

**PROFESSIONAL NEGOTIATIONS AGREEMENT BETWEEN**  
**MOLINE-COAL VALLEY**  
**BOARD OF EDUCATION, DISTRICT NO. 40**  
**AND**  
**MOLINE EDUCATION ASSOCIATION**

**2021-2022 School Year**  
**&**  
**2022-2023 School Year**

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## **PREAMBLE**

This Agreement, entered into this 23<sup>rd</sup> day of August, 2021, is by and between the Board of Education of the School District No. 40, Moline, Illinois, hereinafter referred to as the "School Board" and the Moline Education Association, hereinafter called the "Association," affiliated with the Illinois and National Education Associations.

## **WITNESSETH**

WHEREAS, the School Board and the Association recognize and declare that providing a quality education for the children of School District No. 40, Moline, Illinois, is their mutual aim and that the character of such education is related to the quality and morale of the teachers, administrators, School Board members, and non-instructional employees, and

WHEREAS, the members of the teaching profession are particularly qualified to be involved in formulating policies and programs designed to improve educational standards, and

WHEREAS, the School Board and the Association believe that this Agreement will assist in preventing and resolving tension by affording opportunities to negotiate in good faith with respect to matters of salary, related economic conditions of employment, grievance procedure, and all other conditions of professional service, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

It is hereby agreed as follows:

## **ARTICLE I RECOGNITION**

- A. The School Board hereby recognizes the Association as the exclusive and sole bargaining representative for all regularly employed certificated personnel, but excluding:  
  
Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Deans, and substitute teachers.
- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and reference to teachers of a particular gender contained herein shall also include teachers of the other gender.
- C. The School Board agrees not to negotiate with any teachers' organization or group of teachers other than the Association for the duration of this Agreement with respect to salary, related economic conditions of employment, grievance procedure, and all other conditions of professional service.
- D. The School Board agrees not to negotiate with any teacher individually during the duration of this Agreement with respect to salary, related economic conditions of employment, grievance procedure, and all other conditions of professional service.

## **ARTICLE II EFFECT OF AGREEMENT**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.
- B. Except as this Agreement shall hereinafter otherwise provide, all hours, wages, terms, and conditions of employment applicable on the effective date of this Agreement with teachers covered by this Agreement, as established by the rules, regulations, past practice, and/or policies of the School Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any teacher benefit existing prior to its effective date. This implies no restrictions or changes in School Board policy except those included in this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by an amendment in writing duly executed by both parties.
- D. This Agreement shall be incorporated into the School Board Policies of School District No. 40, Moline, Illinois, and shall be a part of the School Board Policies.
- E. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in an amendment hereto during the duration of this Agreement.
- F. Any contract between the School Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.
- G. Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Article, Section, or Clause.

## **ARTICLE III RESPONSIBILITIES AND RIGHTS**

- A. It is recognized by all parties hereto that the School Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself 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.
- B. It is the mutual responsibility of the School Board and the Association to meet at reasonable times and negotiate in good faith with respect to salary, related economic conditions of employment, grievance procedure, and all other conditions of professional service or to negotiate an agreement or any question arising under this Agreement. Such obligation does not compel either party to agree to a proposal.
- C. Good faith is defined as the mutual responsibility of the School Board and the Association to deal with each other openly, fairly, and in a sincere manner in an effort to reach a mutual agreement relating to any and all items of mutual concern.

- D. It is the mutual responsibility of the School Board and the Association that their respective agents shall be clothed with all necessary power and authority to make proposals, consider proposals, make counterproposals in the course of negotiations, and to reach tentative agreements which shall be presented to the School Board and the Association respectively.
- E. The School Board hereby agrees that every teacher shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. Nothing herein shall require any teacher, to be a member of, or participate in, the activities of the Association.
- F. As a duly-elected body exercising governmental power under color of law of the State of Illinois, the School Board undertakes and agrees that it will respect any teacher's rights conferred by the laws of Illinois or the Constitution of Illinois and the Constitution of the United States; that it will respect any teacher's rights concerning salary, related economic conditions of employment, grievance procedure, and all other conditions of professional service, by reason of his membership in the Association, his participation in any activities of the Association, or collective professional negotiations with the School Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to salary, related economic conditions of employment, grievance procedure, and all other conditions of professional service.
- G. The School Board and the Association have a mutual responsibility to implement this Agreement and to resolve the problems that arise under this Agreement. For these purposes, the School Board and/or its representatives and the Association shall meet, upon request of either party, once each month for the purpose of reviewing the administration of this Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. Such meetings shall be held under the following conditions:
1. Unless otherwise agreed, all meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities.
  2. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the School Board and the Association.
- H. Consistent with the Code of Ethics of the Education Profession, teachers shall be entitled to full rights of citizenship, and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.
- I. The School Board and the Association agree that they shall not discriminate against any employee by reason of race, color, religion, gender, disability, age, marital status, citizenship status, military status, unfavorable discharge from the military service, or national origin or ancestry, and that the provisions of this Agreement shall be applied in a fair and just manner.
- J. Every teacher has a right to fair and equitable treatment and, accordingly, shall not be acted against except for sufficient, fair reason.
- K. The School Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all open School Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the

Association to process any grievance or complaint. The Association will furnish copies of any pertinent information as reasonably requested by the School Board or its representatives. This, however, does not apply to information deemed confidential by law.

## **ARTICLE IV NEGOTIATIONS PROCEDURES**

- A. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- B. Either party may select whomever they wish to represent them in negotiations.
- C. The School Board and the Association agree to enter into negotiations over a successor Agreement not sooner than May 15, 2019, and not later than June 15, 2019, unless both parties agree to an alternate date. Said Agreement is to cover salary, related economic conditions of employment, grievance procedure, all other conditions of professional service
- D. In the event a news release is to be issued by either party to ongoing negotiations, the party desiring to issue the news release shall inform the other side of the content of the news release prior to the issuance of the news release. In the event the news release is to be a mutual news release, then the parties shall attempt to reach an agreement as to the written content of that news release.
- E Tentative Agreements reached during negotiations will be reduced to writing and signed at the meeting at which the tentative Agreement is reached. The whole tentative Agreement will then be subject to ratification by the Association and the School Board. After ratification by both parties, the School Board and the Association will sign the Agreement.
- F. CONCILIATION

When there has been persistent failure to reach agreement, either the School Board or the Association may submit the matter to conciliation for the purpose of inducing the School Board and the Association to make a voluntary agreement. The School Board and the Association will endeavor to find a mutually acceptable local conciliator with the express purpose of resolving any differences or impasse that may exist. The recommendations and findings of the local conciliator are advisory only. The total time limit for the selection of a conciliator and the resolution of any differences or impasses that may exist is ten (10) school days. In the event the parties are unable to agree, the conciliator shall be selected in the following manner:

Immediately after submittal to conciliation, the American Arbitration Association shall submit simultaneously to each party an identical list of the names of five (5) persons skilled in conciliation of educational matters. Each party has seven (7) days from the mailing date in which to cross off any names to which it objects, number the remaining names in order of its preference, and return the list to the American Arbitration Association. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the American Arbitration Association shall invite the acceptance of a conciliator.

If the parties fail to agree upon any of the persons named, or if those named decline or are unable to act, or if for any other reason an appointment cannot be made from such lists of names, the American Arbitration Association shall appoint a conciliator from its other members without submitting additional lists.

The format, dates, and times of meetings will be arranged by the conciliator and such meetings will be conducted in closed sessions.

The costs for the services of the conciliator, including per diem expenses, if any, and actual and necessary travel expenses, shall be shared equally by the School Board and the Association.

The conciliator shall meet with the parties or their representatives, or both, forth with, either jointly or separately, and shall take such other steps as may be deemed appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the conciliator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

#### **G. FACT FINDING**

If the conciliation process described in Section F has failed to produce agreement on all issues, either the School Board or the Association may submit the matter(s) to a fact finder.

The fact finder shall be selected in the same manner described in Section F of this Article.

The fact finder shall, within ten (10) days after appointment, meet with the parties or their representatives, or both, forthwith, either jointly or separately, make inquiries and investigations, hold hearings, and shall take such other steps as the fact finder deems appropriate. The School Board and the Association shall furnish the fact finder, upon request, all records, papers, and information in their possession relating to any matter under investigation by or in issue before the fact finder. If the dispute is not settled prior thereto, the fact finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only, and shall be made within thirty (30) days after the appointment. Any findings of fact and/or recommended terms of settlement shall be submitted in writing to the parties. Within ten (10) days from receipt of the written report, both parties must notify the fact finder of their decision. If the written report is not accepted, the reasons for non-acceptance must be included in the response. If no agreement is reached within ten (10) days from receipt of the written report, the responses will be added to the fact finder's written report. The costs for the services of the fact finder, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the School Board and the Association. All fact finding hearings shall be closed and not open to the public.

### **ARTICLE V GRIEVANCE PROCEDURE**

#### **A. Definition**

Any claim by the Association or any employee that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement or any School Board Policy regarding wages, hours, terms and conditions of employment.

## B. Time Limits

For the purposes of this Article, during the school year any and all references to days shall mean only those days during the week for which school is in session (teacher employment days). When school is out of session, the time limits shall consist of all weekdays during which the District office is open. Any time limit contained in this Article may only be extended with the written consent of the School Board and the Association.

The grievance procedure must be initiated in writing within twenty (20) days of the knowledge of the occurrence of the alleged violation or within twenty (20) days of when such occurrence might reasonably have been ascertained.

## C. Procedure

**Step One:** Prior to the filing of formal, written grievance, the grievant and his/her supervisor shall attempt to resolve the grievance in an informal, verbal discussion. Such attempt to resolve any grievance informally shall be made within ten (10) days from the date of the event giving rise to the grievance, or within ten (10) days from the date the event was known or should have been known.

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the grievant, an Association representative may accompany the grievant to assist in the informal resolution of the grievance.

If, however, the informal processes fail to satisfy the employee or the Association, a grievance may be processed as follows:

**Step Two:** If the grievance is not resolved in **Step One**, the Association or grievant shall present the grievance in writing to the grievant principal assigned to the building of the location of the grievance and/or the person designated by the School Board with the authority to make the decision on the grievance inside each of the school buildings. The written grievance must be filed within twenty (20) days from the date of the event that gave rise to the grievance, or within twenty (20) days from the date that the event was known or should have been known. The written grievance shall state the nature of the grievance, and include information as available to support such grievance including the Article or Policy allegedly violated.

Within ten (10) days of the informal process in **Step One**, the employee or the Association must present the grievance in writing to the employee's immediately involved principal, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The written grievance shall state the nature of the grievance, shall note the specific Article or School Board Policy allegedly violated, and must state the solution requested.

The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

**Step Three:** In the event the grievance is not resolved at **Step Two**, then the grievant or the Association may refer the grievance to the Superintendent or the Superintendent's official



designee within ten (10) days after receipt of the **Step Two** written response. The Superintendent shall arrange with the Association representative for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal at a time when all parties are able to attend. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response, including any and all reasons for the decision.

**Step Four:** If the Association is not satisfied with the disposition of the grievance at **Step Three**, the Association may submit the grievance to arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. A written request for arbitration must be submitted within thirty (30) days of receipt of the Superintendent's written decision. If a demand for arbitration is not filed within thirty (30) days of the date from the **Step Three** answer, then the grievance shall be deemed withdrawn.

1. Neither the School Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement.
3. Each party shall bear the full costs of its side of the arbitration and will pay one-half (50%) of the costs of the arbitrator, hearing and transcripts, if desired.

- D. If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.
- E. If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.
- F. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at **Step Three**.
- G. The School Board acknowledges the right of the Association to have representation participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.
- H. When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.
- I. The School Board and the Administration shall cooperate with the Association in the investigation of any grievance.
- J. No reprisals shall be taken by the School Board or the Administration against any employee because of the employee's participation in a grievance.
- K. If a grievance meeting shall be conducted at a time requiring that a grievant or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay or benefits.
- L. All records related to a grievance shall be filed separately from the personnel files of the employees.
- M. A grievance may be withdrawn at any level without establishing precedent.
- N. If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

- O. With the written consent of both parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
- P. Where possible and feasible, meetings at **Step Two** and beyond shall take place during the normal school day unless both parties agree to a time mutually acceptable.

## **ARTICLE VI**

### **ASSOCIATION AND TEACHER RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under *The School Code of Illinois* or other applicable laws and regulations. The right granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The Association shall have the right to use school equipment, including typewriters, duplicating equipment, calculating machines, computers, and all types of audio-visual equipment, at reasonable times when such equipment is not in use and/or its use does not interfere with the instructional programs. Such equipment shall not be used for political purposes. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- C. It will be the practice of the School Board to involve the teaching staff of this District on committees and planning groups that deal with the development of district building plans, District budget, teacher evaluation procedures, and the establishment of district policies. Where feasible and possible, the President of the Association will be asked to appoint members of such committees.
- D. Only probationary teachers and newly employed certificated staff will receive contracts during negotiations up through and including the enactment of the fact finder's written report.
- E. The School Board in cooperation with the Association shall cause the preparation of sufficient copies of this Agreement to be made for distribution to each employee covered hereby within ninety (90) calendar days after ratification by the Association and the School Board. The cost of materials and personnel used in the preparation and distribution of this Agreement shall be shared equally by the School Board and the Association.
- F. A teacher required to appear before the Superintendent, the School Board, or any committee thereof concerning any matter which could in any manner adversely affect the continuance of this teacher in his official position of employment or the salary or any increments thereof, shall be given prior written notice of the reasons for such meetings or interviews and shall be entitled to have a representative present to advise him and represent him during such meetings or interviews. Any suspension of a teacher pending charges shall be with pay. Following the filing of charges, suspension may be with or without pay. Official notification by School Board representatives by certified mail to the teacher containing reasons for such suspension shall constitute filing of charges as referred to in this Section.
- G. Teachers may leave the building during a conference and planning period only for duties attendant to their professional responsibilities. For reasons other than this, permission from the building principal or the principal's designee is required. In any case, the school office shall be notified when a teacher leaves, in accordance with the provisions of this Section.
- H. The Administration, in an effort to keep the staff informed, will send to the designated Association faculty representative, for posting on Association bulletin boards in each building, a copy of the agenda for the next School Board meeting. This will be done at least forty-eight (48) hours previous to said

School Board meeting. In addition, approved minutes of open meetings will be sent to each building for similar posting. The Association President also will receive such materials through the mail.

- I. The Association may have announcements read over the intercom system in each school that, in their reading, have no impact upon the student body.

Such announcements are to be made at the times regularly scheduled for announcements within that building. The building principal or his designee shall be notified of the announcements prior to release. Such announcements shall not be political in nature.

- J. Any teacher shall have the right, upon request, to review the contents of his/her own personnel file in the office of the Assistant Superintendent for Administration and Human Resources. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Materials deemed confidential by law shall be excepted. Prior notice of intent to review the contents of said personnel file shall be given to permit an official School Board representative to make arrangements to be present. Files are not to be removed from the office and must be examined in the presence of a representative of the School Board.

- K. Each teacher's personnel file shall contain the following minimum items of information:

1. Required medical information.
2. Teacher evaluation reports and other information regarding teacher performance.
3. Other information which is used as a basis for discipline or failure to reemploy a teacher.

- L. During a teacher's employment in School District No. 40, nothing shall be placed in his/her personnel file of an evaluative nature without the teacher's knowledge. The teacher shall sign and date a statement indicating knowledge of the insertion. Witnessed refusal of the teacher to sign the statement shall be considered a waiver of such right. No material may be placed in the teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and such response shall become a part of said file.

- M. All formal monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher. Any informal monitoring or observation, which is to be used to evaluate the teacher, shall be reduced to writing and discussed with the teacher within three (3) school days of the monitoring or observation.

- N. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building.

- O. The Association shall have the right to use the District mail service and teacher mailboxes for communications to teachers.

- P. The Association and its representatives shall have the right to use school buildings for meetings, provided that when special custodial service is required, the School Board may make a reasonable charge therefore.

- Q. Duly authorized representatives of the Association and their respective affiliates shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations; and further provided, no Association's views on matters relating to supervisor-teacher or School Board-teacher relationships will be discussed in the presence of students.

## **ARTICLE VII PROFESSIONAL RESPONSIBILITIES**

Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student. Teachers, therefore, are to discharge, with proficiency, their professional responsibilities, which shall include:

- A. Meeting, as required and within reason, with children, parents, and/or consultants.
- B. Making adequate preparation for daily instruction, including plans for substitutes unless herein otherwise agreed upon.
- C. Attending all staff meetings reasonably required during the day.
- D. Attending PTA/PTO meetings as reasonably designated by the building principal.
- E. Attending all in-service meetings as reasonably required.
- F. Obtaining the Superintendent's approval prior to use of buildings for private gain.
- G. Being in his/her classroom or attending to instructional-related tasks at least fifteen (15) minutes before opening and twenty (20) minutes after closing for elementary; fifteen (15) minutes before opening and sixteen (16) minutes after closing for middle school; and fifteen (15) minutes before opening and twenty-five (25) minutes after closing for high school unless excused by the principal.
- H. Using the conference and planning period only for instructional-related activities.

## **ARTICLE VIII PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. Except as provided in Section B, each teacher employed by the School Board for a regular teaching assignment shall have a Bachelor's Degree from an accredited college or university and shall be properly certified in accordance with 105 ILCS 5/21-1 of The School Code of Illinois.
- B. Teachers holding provisional certificates who are employed by School District No. 40 shall remove certification deficiencies in accordance with *The Illinois Program for Evaluation, Supervision, and Recognition of Schools, January 1, 1986, Illinois State Board of Education, Part 1* or successor documents ruling on provisional certification.
- C. Teachers will be assigned to positions for which they are certified and qualified in accordance with *The Illinois Program for Evaluation, Supervision, and Recognition of Schools, January 1, 1986, Illinois State Board of Education, Part 1* or successor documents ruling on provisional certification.
- D. To assure teachers adequate time for preparation for next year's teaching assignments, they will be given adequate prior notice of such assignments. Teachers at the secondary level will be notified in writing of their teaching schedule by July 1. Elementary teachers shall be notified of grade-level assignment by this same date. Where changes are required because of necessary administrative changes or made necessary because of resignations, affected persons shall be notified and consulted as early as possible. Assignment changes shall not be made later than July 1 unless an emergency situation arises.

E. Additional assignments for certified staff in high school and middle school.

1. Determination of first additional assignment

- a. Assignment for duty will be made by the Administration with no compensation on a rotating basis while also taking into consideration the teacher's area of expertise and the planning time required for said duty.
- b. Supervisory assignments will be made by the Administration with no compensation.
- c. Volunteers will be sought for a first additional assignment. Teachers shall be selected from a list of qualified volunteers. Those qualified teachers with the highest seniority shall be first offered the assignment.
- d. If there are not sufficient volunteers for the first additional assignment, the Administration will actively seek qualified non-District personnel for such vacancies. Beginning the 2014-2015 school year, qualified non-district personnel will be hired on a pro-rated certified regular basis, using the teachers' annual salary schedule.
- e. If volunteers or non-District staff are not available, such extra assignment shall be distributed equitably for no more than one (1) semester of a school year. The Administration shall assign qualified teachers on the basis of reverse seniority. Such assignments shall be made after consultation with the President of the Association or the President's designee(s). As a part of this consultation, the Administration shall provide evidence of seeking volunteers and non-district staff for such assignments.
- f. Teachers who teach an academic first additional assignment shall receive additional compensation per semester for each assignment equal to 17% of the base salary zero step of the bachelors column on the salary schedule, pro-rated for each semester.
- g. Involuntary assignments will not be used as a means of implementing a reduction in force.
- h. Steps 1.c., 1.d., and 1.e. will be repeated preceding each new school year.

2. Determination of second additional assignment.

- a. Volunteers will be sought for a second additional assignment. Teachers shall be selected from a list of qualified volunteers. Those qualified teachers with the highest seniority shall be first offered the assignment.
- b. If there are not sufficient volunteers for the second additional assignment, the Administration will actively seek qualified non-District personnel for such vacancies. Beginning the 2014-2015 school year, qualified non-District personnel will be hired on a pro-rated certified regular basis, using the teachers' annual salary schedule.
- c. If volunteers or non-District staff are not available, such extra assignment shall be distributed equitably for no more than one (1) semester of a school year. The Administration shall assign qualified teachers on the basis of reverse seniority. Such assignments shall be made after consultation with the President of the Association or the President's designee(s). As a part of this consultation, the Administration shall provide evidence of seeking volunteers and non-district staff for such assignments.
- d. Any voluntary full year second additional assignment shall be compensated at the rate of one-sixth (1/6) of the individual's salary for that school year. Less than a full year assignment shall be paid on a pro-rata basis.
- e. Involuntary assignments will not be used as a means of implementing a reduction in force.
- f. Steps 2.a, 2.b., and 2.c. will be repeated preceding each new school year.

F. High School Administration will create an Exceeds Overload Report each semester for the Superintendent's review. This report will consist of data representing the number of overloads by department, including trend data. The intent of the report is to assist the Administration and the School Board in determining the number of teachers for classes offered.

- G. Any assignments in addition to the normal teaching schedule during the regular school year (extra duty assignments enumerated in Exhibit B - Differentials, summer school, night school) shall normally be on a voluntary basis. Employees of the building/District shall be given first consideration. If applicants are equally qualified, the position shall be awarded to the person applying from within the building. After an effort has been made to fill the position from within the District, applicants shall be sought from the community. If volunteers are not available within the District staff or community, however, such extra duties shall be assigned equitably on a year-to-year basis, in the best interests of School District No. 40. Such emergency assignments shall be made after consultation with the President of Association or the President's designee.
- H. Any middle school or high school teacher who accepts a class which requires forfeiture of the preparation period shall be compensated at the hourly rate of twenty five dollars (\$25). Any teacher who accepts said class for greater than ten consecutive days shall be compensated at the hourly rate of thirty dollars (\$30.00) beginning on the eleventh consecutive day and every day thereafter.

At the elementary level, any teacher who accepts a class which requires forfeiture of the preparation period shall be compensated at the hourly rate of twenty five dollars (\$25).

Any fractional part of an hour exceeding one-fourth ( $\frac{1}{4}$ ) hour shall be considered a class hour.

- I. In the event that a licensed substitute teacher cannot be secured for a long-term approved absence of a Student Services Specialist (i.e., Psychologist, Social Worker, Speech Language Pathologist, or School Counselor), a thirty-five dollar (\$35) rate of pay will be provided for each day that a Student Services Specialist provides additional case load coverage. Overload pay will only be provided when a long-term leave has been approved by the Assistant Superintendent for Administration and Human Resources, and then when appointed by the Assistant Superintendent for Pupil Services and Special Education.
- J. Compensation, at the rate of twenty (\$20.00) per hour or any fraction of an hour, will be paid for any Multi-Disciplinary Conference/Individual Education Plan (MDC/IEP) that extends more than 120 minutes beyond the teacher work day.

## **ARTICLE IX TEACHING CONDITIONS**

- A. Speech and language pathologists, reading consultants, traveling teachers, counselors, and special education teachers shall be provided with sufficient travel time between building assignments and passing time between classes in the same building.
- B. In order to facilitate conference and planning time for pre-kindergarten classroom teachers, the length of the teacher required workday at Jefferson Early Childhood Center and off-site early childhood programs will be 7:40 a.m. to 3:00 p.m. In order to meet the Pre-K state requirements, Pre-kindergarten classroom teachers employed at Jefferson Early Childhood Center will receive a total of 280 minutes of conference and planning time per week. Pre-kindergarten teachers employed at all off-site early childhood programs will receive a total of 300 minutes of conference and planning time per week.
- C. Administrative directed conference and planning activities shall not exceed ten percent (10%) of the total amount of a teacher's weekly conference and planning time, with the understanding that Wednesday early release days are separate administrative directed activities. A total of ninety percent (90%) to one-hundred percent (100%) of a teacher's weekly conference and planning time is teacher directed activities. Conference and planning should be for the best interest of students, including but

not limited to, meeting with co-teachers, grade and subject level colleagues, student interventions, Individualized Education Plans, grading, and lesson planning.

- D. The elementary teacher contract day is from 7:40a.m. to 3:00p.m. with students in attendance from 7:55a.m. to 2:40p.m. Elementary school teachers shall have thirty (30) minutes daily conference and planning time from 7:40 to 7:50a.m. and from 2:40 to 3:00 p.m. Exceptions are early release days and required duty assignments.
1. Specialists (library/media, music, art, physical education, and computer) will be employed to provide an average of 260 minutes of conference and planning time per week during the student day.
  2. Elementary Specialists (library/media, music, art, physical education) will be provided an average of 225 minutes of conference and planning time per week and an average of 225 minutes of maintenance time per week. Elementary Specialists (library/media, music, art, and physical education) will be provided 25 minutes of travel time for traveling when scheduled for two (2) or more buildings during the student day. Travel time will be deducted from the 225 minutes of maintenance time.
  3. Elementary Specialists (library/media, music, art, physical education) schedules will not exceed 29 sections, of 45 minutes in length, per week. Any Elementary Specialist (library/media, music, art, physical education) scheduled for any additional sections shall receive additional compensation per year in the amount of \$1,500. Elementary Specialists (library/media, music, art, physical education) overloads will be recommended by the Assistant Superintendent for Teaching and Learning, and approved by the Assistant Superintendent for Administration and Human Resources.
  4. Elementary Specialist (library/media, music, art, physical education) overloads will not be used as a means of implementing a reduction in force.
  5. For student safety and well-being, building principals will determine appropriate duty schedules on a rotational basis, not to exceed one (1) ten (10)-minute duty per week or equivalent. If additional supervision duty is required, the teacher will be given an equal amount of release time from the computer lab (classroom teachers) or other assigned duties (other certified staff).
- E. The middle school teacher contract day is from 7:50 a.m. to 3:20 p.m. with students in attendance from 8:05 a.m. to 3:04 p.m. The student day shall consist of eight (8) forty-five (45) minute class periods with three (3) minutes passing between classes. Exceptions are early release days. Middle school teachers shall have a normal class load of six (6) academic class's. Middle school teachers shall have two (2) daily-forty-five (45) minute conference and planning periods for the equivalent of one semester, and one (1) daily forty-five (45) minute conference and planning period and one (1) study hall for the equivalent of one semester: team meeting s will be held during specific early release Wednesdays.
1. Each ENCORE teacher shall be assigned to and participate on a team.
  2. Conference and planning periods for all Middle School teachers shall be rotated on an annual basis when possible.
  3. Due to student safety needs at the middle schools, volunteers will be sought for Middles School Safety Supervisors to be selected as follows:
    - a. Those interested teachers with the highest seniority shall be first offered the assignment;

- b. If there are not sufficient volunteers for the Middle School Safety Supervisors, the administration will actively seek qualified personnel or others for such vacancies. Qualified non-certified personnel will be hired on a pro-rated certified regular basis using the teacher's annual salary schedule; or.
  - c. If volunteers or non-certified staff are not available, such extra assignment shall be distributed equitably for no more than one semester of a school year. The administration shall assign qualified teachers on the basis of reverse seniority, such assignments shall be made after consultation with the President of the Association or the President's designee. As part of this consultation, the administration shall provide evidence of seeking volunteers and non-certified staff for such assignments.
- 4. The early release Wednesday bell schedule may be utilized on two (2) Fridays per month in order to deliver Tier 1 SEL/PBIS support.
- F. The high school teacher contract day is from 7:55a.m. to 3:25p.m. with students in attendance from 8:10a.m. to 3:00p.m. The student day shall consist of seven (7) fifty (50) minute periods. Exceptions are early release days. Certificated staff shall have six (6) assignments and one (1) planning period daily for one semester and shall have five (5) assignments and two (2) planning periods daily for the other semester.
- G. The joint committee of MEA and BOE members will continue to review the transition and implementation of aligning Moline High School Coolidge Campus with Moline High School calendar.
- H. Because the pupil-teacher ratio has a direct effect upon the quality of instruction, upon the learning process, and upon student-teacher relationships which affect student behavior and learning, the Association and the School Board shall strive to continue to emphasize the smallest class size consistent with district financial resources and facility limitations. Particular emphasis and attention shall be given to the elementary grades, specifically to kindergarten through third grade, and to those facilities and classes presently overcrowded. An effort shall be made to keep the number of combination classes to a minimum. In general, the desired maximums are as follows and should be established as soon as possible in the district:

K-3	22-25
4-6	25-28

Secondary class sizes will vary according to the course (e.g. vocal music), according to the physical limitations of the classroom or shop facility (e.g. industrial technology classes), and according to special instructional programs (e.g. team teaching - large and small group instruction). However, the desired maximum at this level should not exceed the number of student stations in such classes as industrial technology and laboratory classes. In core academic subjects (Science, Fine Arts, Reading, English/Language Arts, History, Civics/Government, Economics, Geography, Foreign Language and Mathematics), the desired maximums will be 25-28 or not to exceed available student stations. Special Education classes will follow state requirements, and remedial classes should in general be smaller than normal class sizes. Where maximum standards within a particular building and grade level must exceed the general limits as above, students will be equally distributed among the teachers assigned to that grade level.

- I. Each staff member shall be provided reasonably adequate basic instructional materials and shall be given the opportunity to submit requisitions for supplies for the following school year through the Department Chairperson and/or building principal.
- J. The School Board will strive to provide adequate teacher facilities (or where they are now available they will continue to provide such facilities) as finances allow in the following important areas:



1. Centrally located teacher reference libraries in each building.
  2. Adequate teacher lounges and lavatory facilities separate from students.
  3. Teacher eating areas in schools where cafeterias are provided.
  4. Adequate duplicating, typing, and reliable computer facilities available for teacher use.
  5. Adequate teacher work areas including desk or counter space, and both general and lockable storage space.
  6. Adequate off-street parking.
- K. Telephones shall be made available to teachers for their appropriate use.
- L. Upon the request of the Association, vending machines may be installed in the teachers' lounge at no cost to the School Board. The proceeds from all such machines shall be utilized as the teachers of that building may desire.
- M. Upon request, a Department Chairperson shall be issued keys to his/her building.
- N. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- O. The School Board and Association hereby agree that the skills and talents of the District's entire staff, especially the professional staff, should be effectively and efficiently utilized in the best interests of the educational program in the District. The parties also mutually recognize concerns associated with paperwork duties and routine tasks included in teachers' schedules. As required by law, the parties hereto have discussed and will continue to discuss the paperwork and routine tasks currently performed by teachers in the District. Both parties agree to continue their good faith efforts in the future to reduce the paperwork and other routine tasks assigned to teachers.
- P. In the event that a student with severe special needs is included in a regular classroom and requires substantial individual assistance, the assigned classroom teacher directly involved in the student's instruction will be given necessary release time for training in appropriate methods of instruction and understanding of the student's needs. The regular classroom teacher(s) will be given appropriate materials, assistance through the employment of an aide to work under the direction of the teacher and the Assistant Superintendent Pupil/Personnel Services or designee, and assistance from other professional specialists as contained in the individual student's IEP.
- Q. Beginning the 2014-2015 school year, Department Chairpersons shall receive one (1) period of release time per semester.
- R. The School Board and Association hereby agree to establish a joint committee comprised of two (2) School Board members, four (4) representatives of the Association (elementary, middle school and high school), three (3) parent representatives and the Superintendent and/or his or her designee(s) shall review alternatives for a calendar. Every effort will be made by the committee to coordinate the calendar with the neighboring districts. This committee shall submit certain alternatives to the teaching staff and to the School Board for indications of their preference. The results of committee actions and recommendations shall be made known to the staff and to the School Board (as a whole) for their consideration before final calendar adoption.
- S. The School Board, Administration and Association hereby agree that it is the goal that the delivery of teaching methods, curriculum and assessment of learning shall reflect the best practices of the teaching profession so that student needs and standards are met. To ensure that individual teachers have flexibility in the delivery of instruction and student assessment within the District curriculum guidelines and Board policies, all parties agree to establish a Faculty Curriculum and Assessment Committee

comprised of nine (9) representatives of the Association (Pre-K, elementary, middle school, and high school), and six (6) representatives of the Administration (Assistant Superintendent for Teaching and Learning, Director for Instructional Programming, Director for Grants and Curricular Support, elementary, middle school, and high school).

The Faculty Curriculum and Assessment Committee will:

1. Meet for a minimum of two (2) times during the school calendar year.
2. Engage in two-way communication with teachers in order to address questions and concerns, keep everyone informed, and cooperatively strive for continuous improvement.
3. Provide system-wide coordination of curriculum and student learning experiences.
4. Identify, categorize, and solve problems related to curriculum, assessment, data collection, and grading.
5. Research instructional methods and curriculum, utilizing available resources.
6. Engage in long-range planning for the continuous improvement of curriculum and assessment.

#### Curriculum Guides and Course Outlines

Development of guides:

1. Curriculum guides are best developed by the staff and teachers who are to use them.
2. When entire staff participation is not feasible, the Superintendent or designee will direct staff representatives and/or relevant departments heads to study, create and revise guides.
3. Completed guides will be given to the Superintendent.

Use of guides:

1. Curriculum guides serve as a framework from which a teacher will develop units of study, individual lesson plans, and approaches to instruction that will serve the students' particular time. The guides shall be used to map the logical sequence of instruction.
2. In subjects where sequence is important, such as mathematics, teachers shall be expected to adhere to the guide. In subjects where sequential learning is less important, the teacher may be given a greater degree of freedom in respect to sequence.
3. In all cases, sufficient latitude shall be permitted to provide the teacher with time to teach the current, topical, and incidental issues that add to motivation and meaningful teaching and learning.

#### T. Special Education Caseload

General Special Education teachers, psychologists, speech and language pathologists, and social workers will be provided the first and third Wednesday early release days to address additional responsibilities associated with their caseload. In addition, all General Special Education teachers, psychologists, speech and language pathologists, and social workers will receive two (2) full release days per semester to address additional responsibilities associated with their caseload. Only General Special Education teachers with caseloads greater than 19 students will be provided two (2) additional full release days, for a total of four (4) full release days per semester. The district's Professional Leave Form should be completed and submitted to the building level administrator and Assistant Superintendent for Pupil/Personnel Services and Special Education for approval.

## ARTICLE X STUDENT DISCIPLINE

- A. The School Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Teachers have the responsibility for the maintenance of discipline within their classrooms.

A teacher may remove a pupil from a class, in accordance with *The School Code of Illinois*, when in the opinion of the teacher the grossness of an offense, the persistence of the behavior, or the disruptive effect of any violation makes the continued presence of the student in the classroom intolerable.

When a student is so excluded by a teacher, the student shall be dismissed from the classroom to the school administrative office, and the problem referred to the building principal or his representative for solution. As soon as possible, the teacher shall be responsible for informing the building principal or his designee of the nature of the problem.

The building principal, or the principal's representative, will take whatever steps considered necessary to solve the problem. Should the decision include the re-admittance of the child to class, the teacher will be notified of the conditions under which the re-admittance is granted.

Violations of the conditions of readmission will automatically result in removal of the child from that classroom, and re-admittance will be dependent upon the decision of those concerned, including the teacher, that such action is in the best interest of the child and the other classmates. If re-admittance is denied, it shall be the responsibility of the principal to follow procedures as outlined in *The School Code of Illinois* for exclusion of a student.

- C. A teacher may not fairly be expected to assume the ongoing responsibility for emotionally disturbed students. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the School Board will take reasonable steps to relieve the teacher of responsibility for such pupil. Discipline of students with disabilities shall be aligned with *The School Code of Illinois*, as well as the student's Individualized Education Plan.
- D. Uniform District behavior policy shall be distributed to all students, teachers, and parents periodically. Such standards will be prepared by the Association and the School Board commensurate with respective grade levels. When warranted, school authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the child and the parents. Transfer of the students to another teacher or other measures, short of suspension, will first be exhausted. However, where transfer is involved, all parties will be consulted.
- E. A written statement by the School Board governing use of corporal punishment of students shall be distributed to all teachers.
- F. Individual records will be maintained on student discipline and will be available to teachers as an aid for determining disciplinary recommendations concerning particular pupils.
- G. The School Board, Administration and Association hereby agree to convene the District Discipline Committee for the purpose of creating, or selecting, elementary, middle, and high school student behavior guidelines and rubrics. The student behavior guidelines and rubrics are intended to be utilized as a framework for providing consistency with both exclusionary and non-exclusionary student discipline behaviors. Sufficient latitude shall be provided to meet the specific needs of each building and/or grade

levels. The Assistant Superintendent for Pupil Services and Special Education will coordinate with the Association to gather teacher feedback in identifying, categorizing, and solving problems related to building and district level student discipline.

## **ARTICLE XI TEACHER PROTECTION**

- A. Any case of assault and/or threat upon a teacher shall be promptly reported to the School Board or its designated representative. The School Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- B. If any teacher is complained against or sued as a result of any legal action taken by the teacher while in pursuit of his/her employment, the School Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. Where reasonable precaution is taken, the School Board will reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises to a maximum of three hundred dollars (\$300). Cases where the teacher is on duty but not in the school or on the school premises, will be decided by the Superintendent. The Superintendent's decision, in those cases, is not subject to the grievance procedure.
- E. In any formal complaint by a parent directed toward a teacher, the teacher shall be informed and no action shall be initiated until a parent-teacher conference has taken place.
- F. The School Board shall provide indemnification and protection against claims and suits in accordance with the applicable provisions of 105 ILCS 5/10-20.20 of The School Code of Illinois.

## **ARTICLE XII INTERPRETATION OF LENGTH OF CONTINUOUS FULL-TIME SERVICE IN THE DISTRICT CRITERION**

### **A. DEFINITION**

- 1. For the purpose of this criterion, years of service in the District shall be continuous and full-time tenure service.
- 2. An approved leave of absence shall not interrupt continuous service. However, an unpaid leave of absence of sixty (60) consecutive employment days or more shall not be counted in computing the length of service in the District.
- 3. Only teaching service under contract with School District No. 40 shall be considered in determining length of continuous full-time service in the District.

4. Part-time service must be under contract in School District No. 40 and shall be defined as employment with teaching responsibilities of less than full-time for all or a portion of a school year (e.g., to teach a so-called three-fifths ( $\frac{3}{5}$ ) teaching assignment, etc.).

**B. PROCEDURES TO BE FOLLOWED IN DETERMINING LENGTH OF CONTINUOUS FULL-TIME SERVICE IN THE DISTRICT**

1. If the years of continuous full-time service are equal between two or more teachers, seniority shall be determined by the total years of continuous full-time service under contract in the District. Additionally, special consideration will be granted to those teachers with Masters degrees specifically required for teaching dual-credit courses at the high school.
2. If the total continuous full-time teaching service under contract with the School Board is equal between two or more teachers, then seniority shall be determined by the following criteria:
  - a. The total full-time and part-time continuous service under contract in the District, then by
  - b. The date the teacher began continuous full-time service, then by
  - c. The date of the School Board meeting at which the teacher was appointed to continuous full-time service, then by
  - d. The date of the administrative recommendation or letter to appoint to continuous full-time service, then by
  - e. The date of the employment application on which continuous full-time service is based, then by
  - f. The total full-time teaching service in the District, whether or not continuous, then by
  - g. The total full-time and part-time teaching service under contract in the District, whether or not continuous, then by
  - h. The use of information, in writing, which will establish documentation to determine a break in identical cases.

## **ARTICLE XIII REDUCTION OF CERTIFIED PERSONNEL**

The *School Code* shall govern reductions in force and recall of teachers, except as modified by this Article and Article XII of this Agreement.

When, because of decreased enrollment, lack of funds, elimination of programs, or other reasons, the School Board deems it necessary to reduce the number of tenure teachers in the District, the Association shall be consulted on such reductions in staff in advance of any final determinations and/or public announcement. The Association shall be given an opportunity to discuss the number of teachers not to be reemployed, the specific teachers not to be reemployed, the particular teaching positions to be eliminated, and alternatives to such reductions in staff.

When the number of teaching positions must be reduced because of decreased District enrollment, it shall be done at a ratio so as not to exceed one teacher per each decline of thirty (30) students in the regular program. Ratio for special programs shall be considered on an individual program basis.

If the number of teaching positions must be reduced due to lack of funds, it shall be done in a manner that is least detrimental to the quality program of the District so as to protect the fiscal integrity of the District.

If the School Board increases the number of teachers or has a teacher resign and intends to fill the position within two (2) years after the reduction of tenured teachers, the School Board shall offer reemployment to tenured teachers in Groupings 3 and 4 in accordance with the *School Code*. If the School Board increases

the number of teachers or has a teacher resign and intends to fill the position within one (1) year after the reduction of non-tenured teachers in Groupings 3 and 4, the School Board shall offer reemployment to non-tenured teachers in accordance with the *School Code*. A teacher's failure to respond affirmatively in writing within thirty (30) calendar days (15 calendar days after July 31) after receipt of the School Board's recall letter, sent by certified mail to the teacher's address on file with the School Board recalling such teacher, shall result in the termination of the teacher's rights of recall.

## **ARTICLE XIV VACANCIES, TRANSFERS, AND PROMOTIONS**

- A. The Assistant Superintendent for Administration and Human Resources (at least twice a month from April 1 to the close of the school year) shall have posted in all school buildings and sent to the Association a combined notice of all vacancies. During the summer, vacancy notices shall be kept up to date and made available to all teachers who so request.
- B. Vacancies shall be filled on the basis of relevant experience, merit and ability, qualifications, and certifications of the applicant and other relevant factors.
  - 1. Vacancies that are difficult to fill may be computed on the salary schedule by the District as follows:
    - a. At initial employment, prior related work experience (outside of education) shall be considered. Each year of prior related work experience shall be given a .5 step credit with the final determination for placement to be the highest full step up to a maximum of 5 years (or 10 years of related work experience) for maximum placement at up to Step 4.
    - b. At initial employment, prior relevant full-time teaching experience in grades K-12 and the college level shall be given step credit and placement as determined by years of experience.
- C. Any regular contracted teacher may apply for transfer to another building where a vacancy exists. Such application shall be in writing to the Assistant Superintendent for Administration and Human Resources. The expressed interests and aspirations of the individual teacher shall be considered in all transfers. Applicants for transfer shall be notified of the status of their transfer request.
- D. Unrequested transfers that result in relocating a teacher that affect a change in the teacher's building principal shall be made only to meet the instructional needs of the district.

Further, any teacher affected by an unrequested transfer shall be notified immediately; the teacher may appeal the decision to a committee composed of the Superintendent of Schools, the President of the Association, one other Association representative, and the Assistant Superintendent for Administration and Human Resources; and, if the teacher so requests, the teacher shall be released from contract by the School Board.
- F. All vacancies in promotional positions, those positions paying a salary differential and which are of administrative-supervisory nature, shall be posted in accordance with Article XIV, Section A, and shall be filled on the basis of the experience, competency, qualifications of the applicant, and other relevant factors.

## **ARTICLE XV LEAVES**

### **A. SICK LEAVE**

Each teacher shall be entitled to a total of fourteen (14) sick days with full pay per school year, and such leave days may be accumulated without limit.

Teachers working less than 180 days in any given school year shall accumulate sick leave earned in prior years. Accumulated sick leave shall only be forfeited if there is an interruption of employment in excess of one hundred (100) teacher employment days.

A teacher suffering from a catastrophic illness or injury may apply for additional sick leave days by accessing a sick leave pool. Additionally, a teacher may apply for additional sick leave days by accessing a sick leave pool if the teacher is required to be absent from school to provide primary care to a legally dependent unmarried child under the age of 22, residing in the teacher's household and who is suffering from a catastrophic illness or injury.

The following guidelines must be adhered to by both the requesting teacher and the contributing teacher(s):

1. "Catastrophic illness or injury" shall be defined to include only a life-threatening or serious illness or disability requiring continuing treatment or period of hospitalization of over six weeks in duration or whose prognosis is over six weeks in duration;
2. The requesting teacher must have used all of his available sick leave and personal leave;
3. Ten working days prior to the anticipated depletion of available leave the requesting teacher must make application to the MEA Executive Board for pool days along with a doctor's statement verifying the catastrophic nature of the illness or injury;
4. The Executive Board has to approve the eligibility of the request;
5. A generic form that does not identify the requesting teacher will be sent to all bargaining unit members with a request for voluntary donations of sick days;
6. A contributing teacher may donate up to two (2) sick days per year per request. However, a contributing teacher must have a minimum of ten (10) sick days after the donation in order to be eligible to make said donation;
7. A maximum of forty five (45) days may be drawn from the sick leave pool by a requesting teacher per school year or twenty (20) days for the care of child as defined above;
8. If any of the donated days are unused, they shall revert to a "floating" sick leave pool; and
9. The sick leave pool shall not be grievable.

### **B. MATERNITY/PATERNITY LEAVE**

All teachers who provide notice of their pregnancy or that of their female partner or surrogate to the Superintendent at least 30 days prior to the expected due date will be eligible to receive up to two weeks (10 work days) of paid parental leave for each pregnancy resulting in the birth of a child without being required to utilize their sick days. At the time of notification, the teacher must provide a written statement indicating the expected date of delivery.

For adoption, all teachers who notify the Superintendent at least 30 days prior to their anticipated adoption and provide written notification of the anticipated date of placement of the child in the teacher's home will be eligible to receive up to two weeks (10 work days) of paid parental leave for each adoption or multiples adoption without being required to utilize their sick days.

The purpose of parental leave is to bond with the new child. Paid parental leave is not applicable in the event that the adoption is for a stepchild or relative with whom the teacher has previously established a residency.

Parental leave must be taken within 3 months after the birth of the child(ren) or adoption placement. Only one paid two-week period (10 work days) is allowed per birth or multiples birth. No teacher will be allowed to take less than a full work week (5 consecutive work days).

#### C. PERSONAL BUSINESS LEAVE

Three (3) days at full pay may be used for personal business and no reason for said leave need be given for the 2021-2022 school year. Four (4) days at full pay may be used for personal business and no reason for said leave need be given beginning for the 2022-2023 school year. Personal business leave shall not be used to receive remuneration. The day/partial day immediately preceding or immediately following a legal holiday or school recess may be recognized as a personal business leave day with prior approval from the Assistant Superintendent for Administration and Human Resources. Personal business leave shall be allowed to accumulate to eight (8) days.

Advance notice of the necessity for such personal business leave shall be given to one's immediate supervisor as early as possible.

Prior to the beginning of the next contract year, any unused personal business leave in excess of eight (8) days shall be applied to the individual's accumulated sick leave.

#### D. INJURY OR ILLNESS LEAVE

Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and further, the School Board shall pay to such teacher the difference between the teacher's salary and benefits received under the Illinois Workmen's Compensation Act for the duration of such absence. Such School Board-paid absence shall be limited to one hundred eighty (180) teacher employment days.

#### E. BEREAVEMENT LEAVE

Up to five (5) days' leave without loss of pay shall be granted upon the death of a relative of the employee or employee's spouse. The Assistant Superintendent for Administration and Human Resources may allow up to three (3) days' leave for death of a close friend or death of an immediate family member of a close friend. The maximum limits may be extended upon application and approval of the building principal and Assistant Superintendent for Administration and Human Resources. Bereavement leave need not be successive days. Such bereavement leave shall include leave for any business-related responsibilities. Further, such leave shall not reduce the total number of accumulated sick leave days.

#### F. HEALTH EXAMS

Teachers may use non-instructional duty time from the school day for TB and other health exams required by the school district except for the initial physical exam. Any costs of these required exams shall be borne by the School Board with the exception of the initial physical exam.



## **ARTICLE XVI**

### **UNPAID LEAVES OF ABSENCE**

#### **A. EXCHANGE TEACHING**

A leave of absence of up to two (2) years may be granted to any tenure teacher upon application and verification that the leave shall be for the purpose of participating in exchange teaching programs in other states, territories, or countries, provided said teacher states his intention to return to the school district at the expiration of the leave. The letter of application for such leave shall include a plan of the way in which the leave will be spent and its educational relevance.

Upon return from such leave, the teacher shall submit a report verifying that such leave was used for the purposes for which it was granted. Upon such verification, the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.

A teacher returning from leave shall resume duty only at the beginning of a regular school semester. Notice of desire to return to work must be given by March 1st prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

Sick leave shall not accumulate while on such leave.

#### **B. FOREIGN OR MILITARY TEACHING**

A leave of absence of up to two (2) years may be granted to any tenure teacher upon application and verification that the leave shall be for the purpose of participating in foreign or military teaching programs, provided said teacher states his intention to return to the school district at the expiration of the leave. The letter of application for such leave shall include a plan of the way in which the leave will be spent and its educational relevance.

Upon return from such leave, the teacher shall submit a report verifying such leave was used for the purposes for which it was granted. Upon such verification, the teacher shall be placed on the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period. A teacher returning from leave shall resume duty only at the beginning of a regular school semester. Notice of desire to return to work must be given by March 1st prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

Sick leave shall not accumulate while on such leave.

#### **C. PEACE, TEACHERS' OR JOB CORPS**

A leave of absence of up to two (2) years shall be granted to any tenure teacher upon application for the purpose of joining the Peace Corps, Teachers' Corps, or Job Corps as a full-time participant in such program.

Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.

A teacher returning from leave shall resume duty only at the beginning of a regular school semester. Notice of desire to return to work must be given by March 1st prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

Sick leave shall not accumulate while on such leave.

#### D. ADVANCED STUDY, CULTURAL TRAVEL, OR WORK PROGRAM

A leave of absence of up to two (2) years may be granted to any tenure teacher upon application and verification that the leave shall be for the purpose of engaging in advanced study, cultural travel, or work program related to the teacher's professional responsibilities, provided said teacher states his intention to return to the school district at the expiration of the leave. The letter of application for such leave shall include a plan of the way in which the leave will be spent and its educational relevance.

Upon return from such leave, the teacher shall submit a report verifying that such leave was used for the purposes for which it was granted. Upon such verification, the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.

A teacher returning from leave shall resume duty only at the beginning of a regular school semester. Notice of desire to return to work must be given by March 1st prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

Sick leave shall not accumulate while on such leave.

#### E. MILITARY DUTY

A military leave of absence shall be granted to any teacher who shall be involuntarily inducted for military duty in any branch of the armed forces of the United States. Such leave of absence shall be for the duration of the involuntary term of service, and upon return from such leave, the teacher shall be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.

Notice of desire to return to work must be given by March 1st prior to the date of possible reemployment. Teachers returning from leave shall resume duty only at the beginning of a regular school semester.

Sick leave shall not accumulate while on such leave.

If a teacher on such leave does not return to duty upon the expiration of the leave, such teacher shall be considered resigned.

#### F. MISCELLANEOUS

A tenure teacher may be granted a leave of absence, not to exceed one (1) year, for the following reasons: needed rest, prolonged illness, necessities of the home and family reasons, or when such absence is in the best interest of School District No. 40.

A tenure teacher may be granted a leave of absence not to exceed one and one-half (1 1/2) years for the birth or adoption of a child.

A non-tenured teacher may be granted a leave of absence not to exceed one and one-half (1 1/2) years for the birth or adoption of a child, but the leave of absence shall be deemed an interruption of the probationary employment period as defined in 105ILCS 5/24-11 of *The School Code of Illinois*. In the event the teacher returns to employment after the termination of the leave, the teacher shall be deemed to be a new probationary employee. A teacher returning from leave shall resume duty only at the beginning of a regular school semester. Notice of desire to return to work must be given by March 1st prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of this Agreement, and the teacher shall be considered as having waived all rights to continued employment and reinstatement.

Sick leave shall not accumulate while on such leave.

Upon return from such leave, a teacher shall not be granted an increment for the year's leave.

#### G. FAMILY AND MEDICAL LEAVE

See Board of Education Policy on Family Medical Leave.

#### H. ASSOCIATION LEAVE

A leave of absence of up to two (2) years shall be granted to any tenure teacher, upon application, for the purpose of serving the local Education Association and up to six (6) years for the state or National Education Associations. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

Notice of desire to return to work must be given by March 1<sup>st</sup> prior to the date of possible reemployment. Teachers returning from leave shall resume duty only at the beginning of a regular school semester.

Sick leave shall not accumulate while on such leave.

If a teacher on such leave does not return to duty upon the expiration of the leave, such teacher shall be considered resigned.

## ARTICLE XVII JOB SHARING

Job sharing shall be defined as two teachers sharing the responsibility of a single teaching position. Job sharers shall be subject to the following modifications of provisions contained elsewhere in this Agreement.

- A. Job sharing may be applied for by tenure teachers.
- B. Qualified teachers who choose to make application shall agree to share one full-time position for a period of time not less than one year, and renewable for one year. Only two individuals may share one full-time position. An individual may not job share for more than two years in the five-year period beginning with the initial date of job sharing. In the event the employment of a participating teacher ceases, for whatever reason (including leave of absence), the Superintendent or designee shall have the

right to return the remaining participating teacher to full-time status or fill the vacant position in any other manner as deemed appropriate.

- C. Teachers interested in job sharing shall be responsible for identifying teachers who would be willing to job share with them. Teachers agreeing to job share shall submit a completed application to the Superintendent or designee.
- D. Applications for job sharing and/or renewal must be made prior to March 1<sup>st</sup> for the next school year.
- E. The responsibilities of an assignment by two job sharers shall be divided according to a plan designed by the job sharers, and their principal and/or department chairperson. This plan shall be reduced to writing, signed by the parties, and filed with the Superintendent or designee. The plan shall include, but not be limited to, teaching responsibilities and schedule of work hours and/or days.
- F. Both teachers of a job sharing team must be certificated for the total job shared position.
- G. A teacher in a job sharing position may return to full-time employment only at the beginning of a school year, provided the teacher has notified the Superintendent or designee in writing prior to March 1 (subject to RIF of dismissal for cause).
- H. Participants in job sharing positions shall be placed appropriately on the teachers' salary schedule. Salaries shall be prorated with the time worked. A step on the salary schedule shall be granted at the start of the school year following the accumulation of the equivalent of one year of full-time service.
- I. Participants in the job sharing program shall receive leave benefits on a pro-rated basis.
- J. Participants in the job sharing program may continue in the health and life insurance programs at no cost to the District and provided that the participants meet the eligibility requirements for insurance coverage. Participants who do not elect insurance coverage shall forfeit all claim to such benefits. The option to add or delete insurance coverage may be exercised at the start of any semester.
- K. In accordance with Article XIII, Interpretation of Seniority, seniority shall not accrue during part-time service in a job sharing position but such part-time service shall be counted as a tie-breaker in accordance with Article XII - Interpretation of Length of Continuous Full-Time Service in the District Criterion.
- L. Successful applicants for job sharing positions shall be granted an approved leave of absence for the school term in which they job share in order to ensure no loss of contractual continued service or seniority rights.
- M. Both teachers shall attend required faculty meetings. Both teachers will be present at scheduled parent-teacher conferences as required of all full-time teachers.

## **ARTICLE XVIII**

### **PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Exhibit A - Salary Schedules, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated period.

All new hires will be placed on the nearest step providing an increase in pay from their previous district salary. All new hires will be placed on the educational lane of actual achievement. Any new hire's salary will not exceed the actual years of education experience based on the current District salary schedule.

The School Board shall assume the payment of the 9.0% employee contribution to the Teacher's Retirement System (TRS). The computed salary schedule shall reflect this contribution.

It is agreed that if a court of competent jurisdiction declares that the contribution of the School Board to the Teachers' Retirement System is illegal or not excludable for tax purposes, the Computed Annual Salary Rate of the salary schedule shall become the Base Salary Rate of the District.

The Association agrees to indemnify and hold harmless the School Board against any claim for back taxes or penalties incurred as a result of compliance with this section, provided the Association is promptly served notice of any action brought against the School Board by virtue of its compliance.

- B. Teachers involved in extra-duty assignments as set forth in Exhibit B - Differentials, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

#### C. EXTRACURRICULAR ACTIVITIES

Staff members who are assigned to these extra duties shall be compensated by the following amounts:

1. Athletic events - twenty dollars (\$20) for each hour or fraction thereof for activities occurring after school hours or on Saturday.
2. Other activities - twenty dollars (\$20) for each hour or fraction thereof for any activity to which a teacher may be assigned after school hours or on Saturday. Nothing contained herein shall limit the right of the Administration to utilize volunteers to perform said assignments without compensation.

Exceptions to the above are extra duties, or activities involving the entire teaching staff from a building or the school system, or club or class sponsors. No teacher shall be compensated for extra duties relating to any activity for which the teacher already received a differential.

#### D. PAY PLAN

All teachers shall receive their pay in semimonthly installments on the 15th and last day of the month or on the last school day prior to these dates in any pay period. The School Board shall deposit each teacher's paycheck directly into an account designated by each teacher. Each teacher shall so designate an account for direct deposit of the teacher's paycheck in accordance with procedures established by the School Board.

- E. The semester hours for advancement in the salary schedule are required to be undergraduate or graduate credit hours granted by an approved college or university and earned after the conferral of the Bachelor's Degree.

The policy stated that the thirty (30) additional hours in the M.A.+30 classification may be any college hours not used in fulfilling the requirements for the B.A. or M.A. degree.

Minimum Standards and Professional Growth

Hours certified by a recognized university shall be allowable in determining the educational training level of an individual teacher for placement or horizontal advancement on the salary schedule of the District.

Semester hours of undergraduate and graduate hours may be used for advancement if they have received the prior written approval of the Assistant Superintendent for Human Resources, or his/her designee, based on his/her determination that such college credit hours will benefit student achievement and the District.

Approval/Non-Approval of Course: A teacher who wishes to receive credit towards horizontal advancement on the salary schedule for a course that is applicable to the education field shall submit his/her request on the course approval form. The Assistant Superintendent for Human Resources, or his/her designee, shall respond on such form and, if the course is not approved, shall set forth the reason for the non-approval on the form. This decision may be appealed by contacting the Assistant Superintendent for Human Resources, or his/her designee, and the Association President. Retroactive approval may be granted on an individual basis.

- F. No experience credit is to be granted for placement on the salary schedule for military service prior to employment in the District.

## **ARTICLE XIX INSURANCE PROTECTION**

### **A. HEALTH INSURANCE**

A managed care plan utilizing a Preferred Provider Organization (PPO) shall be incorporated into the health insurance plan.

Employees will have the option to participate in the Hospital/Physician PPO reflective of the following contributions.

#### **1. Full-time Employee**

##### **a. Single Employee Coverage**

Eligible teachers may elect single coverage as follows:

Fee: \$148.72 per month for the 2021-2022 contract year, is the required contribution towards the single coverage premium, effective January 1, 2022. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the single coverage.

##### **b. Family Dependent Coverage**

Eligible teachers may elect dependent coverage as follows:

Fee: \$458.81 per month for the 2021-2022 contract year, is the required contribution towards the dependent coverage premium, effective January 1, 2022. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the dependent coverage.

## 2. Part-time Employee

In compliance with the federal *Affordable Care Act*, any certified staff working 30 hours or more a week will be eligible for the District's health insurance benefits. Neither single nor dependent health insurance coverage will be offered to those working less than 30 hours per week.

The only exception to this will be a previously eligible employee who was released but then rehired into a part-time position by September 15th of the following contract year.

For the exception:

### a. Part-time employee coverage (50% or greater employment status)

#### Single Employee Coverage

Eligible teachers may elect single coverage as follows:

Fee: \$148.72 per month for the 2021-2022 contract year, is the required contribution towards the single coverage premium, effective January 1, 2022. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the single coverage.

### b. Family Dependent Coverage

Eligible part-time teachers may elect dependent coverage as follows:

Option 1. Eligibility: Requires 80% through 99.9% employment status.

Fee: \$458.81 per month for the 2021-2022 contract year, is the required contribution towards the dependent coverage premium, effective January 1, 2022. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the dependent coverage.

Option 2. Eligibility: Requires 50% through 79% employment status.

Fee: Monthly pro rata contribution towards the elected dependent coverage premium shall be based solely upon the percentage of employment for said employee. This contribution may be tax sheltered by completing the Flexible Benefits Plan enrollment form. Further, such coverage shall remain in force until a subsequent Agreement is ratified or unless the employee elects to drop the dependent coverage.

## 3. Required Employee Contributions for the 2017-2018 and 2018-2019 School Years

- a. After the 2015-2016 school year, the District were implemented a program whereby two levels of required employee contributions are established – a premium level and standard level. Such premium level will apply to employees who do not smoke and who obtain an annual physical. The standard level will apply to employees who smoke and/or fail to obtain an annual physical. The amounts of required employee contributions at each level,

and standards for meeting the premium level versus standard level shall be determined by the District's insurance committee.

- b. For the 2017-2018 school years, the employee pays 19.0% and the Board pays 81.0% for single total cost of health insurance and the employee pays 23.5% and the Board pays 76.5% for the dependent total cost of health insurance. Starting with the 2018-2019 school year, the employee pays 20.0% and the Board pays 80.0% for single total cost of health insurance and the employee pays 25.0% and the Board pays 75.0% for the dependent total cost of health insurance.

The District's Insurance Committee will determine the premiums for 2022-2023 school year, effective January 1, 2023.

4. The School Board shall not hire two (2) half-time teachers to replace a full-time teacher in an attempt to lessen insurance coverage costs.
5. New group members, eligible for insurance, will be insured effective on the first day of employment.
6. Upon request, the School Board agrees to present to the Association a list of the subscribers to the health insurance program.
7. The School Board will extend to honorably dismissed tenure teachers an option regarding final payment of earned compensation or extended District health insurance coverage.

## B. LIFE INSURANCE

Term life insurance and accidental death and dismemberment insurance in the amount of fifty thousand dollars (\$50,000) each will be provided for all eligible employees covered by this Agreement. The School Board shall pay the full cost of such coverage. Further, such coverage shall remain in force until a subsequent Agreement is ratified.

In accordance with the provisions of the policy, dependent coverage may be obtained at the employee's expense.

New group members eligible for insurance will be insured effective on the first day of employment.

Upon request, the School Board agrees to present to the Association with a list of the subscribers to the life insurance program.

## C. CONTINUATION IN INSURANCE PROGRAM AFTER RETIREMENT

Teachers who were hired prior to the 2008-2009 contract year and retire under the Teachers' Retirement System of Illinois may, at their option, select one of the following:

1. Continue as members and/or have their dependents continue as members of the District Hospital and Medical Insurance Program in accordance with the provisions of the insurance policy in effect on this date.
2. Become members and/or have their dependents become members of the Teachers' Retirement System Health and Prescription Drug Insurance Plan.



The option to continue in the District insurance program must be exercised in writing prior to the retirement. Such continuation in the insurance program is to be at the cost of the teacher, who must agree to pay insurance premiums to the School Board prior to the premium due date.

A member may choose between District insurance, the Teachers Retirement Insurance Program (TRIP), or other plans, with the option to return to TRIP or the District program during enrollment windows.

Dependents who continue as members of the District Hospital and Medical Insurance Program will continue to pay the dependent rate even if the retiree leaves the District program and enters the Teachers' Retirement System Health and Prescription Drug Insurance Plan.

All teachers hired for the 2008-2009 contract year and thereafter, who retire under the Teachers' Retirement System of Illinois may not continue in the District Hospital and Medical Insurance Program upon retirement.

Service Recognition will apply only to retirees and dependents who are covered under the District Hospital and Medical Insurance Program immediately prior to the date the employee begins retirement. After the employee's official retirement date, any dependent previously not enrolled in the District Hospital and Medical Insurance Program or any newly acquired dependent will be allowed to purchase coverage under the District's Hospital and Medical Insurance Program at full dependent cost.

Continuation in the District group life insurance program shall be in accordance with the conversion provisions of the insurance policy in effect at the time of retirement. Exercising conversion privileges and the payment of the premium are the responsibilities of the teacher.

3. If a retiree returns to District insurance or to the Teachers Retirement Insurance Program (TRIP) from another plan, service recognition credit for health and medical insurance premiums will be reinstated in accordance with the Agreement in effect at that time.

#### D. TEACHER SERVICE RECOGNITION

For those members who submitted a letter of intent to retire from the District prior to June 7, 2018:

The School Board shall pay one-half (1/2) of the premium for the health and medical insurance program, as determined by the Association and the School Board, for persons covered by this Agreement who retire. The School Board's share of the premium for health and medical insurance will never exceed a total higher than what is equal to one-half (1/2) of the premium for the District Hospital and Medical Insurance Program. The District will also pay a lesser amount (less than one-half (1/2) of the District rate) if the TRS Plan's premium is less than the District's premium. The teacher can elect to have the School Board's contribution paid to the District Hospital and Medical Insurance Program, the Teachers' Retirement System Health and Prescription Drug Insurance Plan, or both plans. Such paid premium shall extend for the length of time computed on the basis of the following formula:

1. Years of Service: One year of service in School District No. 40 is equal to one month's premium for health and medical insurance coverage.
2. Unused sick leave: One day of accumulated sick leave in School District No. 40 is equivalent to one (1) week's premium for health and medical insurance coverage.

For the purpose of this Article, retirement shall be defined in accordance with the provisions of the Teachers' Retirement System of Illinois.

For those members who submit a letter of intent to retire from the District after June 7, 2018.

To qualify for such District-paid premiums, employees must be eligible for retirement benefits under the Teacher's Retirement System at the time of retirement, have completed at least fifteen (15) years of continuous employment in the District and choose the Teacher's Retirement System Insurance Plan (TRIP) health insurance.

The School Board shall pay one-half (½) the TRIP premium for the health insurance program. Such paid premiums shall extend for the length of time computed on the basis of the following formula:

1. Years of Service: One year of service in School District No. 40 is equal to two and one-half (2 ½) month's premium for health and medical insurance coverage.
- E. The School Board shall pay the required one-half (1/2) of 1% contribution to the Teachers' Health Insurance Security Fund on behalf of all active members of the Teachers' Retirement System.

## **ARTICLE XX RETIREMENT STIPEND**

A teacher who meets the eligibility requirements set forth in Section A of this Article qualifies for the retirement stipend as set forth in Paragraph B of this Article.

### **A. Eligibility**

1. The teacher is at least age fifty-five (55) with 35 years of service credit or age sixty (60) with 20 years of service credit on his/her last day of service.
2. The teacher has twenty (20) or more years of service at the time of retirement with TRS as well as fifteen (15) or more years of full-time service with the district prior to the date of retirement.
3. The teacher retires at the end of the school year.
4. The teacher notifies the Superintendent or his designee in writing of his irrevocable resignation no later than August 1 preceding the 1st, 2nd, 3rd, or 4th year prior to the teacher's retirement.
5. The teacher shall not cause the School Board to pay a penalty to TRS for the teacher's creditable income exceeding 6% due to the teacher's anticipated retirement date.
6. In the event the teacher causes the School Board to pay a penalty for the teacher's creditable income exceeding 6%, the teacher shall repay all stipends paid in accordance with Section B and the teacher's last year' salary shall be reduced to reflect such repayments. The Board is authorized to deduct the amount owed to it from any remaining compensation due the teacher.

### **B. Payment of Salary**

1. Effective with all teacher retirement notifications after June 30, 2013, an eligible teacher's salary in the year after giving notice, and each year thereafter until retirement, shall be the teacher's TRS creditable earnings in the prior year plus a percentage of such prior year's salary equal to the sum of 3% and the percentage increase in the base of teachers' salary schedule, not to exceed a total of 6%. Such salary shall be in lieu of the salary increases provided by the salary schedule and the collective bargaining agreement, including increases caused by vertical movement or horizontal movement on the salary schedule. For example, if a teacher's TRS creditable earnings in the prior year was \$50,000 and the increase in the base of the salary schedule was 2%, the teacher's prior year's salary would be increased by 5% to \$52,500. Similarly in the example above, if the base of the salary schedule increased by 4%, the teacher's salary would be \$53,000.
2. An eligible teacher shall also have any additional salary that he or she may receive from extra duty assignment increased by 6% each year in the same manner as set forth in paragraph (a) of Subsection 1 of Section B of this Article, so long as the teacher continues with such assignment.

Effective with all teacher retirement notifications after June 30, 2013, an eligible teacher shall also have any additional salary that he or she may receive from extra duty assignment increased by 3% each year in the same manner as set forth in paragraph (a) of Subsection 1 of Section B of this Article, so long as the teacher continues with such assignment.

#### C. Savings Provision

To the extent that the salary raise described in Section B of this Article shall cause the School Board to pay additional penalties to TRS, the School Board shall be relieved of the payment of such increase to the extent it causes the School Board to incur such penalties. Additionally, the School Board shall not be responsible for any contribution to the Teachers' Retirement System for the purpose of avoiding the early retirement reduction in allowance. Any such contribution shall be the sole responsibility of the retiree.

## ARTICLE XXI PAYROLL DEDUCTIONS

- A. A teacher may, prior to a designated date, sign and deliver to the Association an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Illinois Education Association). Such authorization shall continue in effect unless subsequent to June 1 and prior to September 1 of any year such authorization is formally revoked by the teacher in writing and a copy thereof is delivered to the President of the Association. A current record of such authorization shall be maintained by the Association.
- B. There shall be fourteen (14) deductions, beginning October 15 and ending with the last paycheck in April, for membership dues in the local, state, and National Education Associations.
- C. With respect to all sums deducted by the School Board pursuant to authorization of the employee, the School Board agrees promptly to remit to the Association that portion allocated to the local, state, and National Education Associations, accompanied by an alphabetical list of teachers for whom such deductions have been made. From time to time, the Association agrees promptly to advise the School Board of all members of the Association in good standing and to furnish any other information needed by the School Board to fulfill the provision of this Article, and not otherwise available to the School Board.

- D. Upon appropriate written authorization from the teacher, the School Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, United Way, or any other plans or programs jointly approved by the Association and the School Board. The method used for handling and processing these deductions shall be mutually agreed upon by the School Board and such organization and shall be reduced to writing.

**E. FLEXIBLE BENEFITS PLAN**

The School Board shall deduct from the salary of teachers electing to participate in the Flexible Benefits Plan monies for the purpose of pre-tax (tax sheltered) payment(s) for any one or more of the following options subject to limitations defined by the Internal Revenue Code:

1. Medical and dental expenses (Medical Reimbursement Plan)
2. Medically-related insurance premiums (Medical Care Plan)
3. Dependent day care (Dependent Care Reimbursement Plan)

**ARTICLE XXII  
FAIR SHARE AGREEMENT**

- A. Each bargaining unit member, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall pay a fair share fee to the Association in an amount equal to that portion of the dues attributable to collective bargaining negotiations and contract administration.
- B. In the event that the bargaining-unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the School Board shall deduct the fair share fee from the wages of the nonmember.
- C. Such fee shall be paid to the Association by the School Board no later than ten (10) days following deduction.

**D. SCHOOL BOARD INDEMNIFICATION AND HOLD HARMLESS PROVISION**

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

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

The Association agrees that in any action so defended, it will indemnify and hold harmless the School Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the School Board's compliance with the Article.

## **ARTICLE XXIII MISCELLANEOUS PROVISIONS**

### **A. RELEASED TIME FOR THE PAST PRESIDENT AND PRESIDENT OF THE ASSOCIATION**

The Past President shall be granted one (1) semester of released time commencing with the semester following the installation of a new President.

Such released time shall be one (1) free period per day for secondary-level teachers or two (2) one-half (1/2) days per week or the equivalent thereof for elementary-level teachers.

The President shall be granted released time commencing with the semester following official installation and terminating at the end of that school year.

Such released time shall be five (5) one-half (1/2) days per week or the equivalent.

### **B. BUSINESS OR CONFERENCE TIME**

In the event that the Association is desirous of sending representatives to local, state, or national conferences for the further cause of its own professional purposes, or other business leaves pertinent to the Association affairs, said representative shall be excused providing the Association reimburses the District for the cost of the substitute(s) for any number of days exceeding seventy (70) in any school year; and further, providing the frequency does not impair the quality effect of classroom instruction, and providing that said request for leave has been submitted to the Assistant Superintendent For Administration And Human Resources for his approval as soon as possible prior to the leave.

### **C. Names and addresses of newly hired teachers will be provided to the Association following School Board approval of their contracts. These teachers will be provided with a copy of this Agreement between the School Board and the Association.**

### **D. From the date of this Agreement, each new teacher shall be placed on the base salary schedule as determined by college credit and teaching experience.**

### **E. Prescription safety glasses will be provided for teachers whose duties necessitate such glasses. All costs for eye examinations shall be at the expense of the employee. Cost to the School Board shall be limited to one (1) pair of prescription safety glasses per year for those teachers who are required to wear glasses for vision correction. Teachers agree to wear prescription safety glasses at all times when performing duties requiring such glasses.**

### **F. Beginning the 2014-2015 school year, the Union President shall not be permitted to evaluate.**

## **ARTICLE XXIV TERM OF THIS AGREEMENT**

### **A. This Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect until June 30, 2023.**

### **B. The School Board and the Association agree to enter into negotiations over a successor Agreement not sooner than May 15, 2019, nor later than June 15, 2019, unless both parties agree to an alternate date. Said Agreement is to cover salary, related economic conditions of employment, grievance procedure, and all other conditions of professional service.**

**EXHIBIT A -  
TEACHER'S ANNUAL BASE SALARY SCHEDULE 2021-2022**

Step	B.A.		B.A.+15		M.A.		M.A.+30	
	Base Salary	Computed Salary	Base Salary	Computed Salary	Base Salary	Computed Salary	Base Salary	Computed Salary
0	\$41,492	\$45,596	\$43,559	\$47,867	\$47,705	\$52,423	\$51,859	\$56,988
1	\$43,559	\$47,867	\$45,636	\$50,149	\$49,791	\$54,715	\$53,933	\$59,267
2	\$45,636	\$50,149	\$47,705	\$52,423	\$51,859	\$56,988	\$56,002	\$61,541
3	\$47,705	\$52,423	\$49,791	\$54,715	\$53,933	\$59,267	\$58,076	\$63,820
4	\$49,791	\$54,715	\$51,859	\$56,988	\$56,002	\$61,541	\$60,152	\$66,101
5	\$53,137	\$58,392	\$55,263	\$60,729	\$59,519	\$65,405	\$63,766	\$70,073
6	\$55,263	\$60,729	\$57,386	\$63,062	\$61,639	\$67,735	\$65,891	\$72,408
7	\$57,386	\$63,062	\$59,519	\$65,405	\$63,766	\$70,073	\$68,010	\$74,736
8	\$59,519	\$65,405	\$61,639	\$67,735	\$65,891	\$72,408	\$70,147	\$77,085
9	\$61,639	\$67,735	\$63,766	\$70,073	\$68,010	\$74,736	\$72,274	\$79,422
10	\$63,766	\$70,073	\$65,891	\$72,408	\$70,147	\$77,085	\$74,389	\$81,746
11	\$65,891	\$72,408	\$68,010	\$74,736	\$72,274	\$79,422	\$76,523	\$84,091
12	\$68,011	\$74,737	\$70,147	\$77,085	\$74,389	\$81,746	\$78,649	\$86,427
13	\$72,230	\$79,374	\$72,280	\$79,429	\$76,523	\$84,091	\$80,763	\$88,751
14	\$76,665	\$84,247	\$76,625	\$84,203	\$78,649	\$86,427	\$82,894	\$91,092
15	\$77,612	\$85,288	\$81,332	\$89,376	\$80,763	\$88,751	\$85,015	\$93,423
16	\$78,570	\$86,341	\$82,336	\$90,479	\$82,896	\$91,094	\$87,143	\$95,762
17			\$83,352	\$91,596	\$85,028	\$93,437	\$89,271	\$98,100
18					\$89,743	\$98,619	\$91,398	\$100,437
19					\$95,255	\$104,676	\$96,308	\$105,833
20					\$96,431	\$105,968	\$102,221	\$112,331
21					\$97,622	\$107,277	\$103,483	\$113,718
22							\$104,760	\$115,121

BASE SALARY is amount employee will be paid and amount reported to the Internal Revenue Service on the W-2 form as taxable income.  
COMPUTED SALARY is base salary plus Board of Education contribution to the Teachers' Retirement System and will be reported to TRS for pension calculation.

Summer School Rate - \$30 per class hour. District Approved Staff/Development Curriculum Work Rate - \$18 per hour

The placement on the above Steps do not equate to years of experiences

**EXHIBIT A -  
TEACHER'S ANNUAL BASE SALARY SCHEDULE 2022-2023**

Step	B.A.		B.A.+15		M.A.		M.A.+30	
	Base Salary	Computed Salary	Base Salary	Computed Salary	Base Salary	Computed Salary	Base Salary	Computed Salary
0	\$42,529	\$46,736	\$44,648	\$49,064	\$48,898	\$53,734	\$53,155	\$58,413
1	\$44,648	\$49,064	\$46,777	\$51,403	\$51,036	\$56,083	\$55,281	\$60,749
2	\$46,777	\$51,403	\$48,898	\$53,734	\$53,155	\$58,413	\$57,402	\$63,080
3	\$48,898	\$53,734	\$51,036	\$56,083	\$55,281	\$60,749	\$59,528	\$65,416
4	\$51,036	\$56,083	\$53,155	\$58,413	\$57,402	\$63,080	\$61,656	\$67,754
5	\$54,465	\$59,852	\$56,645	\$62,247	\$61,007	\$67,040	\$65,360	\$71,825
6	\$56,645	\$62,247	\$58,821	\$64,639	\$63,180	\$69,428	\$67,538	\$74,218
7	\$58,821	\$64,639	\$61,007	\$67,040	\$65,360	\$71,825	\$69,710	\$76,604
8	\$61,007	\$67,040	\$63,180	\$69,428	\$67,538	\$74,218	\$71,901	\$79,012
9	\$63,180	\$69,428	\$65,360	\$71,825	\$69,710	\$76,604	\$74,081	\$81,408
10	\$65,360	\$71,825	\$67,538	\$74,218	\$71,901	\$79,012	\$76,249	\$83,790
11	\$67,538	\$74,218	\$69,710	\$76,604	\$74,081	\$81,408	\$78,436	\$86,193
12	\$69,711	\$76,605	\$71,901	\$79,012	\$76,249	\$83,790	\$80,615	\$88,588
13	\$74,036	\$81,358	\$74,087	\$81,415	\$78,436	\$86,193	\$82,782	\$90,970
14	\$78,582	\$86,353	\$78,541	\$86,308	\$80,615	\$88,588	\$84,966	\$93,369
15	\$79,552	\$87,420	\$83,365	\$91,610	\$82,782	\$90,970	\$87,140	\$95,759
16	\$80,534	\$88,500	\$84,394	\$92,741	\$84,968	\$93,371	\$89,322	\$98,156
17			\$85,436	\$93,886	\$87,154	\$95,773	\$91,503	\$100,553
18					\$91,987	\$101,084	\$93,683	\$102,948
19					\$97,636	\$107,293	\$98,716	\$108,479
20					\$98,842	\$108,617	\$104,777	\$115,139
21					\$100,063	\$109,959	\$106,070	\$116,561
22							\$107,379	\$117,999

BASE SALARY is amount employee will be paid and amount reported to the Internal Revenue Service on the W-2 form as taxable income.  
COMPUTED SALARY is base salary plus Board of Education contribution to the Teachers' Retirement System and will be reported to TRS for pension calculation.

Summer School Rate - \$30 per class hour. District Approved Staff/Development Curriculum Work Rate - \$18 per hour

The placement on the above Steps do not equate to years of experiences

## EXHIBIT B - DIFFERENTIALS

1. Experience related to the differential assignment may be evaluated by the principal or supervisor up to a maximum of three (3) steps (including the initial step).
2. Percentages apply only to the base (B.A. schedule) and range from minimum to maximum in two (2) equal steps at one (1) percent per year.
3. A coach may hold no more than one (1) athletic differential per sport season.
4. Due to student safety needs at the middle schools, volunteers will be sought for Middle School Safety Supervisors. Those interested teachers with the highest seniority shall be first offered the assignment. If there are not sufficient volunteers, administration will actively seek qualified non-certified personnel or others for such vacancies. Qualified non-certified personnel will be hired on a pro-rated certified regular basis using the teacher's annual salary schedule. If volunteers or non-certified staff are not available, such extra assignment shall be distributed equitably, for no more than one semester of a school year to the current staff. The administration shall assign qualified teachers on the basis of reverse seniority, such assignments shall be made after consultation with the President of the Association or designee. As part of this consultation, the administration shall provide evidence of seeking volunteers and non-certified staff for such assignments.
5. All paid stipend positions for sports and activities are required to provide a minimum of two (2) hours of community service each school year.
6. Prior to this Agreement expiring, a joint committee of MEA and BOE members will be established to review the following differentials to provide suggested updates and changes for the next negotiation team to review, as appropriate.

### High School (Non-Athletics)

Position	Percent of Base	
	Minimum	Maximum
Academic Team	8%	10%
Academic Team, Assistant	5%	7%
Robotics Team	3% Flat	
Bass Team	2%	4%
Bass Team, Assistant	1%	3%
Business Internship	3%	4%
Chess	6%	8%
History Club	4%	6%
Creative Magazine	6%	8%
Department Chairman (Certified to Evaluate)	18%	20%
Diversified Occupations Coordinator	3%	4%
Dramatics	5%	7%
Dramatics, Director's Assistant	3%	5%
Musical Dramatics	5%	Per Production
Musical Dramatics, Director's Assistant	3%	5%



<b>Percent of Base Position</b>	<b>Minimum</b>	<b>Maximum</b>
Technical Director	3%	Per Production
Forensics	6%	8%
Interact Club	1%	3%
Link Leader (3)	3% Flat	
Music, Vocal	17%	19%
Instrumental Director	17%	19%
Assistant Instrumental Director	7%	9%
Pep Band	2%	3%
Jazz Band	3%	5%
Newspaper	12%	14%
Newspaper, Assistant	8%	10%
Student Activities Director	12%	14%
Assistant Student Activities Director	4% Flat	
Minority Leaders of Tomorrow	3%	5%
Secondary Transition Employment Program Coord. (2)	3%	4%
Yearbook	12%	14%

### High School (Athletics)

<b>Position</b>	<b>Percent of Base</b>	
	<b>Minimum</b>	<b>Maximum</b>
Weight Room Manager (Strength & Conditioning)	10%	12%
Baseball, Head Varsity	16%	18%
Baseball, Assistant Varsity	11%	13%
Baseball, Head Grades 10	11%	13%
Baseball, Grade 9 (Beginning 2014-2015 School Year)	9%	11%
Basketball, Head Varsity (Boys)	28%	30%
Basketball, Assistant Varsity (Boys)	15%	17%
Basketball, Head Sophomore (Boys)	15%	17%
Basketball, Head Grade 9 (Boys)	13%	15%
Basketball, Head Varsity (Girls)	28%	30%
Basketball, Assistant Varsity (Girls)	15%	17%
Basketball, Head Sophomore (Girls)	15%	17%
Basketball, Head Grade 9 (Girls)	13%	15%
Bowling (Girls)	10%	12%
Cross Country, Head Varsity (Co-Ed)	13%	15%
Cross Country, Assistant Varsity (Co-Ed)	9%	11%
Football, Head Varsity	28%	30%
Football, Assistant Varsity (2)	12%	14%
Football, Head Sophomore	10%	12%
Football, Assistant Sophomore (2)	9%	11%
Football, Head Grade 9	9%	11%
Football, Assistant Grade 9 (2)	8%	10%
Golf (Boys or Girls)	6%	8%
Golf, Assistant (Boys or Girls)	1%	3%
Soccer, Head Varsity (Boys or Girls)	15%	17%
Soccer, Assistant Varsity (Boys or Girls)	10%	12%

<b>Position</b>	<b>Percent of Base</b>	
	<b>Minimum</b>	<b>Maximum</b>

Soccer, Head Grade 10 (Boys or Girls)	10%	12%
Soccer, Head Grade 9 (Boys or Girls)	9%	11%
Softball, Head Varsity	16%	18%
Softball, Assistant Varsity	11%	13%
Softball, Head Grades 9 & 10	11%	13%
Special Olympic Athletic Coach	11%	13%
Special Olympic Assistant Athletic Coach	6%	8%
Swimming, Head Varsity (Boys or Girls)	16%	18%
Swimming, Assistant Varsity (Boys or Girls)	11%	13%
Tennis, Head Varsity (Boys)	15%	17%
Tennis, Assistant Varsity (Boys)	10%	12%
Tennis, Head Varsity (Girls)	15%	17%
Tennis, Assistant Varsity (Girls)	10%	12%
Track, Head Varsity (Boys or Girls)	18%	20%
Track, Assistant Varsity (Boys or Girls) (2)	12%	14%
Volleyball, Varsity	15%	17%
Volleyball, Assistant Varsity	10%	12%
Volleyball, Sophomore	10%	12%
Volleyball, Grade 9	8%	10%
Wrestling, Head Varsity	18%	20%
Wrestling, Assistant Varsity	12%	14%
Wrestling, Sophomore	11%	13%
Wrestling, Grade 9	11%	13%
Cheerleaders, Head Fall Sports	7%	9%
Cheerleaders, Assistant Fall Sports	2%	4%
Cheerleaders, Head Winter Sports	9%	11%
Cheerleaders, Assistant Winter Sports	3%	5%
Contemporaires	5%	7%
Flags & Twirlers, Head	3%	5%
Intramurals (Boys or Girls)	Total 4%	

(on approved plan basis)

### Secondary (Non-Athletics)

Secondary Music Chair (6-12)

3.5% Flat

### **Middle School** **(Non-Athletics)**

<b>Position</b>	<b>Percent of Base</b>	
	<b>Minimum</b>	<b>Maximum</b>
Academic Team (2)	4%	5%
Safety Supervisor (12 Total/6 per School)	3% Flat	
Detention	5%	7%
Dramatics	5%	7%
Event Sound Coordinator	4% Flat	
Music, Vocal	3%	5%
Music, Band	9%	11%
<b>Position</b>	<b>Percent of Base</b>	
	<b>Minimum</b>	<b>Maximum</b>
Newspaper	4%	6%

Special Education Case Coordinator.		8%Flat	
Student Congress	6%		8%
Team Leader (4) each grade level or six (6) at each middle school		Flat 5%	
Web Leader (4)		3% Flat	
Yearbook	5%		7%

### Middle School (Athletics)

Position	Percent of Base	
	Minimum	Maximum
Athletic Manager	18%	20%
Basketball, Head Grade 8 (Boys or Girls)	7%	9%
Basketball, Head Grade 7 (Boys or Girls)	7%	9%
Cross Country, Head Grades (Co-Ed)	6%	8%
Cross Country, Assistant (Co-Ed)	2%	4%
Football, Head Grades 7 & 8	7%	9%
Football, Assistant Head Grades 7 & 8	7%	9%
Football, Assistant Grades 7 & 8	6%	8%
Swimming, Head Grades 7 & 8 (Co-Ed)	2%	4%
Swimming, Assistant Grades 7 & 8 (Co-Ed)	1%	3%
Tennis, Grades 7 & 8 (Boys or Girls)	5%	7%
Track, Grade 8 (Boys or Girls)	5%	7%
Track, Grade 7 (Boys or Girls)	5%	7%
Volleyball, Grade 8	6%	8%
Volleyball, Grade 7	6%	8%
Wrestling, Head Grades 7 & 8	7%	9%
Wrestling, Assistant Grades 7 & 8	6%	8%
Cheerleaders	8%	10%
Intramurals (Co-Ed, one each middle school)	5% Flat (On Approved Plan Basis)	

### Elementary Schools

Position	Percent of Base	
	Minimum	Maximum
Elementary Music Chair (K-5)		3.5 % Flat
Library Chair		7% Flat
Grade Level Chair (6)		4% Flat
Safety Patrol		1% Flat
Safety Supervisor		5% Flat
Choice of only Four (4) of the following (1% per Activity):		
Academic Team Coach		2% Flat
Student Council		2% Flat
Mini Theater/After School Choir		2% Flat
Lego Team Coach		2% Flat
Cup Stacking Team Coach		2% Flat