membership	25
VII. EVALUATION	26
A. General Procedures	26
B. Joint Evaluation Committee (PEAC)	26
VIII. SALARY PROVISIONS	27
A. Salary	27
B. Horizontal Advancement on the Salary Schedule	27
C. Vertical Advancement on the Salary Schedule	28
D. Placement on the Salary Schedule	28
E. Teacher Retirement System	29
F. Health & Hospitalization Insurance	29
G. Life Insurance	30
H. Extra-Curricular Assignment	30
I. Consulting and Mentor Teachers	30
J. Pay Dates	30
K. Longevity	31
L. Retirement Incentive Eligibility	31
M. Pre-Retirement Benefits	32
N. Post-Retirement Benefits	32
O. Retention Provisions	33
P. Licensure	33
IX. NEGOTIATIONS PROCEDURE	34
A. Representation	34
B. Commencement of Negotiations	34

C. Authority	34
D. Agreements	34
X. AGREEMENT	34
A. Effect of Agreement	34
B. Ratification of Agreement	35
C. Printing	35
D. No Strike	35
E. Execution of Agreement	36
F. Duration of Agreement	36
APPENDIX A – SALARY SCHEDULES	37
2022-23 MEEA Salary Schedule - 8.00% Year over Year Increase	37
2023-24 MEEA Salary Schedule – 5.00% Year over Year Increase	38
2024-25 MEEA Salary Schedule – 4.00% Year over Year Increase	39
2025-26 MEEA Salary Schedule – 4.00% Year over Year Increase	40
APPENDIX B – Extracurricular Schedules	41

THIS AGREEMENT entered into on the 9th day of June, 2022 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

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).

The Association acknowledges that it has no authority to bargain with regard to matters of inherent managerial policies.

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

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.

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.

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.

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

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.

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

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.

Days - Days means days on which the District Office is open.

B. Right to Representation

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.

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

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:

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.

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) days of the meeting.

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.

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

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.

Class Grievance

Class grievances 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.

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.

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.

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.

Extension of Time Limits

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

Settlement

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

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.

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

Full-time teachers shall be provided sixteen (16) days of sick leave per year inclusive of five (5) mental health days. 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, step family of these same family members, and legal guardians.
- 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 ([105 ILCS 5/24-6](#)). Certificates may be obtained through the use of a telemedicine provider.
- 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

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 student school year or consecutively, 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

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.

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.

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.

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.

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

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

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

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.

A teacher shall be eligible for the bank beginning the first employment day of the first full year of employment by the district and the first full day of the fifth year of employment by the district. At the start of the 2022-2023 school year, all teachers shall have a one-time opportunity to enroll in the bank.

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. 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.

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.

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.

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.

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.

Applications for use are submitted to the Superintendent or designee and shall be reviewed by a committee consisting of the Superintendent or designee, local Association Executive Board, 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.

Requests for sick leave bank usage shall be in accordance with the School Code and local contract definitions.

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.

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.

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

IV. WORKING CONDITIONS

A. Non-school Employment

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

B. Reimbursement for Course Work

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.
- d. Reimbursement beyond fifteen (15) credit hours per fiscal year may be granted by the Superintendent, or his or her designee, for employees enrolled in a defined university program which dictates pacing of courses such that the number of hours prescribed by the university program exceeds 15 hours per fiscal year. Approval for such an exception must be received from the Superintendent, or his or her designee, prior to the start of enrollment in the program and/or the start of coursework.

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.

Registration for coursework (including workshops and webinars) is the responsibility of the teacher.

C. Mileage Reimbursement

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

Unauthorized absent days not covered under personal days or sick leave will be deducted at 1/181 of the teacher's annual salary, with the Board of Education paying the substitute teacher.

E. Internal Substitute Assignment

Each teacher shall have the right to refuse one request per semester 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

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

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 4:00 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.

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.

Teachers may be assigned supervision duties by administration during the work day.

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.

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 facilitate 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.

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.

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.

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 when the Academic Calendar has conferences scheduled during the day in the fall. 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.
- c. With the elimination of spring parent teacher conferences in 2022-23, in subsequent years, 2 hours of professional time are required each year. Such responsibility may

appear in the form of supervision/volunteerism at an organized, outside of school hours, building-level event approved by Administration including but not limited to music/band programs, evening reading events, graduation, etc. Documentation of hours should be submitted with evaluation artifacts.

- d. 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

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 to the employee upon request if such materials are not confidential.
- 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

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.

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.

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.

In the event District seniority is equal between employees, the following procedures are to be utilized as a tiebreaker:

- 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.

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.

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 or electronic file readily available with current meaningful emergency lesson plans for a minimum of two (2) days.

L. Work Year

The teacher work year shall consist of one hundred eighty-one (181) days of which one hundred seventy-four (174) days shall be student contact days, two (2) shall be parent/teacher conference days, and five (5) shall be institute or inservice days.

- a. A minimum of two and a half (2 ½) days of the five (5) 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. On these days the teachers shall be given time to prepare classrooms for students and/or in preparation for school closing.
 1. One (1) of the teacher work days described above will be available as a Flexible Work Day.
 2. Flexible Work Days allow teachers to complete up to seven (7) hours and forty-five (45) minutes of onsite work between August 1 and the first teacher work day.
 - a. Teachers who successfully complete time will be allowed an equal amount of flexible time off on the teacher work day immediately preceding the start of the student school year.
 - b. Teachers must appropriately log any flexible time with their building administration.
 - c. Flexible time cannot be retained after the start of the student school year. Any remaining flexible time accrued but not used will not be compensated in any way.
- b. All School Psychologists, Speech Language Pathologists, Social Workers and School Counselors will have the same 181-day contract; however, they may exceed the 181-day contract on a per diem basis, up to 189 days, as deemed necessary by Administration.
- c. Licensed School Nurses may exceed the 181-day contract on a per diem basis up to 196 days as deemed necessary by Administration.

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

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.

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.

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 canceled 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

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.

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.

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

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.

Q. Safe Working Conditions

The Board recognizes the need to provide a safe working environment. When a teacher has been the victim of a verified verbal or physical threat from a student, Parent/guardian, or community member, the District will take steps to ensure the safety of the Teacher. Teachers who encounter conditions which are likely to endanger the health or safety of any Teacher shall promptly report the conditions to their Administrator. The Administrator shall promptly investigate or cause to be investigated the condition giving rise to the report and provide a response to the Teacher as soon as practicable. If the condition is determined to endanger health or safety, the Superintendent or his or her designee, shall initiate a remedy. Teachers who are impacted, and when appropriate, the Association will be a part of the problem-solving team to ensure the teacher continues to feel safe and supported.

V. TRANSFERS

A. Vacancies, Transfers and Promotions

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.

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.

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.

“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

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.

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.

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

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.

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.

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.

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.

Involuntary transfers occurring after August 1st will result in a one-time \$250 stipend paid to the affected teacher.

More than one (1) involuntary transfer in three (3) years will result in a \$500 stipend paid directly to the teacher.

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

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.

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

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.

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. Presidential Release Time

The President of the Association shall be provided an additional minimum of 150 minutes of preparation time during a regular five (5) day week between the required staff arrival and dismissal times for union-related business. The President of the Association will work with the building Principal to create the schedule for said release time.

F. 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.

G. New Teachers

Names and addresses of newly hired teachers shall be provided to the Association within fourteen (14) days after their employment.

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.

H. Fair Share/Maintenance of Membership

The June 27, 2018 ruling in Janus v. AFSCME nullified the existence of the Fair Share/Maintenance of Membership clause within this contract; should the ruling be overturned, the language within this section would be reinstated within the parameters of the new ruling. 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.

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.

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.

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.

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

The superintendent and/or the building principal has the authority and responsibility to organize and direct all evaluation activities.

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)

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.

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

Teachers shall be paid in accordance with the schedules set forth in Appendix A.

B. Horizontal Advancement on the Salary Schedule

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 or designee 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 or designee, 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

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.

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.

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.

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.

No more than three (3) years of military service credit will be granted to any employee.

D. Placement on the Salary Schedule

Full credit for applicable previous teaching experience, public and nonpublic, of up to ten (10) years may be given on the salary schedule, but no new teacher shall receive placement credit that is less than the actual number of years taught to a maximum of ten (10) 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.

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 one (181) days of deployment or training up to a total of two (2) years of service credit.

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

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).

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.

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

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.

A \$500 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

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.

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 (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

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.

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

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

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.

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
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* Years of service is defined in 8L1a.

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.

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).

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

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.

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.

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, on the district website, publish the final copy of this Agreement.

D. No Strike

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.

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 _____ day of _____, 20_____.

F. Duration of Agreement

This Agreement shall be effective as of the first teacher work day of the 2022-23 school year and shall continue in effect until the day prior to the start of the 2025-26 school year.

FOR THE

FOR THE

**BOARD OF EDUCATION OF DISTRICT
NO. 201**

**MINOOKA ELEMENTARY EDUCATION
ASSOCIATION IEA/NEA**

PRESIDENT

PRESIDENT

ATTEST

ATTEST

SECRETARY

SECRETARY

TENTATIVE
AGREEMENT:_____

TENTATIVE
AGREEMENT:_____

RATIFIED:_____

RATIFIED:_____

APPENDIX A – SALARY SCHEDULES

2022-23 MEEA Salary Schedule - 8.00% Year over Year Increase

	BA	BA15	BA30/MA	MA15	MA30	MA45
1	46,876	48,021	51,009	54,105	56,494	58,759
2	47,876	49,021	52,009	55,105	57,494	59,759
3	48,956	50,101	53,089	56,185	58,574	60,839
4	50,036	51,181	54,169	57,265	59,654	61,919
5	51,160	52,304	55,292	58,388	60,777	63,042
6	52,328	53,472	56,460	59,557	61,946	64,210
7	53,542	54,687	57,675	60,772	63,161	65,425
8	54,856	56,001	58,989	62,086	64,475	66,739
9	56,223	57,026	60,355	63,452	65,842	68,105
10	57,645	58,675	61,776	64,873	67,264	69,526
11	59,110	60,138	63,241	66,337	68,726	70,991
12	60,617	61,646	64,748	67,845	70,235	72,498
13	62,169	63,199	66,300	69,397	71,788	74,050
14	63,450	64,478	67,581	70,677	73,068	75,331
15	64,786	65,817	68,918	72,015	74,404	76,669
16	65,839	66,870	69,971	73,068	75,457	77,721
17	66,761	67,976	71,075	74,175	76,563	78,860
18	67,682	69,308	72,470	75,628	78,065	80,405
19	68,603	71,000	74,238	77,472	79,967	82,365
20	69,524	72,390	75,694	78,990	81,536	83,983
21	70,446	73,809	77,176	80,541	83,135	85,629
22	71,995	75,434	78,877	82,313	84,963	87,513
23	73,753	77,274	80,800	84,320	87,037	89,647
24	75,051	78,635	82,223	85,806	88,569	91,226
25	76,366	80,015	83,664	87,307	90,122	93,166
26	77,704	81,415	85,131	88,840	91,701	94,451
27	80,813	84,672	88,535	92,393	95,370	98,231
28		88,486	92,520	96,553	99,662	102,653
29			97,148	101,377	104,486	107,622
30			97,682	101,914	105,025	108,175
31			98,218	102,448	105,559	108,727
32			98,754	102,986	106,094	109,277
33			99,290	103,521	106,631	109,830
34			99,820	104,057	107,166	110,381
35			100,356	104,587	107,698	110,929
36			100,891	105,124	108,232	111,479
37			101,428	105,658	108,772	112,035

2023-24 MEEA Salary Schedule – 5.00% Year over Year Increase

	BA	BA15	BA30/MA	MA15	MA30	MA45
1	48,220	49,422	52,559	55,810	58,319	60,697
2	49,220	50,422	53,559	56,810	59,319	61,697
3	50,270	51,472	54,609	57,860	60,369	62,747
4	51,404	52,606	55,743	58,994	61,503	63,881
5	52,538	53,740	56,877	60,128	62,637	65,015
6	53,717	54,919	58,056	61,308	63,816	66,194
7	54,944	56,146	59,283	62,534	65,043	67,420
8	56,219	57,422	60,559	63,810	66,319	68,697
9	57,599	58,801	61,939	65,190	67,699	70,076
10	59,034	59,877	63,373	66,624	69,134	71,510
11	60,527	61,609	64,865	68,116	70,627	73,002
12	62,065	63,145	66,403	69,654	72,163	74,540
13	63,648	64,728	67,985	71,237	73,747	76,123
14	65,278	66,359	69,615	72,867	75,378	77,753
15	66,952	67,933	71,249	74,541	77,051	79,427
16	68,671	69,652	72,928	76,260	78,770	81,146
17	70,435	71,416	74,652	78,024	80,534	82,910
18	72,244	73,225	76,421	80,833	82,343	84,719
19	74,098	75,079	78,235	82,687	84,197	86,573
20	75,997	76,978	80,094	84,586	86,096	88,472
21	77,941	78,922	81,998	86,530	88,040	90,416
22	79,930	80,911	83,947	88,529	90,029	92,405
23	81,964	82,945	85,941	90,573	92,073	94,449
24	84,043	85,024	87,980	92,662	94,162	96,538
25	86,167	87,148	89,964	94,806	96,306	98,682
26	88,336	89,317	91,993	97,005	98,505	100,881
27	90,550	91,531	94,067	99,259	100,759	103,135
28	92,809	93,790	96,186	101,568	103,068	105,444
29	95,114	96,095	98,350	103,932	105,432	107,808
30	97,465	98,446	100,559	106,351	107,851	110,227
31	99,862	100,843	102,843	108,825	110,325	112,701
32	102,305	103,286	105,182	111,354	112,854	115,230
33	104,794	105,775	107,576	113,938	115,438	117,814
34	107,329	108,310	109,925	116,577	118,077	120,453
35	109,910	110,891	112,329	119,271	120,771	123,147
36	112,537	113,518	114,788	122,020	123,520	125,896
37	115,210	116,191	117,299	124,824	126,324	128,700

2024-25 MEEA Salary Schedule – 4.00% Year over Year Increase

	BA	BA15	BA30/MA	MA15	MA30	MA45
1	49,149	50,399	53,661	57,043	59,652	62,124
2	50,149	51,399	54,661	58,043	60,652	63,124
3	51,189	52,439	55,701	59,083	61,692	64,164
4	52,281	53,531	56,793	60,175	62,784	65,256
5	53,460	54,710	57,973	61,354	63,963	66,436
6	54,640	55,889	59,152	62,534	65,142	67,615
7	55,866	57,116	60,379	63,760	66,369	68,842
8	57,142	58,392	61,654	65,036	67,645	70,117
9	58,468	59,719	62,981	66,363	68,972	71,444
10	59,903	61,153	64,416	67,798	70,407	72,879
11	61,395	62,272	65,908	69,289	71,899	74,371
12	62,948	64,073	67,459	70,841	73,452	75,922
13	64,548	65,671	69,059	72,440	75,049	77,522
14	66,194	67,317	70,705	74,086	76,696	79,168
15	67,889	69,013	72,400	75,781	78,393	80,863
16	69,287	70,410	73,798	77,180	79,790	82,261
17	70,747	71,872	75,259	78,640	81,249	83,722
18	71,896	73,022	76,408	79,790	82,399	84,871
19	72,903	74,230	77,614	80,999	83,607	86,115
20	73,909	75,685	79,137	82,586	85,247	87,803
21	74,914	77,532	81,068	84,599	87,324	89,943
22	75,920	79,050	82,657	86,257	89,038	91,709
23	76,927	80,599	84,276	87,951	90,783	93,507
24	78,618	82,374	86,133	89,885	92,780	95,564
25	80,538	84,383	88,233	92,077	95,044	97,895
26	81,956	85,870	89,787	93,700	96,717	99,619
27	83,392	87,376	91,361	95,340	98,413	101,737
28		88,905	92,963	97,013	100,138	103,141
29			96,680	100,893	104,144	107,268
30			101,032	105,435	108,830	112,097
31			106,085	110,703	114,098	117,523
32			106,669	111,290	114,687	118,128
33			107,254	111,873	115,271	118,730
34			107,839	112,461	115,855	119,331
35			108,424	113,045	116,441	119,934
36			109,003	113,630	117,025	120,536
37			109,588	114,209	117,606	121,135

2025-26 MEEA Salary Schedule – 4.00% Year over Year Increase

	BA	BA15	BA30/MA	MA15	MA30	MA45
1	50,115	51,415	54,808	58,325	61,038	63,609
2	51,115	52,415	55,808	59,325	62,038	64,609
3	52,155	53,455	56,848	60,365	63,078	65,649
4	53,236	54,536	57,929	61,446	64,159	66,731
5	54,372	55,672	59,065	62,582	65,295	67,867
6	55,599	56,899	60,292	63,808	66,522	69,093
7	56,825	58,125	61,518	65,035	67,748	70,320
8	58,101	59,401	62,794	66,311	69,024	71,595
9	59,427	60,727	64,120	67,637	70,350	72,922
10	60,806	62,107	65,501	69,017	71,731	74,302
11	62,299	63,599	66,993	70,510	73,223	75,795
12	63,851	64,763	68,544	72,061	74,775	77,346
13	65,466	66,636	70,158	73,675	76,390	78,959
14	67,130	68,298	71,821	75,338	78,051	80,623
15	68,841	70,010	73,533	77,050	79,764	82,335
16	70,604	71,774	75,296	78,813	81,528	84,097
17	72,058	73,227	76,750	80,267	82,981	85,552
18	73,576	74,747	78,269	81,786	84,499	87,071
19	74,772	75,943	79,465	82,981	85,695	88,266
20	75,819	77,199	80,718	84,239	86,951	89,560
21	76,865	78,712	82,303	85,890	88,656	91,315
22	77,911	80,633	84,311	87,983	90,817	93,541
23	78,957	82,212	85,964	89,708	92,599	95,378
24	80,004	83,823	87,647	91,469	94,414	97,248
25	81,763	85,669	89,579	93,481	96,491	99,387
26	83,759	87,758	91,763	95,760	98,846	101,810
27	85,234	89,304	93,379	97,448	100,586	103,604
28		90,871	95,015	99,153	102,350	105,807
29			96,681	100,893	104,143	107,266
30			100,548	104,929	108,310	111,559
31			105,073	109,653	113,184	116,581
32			110,329	115,131	118,662	122,224
33			110,936	115,741	119,275	122,853
34			111,544	116,348	119,882	123,479
35			112,153	116,959	120,489	124,104
36			112,761	117,567	121,099	124,732
37			113,363	118,175	121,706	125,358

APPENDIX B – Extracurricular Schedules

		1.00%	1.00%	2.00%	3.00%
CLUB/ACTIVITY	FY22 STIPEND	2022-2023	2023-2024	2024-2025	2025-2026
Band Asst (5/6)	\$3,714.00	\$3,751.00	\$3,789.00	\$3,865.00	\$3,981.00
Band Asst (7/8) Includes Summer	\$3,714.00	\$3,751.00	\$3,789.00	\$3,865.00	\$3,981.00
Band Director (5/6)	\$7,449.00	\$7,523.00	\$7,598.00	\$7,750.00	\$7,983.00
Band Director (7/8) Includes Summer	\$7,321.00	\$7,394.00	\$7,468.00	\$7,617.00	\$7,846.00
Beta Club	\$3,255.00	\$3,288.00	\$3,321.00	\$3,387.00	\$3,489.00
Chess Club	\$1,947.00	\$1,966.00	\$1,986.00	\$2,026.00	\$2,087.00
Choir/Swing Choir (7/8)	\$4,521.00	\$4,566.00	\$4,612.00	\$4,704.00	\$4,845.00
Choir/Swing Choir (5/6)	\$4,521.00	\$4,566.00	\$4,612.00	\$4,704.00	\$4,845.00
Drama (7/8)- 2 Positions	\$3,114.00	\$3,145.00	\$3,176.00	\$3,240.00	\$3,337.00
Drama (5/6)- 2 Positions	\$2,495.00	\$2,520.00	\$2,545.00	\$2,596.00	\$2,674.00
Graduation	\$0.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Jazz Band Director (7/8)	\$2,435.00	\$2,459.00	\$2,484.00	\$2,534.00	\$2,610.00
Math Club (3 Positions)	\$3,405.00	\$3,439.00	\$3,473.00	\$3,542.00	\$3,648.00
Scholastic Bowl (2 Positions)	\$4,117.00	\$4,158.00	\$4,200.00	\$4,284.00	\$4,413.00
Science Club (2 Positions)	\$2,488.00	\$2,513.00	\$2,538.00	\$2,589.00	\$2,667.00
Speech (15 student minimum)*	\$2,402.00	\$2,426.00	\$2,450.00	\$2,499.00	\$2,574.00
Spelling Contest	\$985.00	\$995.00	\$1,005.00	\$1,025.00	\$1,056.00
Student Council (6th)	\$3,255.00	\$3,288.00	\$3,321.00	\$3,387.00	\$3,489.00
Student Council (7/8)	\$3,255.00	\$3,288.00	\$3,321.00	\$3,387.00	\$3,489.00
Yearbook (5/6)	\$4,361.00	\$4,405.00	\$4,449.00	\$4,538.00	\$4,674.00
Yearbook (7/8)	\$4,361.00	\$4,405.00	\$4,449.00	\$4,538.00	\$4,674.00
SPORT					
Baseball A	\$6,185.00	\$6,247.00	\$6,309.00	\$6,435.00	\$6,628.00
Baseball B	\$5,149.00	\$5,200.00	\$5,252.00	\$5,357.00	\$5,518.00
Baseball C	\$3,947.00	\$3,986.00	\$4,026.00	\$4,107.00	\$4,230.00
Basketball- Boys 8	\$7,092.00	\$7,163.00	\$7,235.00	\$7,380.00	\$7,601.00
Basketball- Boys 7	\$6,034.00	\$6,094.00	\$6,155.00	\$6,278.00	\$6,466.00
Basketball- Boys 6A	\$5,255.00	\$5,308.00	\$5,361.00	\$5,468.00	\$5,632.00
Basketball- Boys 6B*	\$5,128.00	\$5,179.00	\$5,231.00	\$5,336.00	\$5,496.00
Basketball- Girls 8	\$6,966.00	\$7,036.00	\$7,106.00	\$7,248.00	\$7,465.00
Basketball- Girls 7	\$5,908.00	\$5,967.00	\$6,027.00	\$6,148.00	\$6,332.00
Basketball- Girls 6A	\$5,002.00	\$5,052.00	\$5,103.00	\$5,205.00	\$5,361.00
Basketball- Girls 6B*	\$5,002.00	\$5,052.00	\$5,103.00	\$5,205.00	\$5,361.00
Bowling 7/8	\$2,488.00	\$2,513.00	\$2,538.00	\$2,589.00	\$2,667.00
Bowling 5/6	\$2,488.00	\$2,513.00	\$2,538.00	\$2,589.00	\$2,667.00
Cheerleading 7/8	\$6,523.00	\$6,588.00	\$6,654.00	\$6,787.00	\$6,991.00

Cheerleading 6th	\$4,297.00	\$4,340.00	\$4,383.00	\$4,471.00	\$4,605.00
Cross Country Head (2 Positions)	\$5,026.00	\$5,076.00	\$5,127.00	\$5,230.00	\$5,387.00
Cross Country Asst (2 Positions)	\$0.00	\$4,000.00	\$4,040.00	\$4,121.00	\$4,245.00
Soccer Boys A	\$4,424.00	\$4,468.00	\$4,513.00	\$4,603.00	\$4,741.00
Soccer Boys B	\$4,039.00	\$4,079.00	\$4,120.00	\$4,202.00	\$4,328.00
Soccer Girls A	\$4,172.00	\$4,214.00	\$4,256.00	\$4,341.00	\$4,471.00
Soccer Girls B	\$3,810.00	\$3,848.00	\$3,886.00	\$3,964.00	\$4,083.00
Softball A	\$6,185.00	\$6,247.00	\$6,309.00	\$6,435.00	\$6,628.00
Softball B	\$5,149.00	\$5,200.00	\$5,252.00	\$5,357.00	\$5,518.00
Softball C	\$3,947.00	\$3,986.00	\$4,026.00	\$4,107.00	\$4,230.00
Track Head (2 Positions)	\$6,371.00	\$6,435.00	\$6,499.00	\$6,629.00	\$6,828.00
Track Assistant (6 Positions)	\$5,060.00	\$5,111.00	\$5,162.00	\$5,265.00	\$5,423.00
Volleyball- 8	\$6,799.00	\$6,867.00	\$6,936.00	\$7,075.00	\$7,287.00
Volleyball- 7	\$5,846.00	\$5,904.00	\$5,963.00	\$6,082.00	\$6,264.00
Volleyball- 6A	\$5,154.00	\$5,206.00	\$5,258.00	\$5,363.00	\$5,524.00
Volleyball- 6B*	\$5,154.00	\$5,206.00	\$5,258.00	\$5,363.00	\$5,524.00
Wrestling Head	\$7,598.00	\$7,674.00	\$7,751.00	\$7,906.00	\$8,143.00
Wrestling Assistant (2 Positions)	\$6,577.00	\$6,643.00	\$6,709.00	\$6,843.00	\$7,048.00
Intramural Basketball (3,4,5th grades)	\$3,894.00	\$3,933.00	\$3,972.00	\$4,051.00	\$4,173.00
Intramural Volleyball (3,4,5th grades)	\$3,894.00	\$3,933.00	\$3,972.00	\$4,051.00	\$4,173.00
OTHER RATES					
Detention (per hour)		\$30.00	\$30.00	\$30.00	\$30.00
Homework Club (per hour)		\$30.00	\$30.00	\$30.00	\$30.00
Interpreter (per hour)		\$30.00	\$30.00	\$30.00	\$30.00
Internal Sub (per period)		\$30.00	\$30.00	\$30.00	\$30.00
Professional Development/Curriculum Development		\$30.00	\$30.00	\$30.00	\$30.00
Fan Bus Chaperone (per event)		\$90.00	\$90.00	\$90.00	\$90.00
Timer/Scorer/Moderator/Ticket Taker/Crowd Control (per event)		\$50.00	\$50.00	\$50.00	\$50.00
Supervisor/Administrative Coverage (per event)		\$75.00	\$75.00	\$75.00	\$75.00
*Position to be filled at the discretion of the employer based on the number of students participating.					
Stipends will be revisited annually to determine effectiveness.					
Coaches/Sponsors with 1 to 3 years of experience receive 70% of the maximum salary.					
Experience in a particular sport/activity may be from another school.					
Note: Service need not be continuous.					

Execution of Agreement

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


Dated this 9 day of June, 2022.

Duration of Agreement

This Agreement shall be effective as of the first teacher work day of the 2022-23 school year and shall continue in effect until the day prior to the start of the 2025-26 school year.

FOR THE

BOARD OF EDUCATION OF
DISTRICT NO. 201



President

ATTEST:



Secretary

Tentative Agreement: 5-13-2022
(Date)

Ratified: June 9, 2022
(Date)

FOR THE

MINOOKA ELEMENTARY
EDUCATION ASSOCIATION IEA/NEA



President

ATTEST:



Secretary

Tentative Agreement: 5-13-2022
(Date)

Ratified: June 9, 2022
(Date)