

**PROFESSIONAL NEGOTIATION AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 90**

**AND**

**THE O'FALLON CLASSROOM FEDERATION OF TEACHERS**

**CHARTERED WITH**

**THE ILLINOIS FEDERATION OF TEACHERS**

**AND**

**THE AMERICAN FEDERATION OF TEACHERS**

**2023-2024**

**2024-2025**

**2025-2026**

**O’FALLON CLASSROOM FEDERATION OF TEACHERS-PROFESSIONAL  
NEGOTIATION AGREEMENT**

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## **ARTICLE I - RECOGNITION**

- A. The Board of Education of O'Fallon District No. 90, St. Clair County, Illinois, hereinafter referred to as the "Board" recognizes the O'Fallon Classroom Federation of Teachers IFT/AFT, hereinafter referred to as the "Federation", as the sole and exclusive negotiating agent for all regular certified employees, hereinafter referred to as "employees", except for the Superintendent, Principals, Assistant Principals, and any other certified employees as deemed supervisory by the Illinois Educational Labor Relations Act.

## **ARTICLE II - NEGOTIATION PROCEDURES**

- A. The parties agree that their duly designated representatives shall negotiate in good faith. Each party shall select its own representatives. Negotiations shall begin no later than 90 days before the start of the next school year.
- B. If after the parties have thoroughly discussed all of the issues presented and still are unable to reach agreement, the unresolved issues shall be submitted for mediation. Either party may submit a letter to the Federal Mediation and Conciliation Service requesting that a mediator be appointed from their staff to help resolve the dispute.

## **ARTICLE III - PROFESSIONAL GRIEVANCE PROCEDURE**

### Section I - Definition of a Grievance

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of this Agreement.

### Section II - Who Can Grieve

A grievance may be filed by the District No. 90 Classroom Federation of Teachers or by any teacher with or without representation by the Federation. However, the Federation shall have the right to present its viewpoint at any step in writing.

### Section III - Procedures to Follow

#### A. First Step

Within 15 school days of the alleged grievance, an attempt shall be made to resolve any grievance in an informal, verbal discussion between complainant and his immediate supervisor. If this informal meeting fails, the grievant shall, within 5 days of the discussion, file the grievance in writing with the immediately involved supervisor.

B. Second Step

If the grievance cannot be resolved informally, the aggrieved party shall file the grievance in writing with his principal with a copy to the president of the O.C.F.T. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the agreement allegedly violated, and should state the remedy he requests. The filing of the grievance at the second step must be within 15 school days from the date of the occurrence of the event which precipitated the grievance. The principal or other administrator, who has the authority to make a decision on the grievance, shall make the decision and communicate it in writing to the grievant, president of the O.C.F.T., and the Superintendent within 4 school days. This answer shall include the reasons for the decision.

C. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved person shall file, within 5 school days of receipt of the written decision at the second step, a copy of the grievance with the Superintendent. Within 7 school days after such written grievances is filed, the aggrieved, the representatives of the aggrieved as desired, the principal, and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within 4 school days of the third step meeting and communicate it in writing to the aggrieved, the principal, and the Federation. His answer shall state the reasons for the decision.

D. Fourth Step

If the grievance is not resolved satisfactorily within 5 school days after the third step is completed, a copy of the grievance shall be filed with the Board of Education, with the grievance to be considered and acted upon no later than the next regular meeting. If the grievance involves the Board, steps 1-3 may be bypassed upon mutual agreement between the Federation and the Superintendent.

E. Fifth Step

Within 15 days after action by the Board of Education, the Federation may submit, on behalf of the Federation and/or the grievant, the grievance to final and binding arbitration. The Federation and the Board of Education shall follow the voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrators of the proceedings. Each party shall bear the full cost of its representation in the grievance procedure and shall share equally the cost of the arbitrator and the American Arbitration Association. If either party requests a transcript of the proceedings, that party shall bear the cost of the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Federation.

#### Section IV - Basic Principles

- A. A member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- B. Nothing contained in these procedures shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of Federation representatives.
- C. The failure of any individual or the Federation to act on any grievance within the prescribed time limits will act as a bar to any further appeal and a failure in any step to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may, however, be extended, but only by mutual consent.
- D. Any grievant has a right to be represented, and to be present, in the grievance procedure. When the presence of any individual at a grievance hearing is requested by either party, physician--documented or other incapacity of that individual shall be grounds for any necessary extension of grievance procedure time limits.
- E. Hearing and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, to be present to attend, and will be held, insofar as possible, after regular school hours.
- F. It is agreed that any investigation or other handling/processing of any grievance shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities.
- G. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- H. A grievance may be withdrawn at any level without establishing precedent.
- I. All parties involved may use whatever counsel they deem necessary.

#### **ARTICLE IV - TEACHER EVALUATION**

- A. The primary purpose of the teacher evaluation plan in District No. 90 is the improvement of the quality of instruction. Teacher evaluation methods, instruments, descriptors, and procedures used in District No. 90 shall be developed in accordance with the rules and regulations of the State Board of Education and Article 24-A of the Illinois School Code. The Joint Committee will meet no later than March 1<sup>st</sup> to discuss the evaluation plan for the upcoming school year.

- B. Any modification of the District Evaluation Plan will be developed in cooperation with the representatives approved and appointed by the O'Fallon Classroom Federation of Teachers.
- C. Within 2 weeks after the beginning of each school term, the evaluator shall acquaint each employee under the evaluator's supervision with the formal evaluation procedures, and who will observe and evaluate the teacher's performance. No formal evaluation may take place until such orientation has been completed.
- D. The evaluator shall evaluate each teacher in writing, using an evaluation instrument jointly designed by the administration and the O.C.F.T. An evaluation will be made preceded by a minimum of 1 in-class observation of the teacher's performance. All formal observations shall be done with the full knowledge of the teacher.
- E. The evaluator shall have a meeting with the teacher following the evaluation to discuss the evaluation. If deficiencies are noted in the evaluation, the evaluator shall provide positive assistance to correct the deficiencies. The teacher shall receive a signed copy of each formal evaluation.
- F. The teacher shall have the opportunity to attach his/her own responses to the evaluations.
- G. Annually, on or before February 15, the evaluator shall complete a written evaluation report and make recommendations as to re-employment.

**ARTICLE V - LEAVES**

**A. Sick Leave**

The normal annual allotment of sick leave for all personnel employed 10 months or less shall be as follows:

|                           |  |
|---------------------------|--|
| 0-5 years of experience   | 10 days per year   |
| 6-20 years of experience  | 12 days per year   |
| 21-24 years of experience | 16 days per year   |
| 25 years of experience    | 16 days per year (provided the teacher has fewer than 100 sick days accumulated at the beginning of the 26 <sup>th</sup> year) |
| 25 years of experience    | 66 days per year (provided the teacher has at least 100 sick days accumulated at the beginning of the 26 <sup>th</sup> year)   |
| 26 + years of experience  | 16 days per year   |

Sick leave shall be used for personal illness, sickness of family member or quarantine in the home, or serious illness, or death of mother, father, husband, wife, children, brothers, sisters, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, grandchildren, and death of aunts, uncles, cousins, nieces and nephews, brother-in-law, sister-in-law, life partner, step-children and step-

parents. Sick leave shall be granted for dental or doctor's appointments which must unavoidably be scheduled during the school day. Those employed before the beginning of the second semester shall be granted the full number of days as stated, but those employed after that time shall be allowed one-half of their annual allotment. Each employee will be furnished at the beginning of each school year the number of days of sick leave he has available.

Any employee who, prior to July 1, 2018, had accumulated at least one hundred (100) days of sick leave upon completion of twenty-five (25) years of service to the District and who has not, prior to the beginning of the 2018-2019 school year, elected to participate in the Retirement Incentive pursuant to Article VI Section M under this Agreement or a prior Agreement, shall receive an additional allotment of fifty (50) days of sick leave on the first day of the 2018-2019 school year. Eligibility for the additional allotment of sick leave under this Section A occurs only once.

A lump sum payment of \$300.00 per semester will be paid to any teacher who does not use any sick leave or personal leave during an entire school year. No such payment will be made during any school semester in which teachers are not required to be present in the District due to a global pandemic.

Any absence of more than three (3) days for personal illness or thirty (30) days for childbirth shall be accompanied by a certificate from a physician or other medical provider as described in Section 24-6 of the School Code as a basis for pay. The Board may require a certificate from a physician or medical provider as it deems necessary in other cases, in which case the Board shall pay the expenses incurred by the teacher in obtaining the same.

### **Sick Leave Bank**

A sick leave bank will be established for certified employees to be used in the event of a catastrophic illness (defined as a life-threatening illness), surgery, a temporary disability requiring extended hospitalization or home confinement, or for the same reasons involving immediate relatives of the employee when the employee is the sole care giver for the relative. Home confinement is specifically limited to contagious or autoimmune conditions and is required by doctor's orders. Normal pregnancy, child care, or elective surgery is not considered to be valid reasons for use of the sick leave bank.

Committee: A 6-member Sick Leave Bank Committee shall be established. Three (3) members shall be appointed by OCFT and 3 by the administration. All Committee members must be sick leave bank members. The decision made by the Committee shall be the final decision. Each decision requires a minimum of 4 votes to approve or disapprove. The Committee shall have the responsibility of reviewing, as often as needed, requests for withdrawals from the bank, verifying validity of requests, recommending approval or denial of the requests, and communicating its recommendations to the individual member and the business office. This Committee will be given the authority to develop rules or procedures subject to approval by OCFT Executive Committee and the Board of Education and to distribute same to the membership.

**Hold Harmless:** The District shall protect and hold harmless all members of the Sick Leave Bank Committee that have been appointed by the Union for any action taken as a member of this Committee.

**Participation:** All certified employees of O'Fallon School District No. 90 who are OCFT members or administrators are eligible to participate in the sick leave bank. Withdrawal from the bank will be limited to those who have exhausted all accumulated sick leave and personal leave days and meet the criteria outlined by the Sick Leave Bank Committee. In the event of a member's incapacitation, a family member may apply to the sick leave bank for a grant.

**Authorization:** Authorization of contributions shall be made on an appropriate form provided by the school district and signed by the member. Authorizations forms must be submitted to the Administrative Office no later than 30 days after the member becomes eligible to receive sick leave days for the year in question, that is to say, personnel employed on a 12-month contract on or before July 31, and other personnel employed on a shorter contract between August 15 and September 1 or 30 days after the first day of actively undertaking their duties. Employees returning from extended leave may contribute within 30 days of resuming their duties.

**Resignation:** Resignation from the Sick Leave Bank must be submitted in writing to the Sick Leave Bank Committee between August 15 and September 1. Any member resigning will forfeit days donated to the Sick Leave Bank and will become ineligible for any future benefits of participation in the Sick Leave Bank.

**Contributions, Withdrawals, Restrictions:** Members shall be required to contribute 2 sick leave days during their first participating year. In addition to these days, a member shall transfer the necessary maintenance days. Retiring teachers may contribute the balance of unused accumulated sick leave into the bank upon retirement.

All bank withdrawals must be approved by the Sick Leave Bank Committee. Withdrawals will be allocated in up to 30 day increments. Member requests for additional days must be renewed every 30 days until they have exhausted the sick leave bank days available to them under this provision.

The Sick Leave Bank Committee can authorize up to the following maximum days to be withdrawn from the bank: those who have been a member of the bank for less than 1 year a maximum of 60 days; membership for 1 or 2 years a maximum of 120 days, and membership more than 2 years a maximum of 180 days.

An initial 5 year period will begin the day member uses the first day from the bank and will end on the 5-year anniversary date of said first withdrawal. During this 5-year period the member may only use 180 total days. After the expiration of the initial 5-year period members are again eligible to draw to a maximum of 180 days for a second 5-year period. The second 5-year period will begin on the date of the first withdrawal and end on the 5-



year anniversary date thereof. Thereafter, the member would be eligible for another 5-year period until the employee is no longer a member of the bank or employed by the school district.

Ex: If a member first draws from the bank on July 1, 2000, the member, thereafter, can only withdraw a maximum of 180 days through and including July 1, 2005. Thereafter, the member is again eligible for a new 5-year period which would run from the date of that first withdrawal. If the next withdrawal is October 1, 2005 the member would be eligible for another 5-year period which ends on October 1, 2010.

Days remaining in the bank at the end of the school year will determine the number of sick leave days that will be contributed to the bank from the member's accumulated sick leave at the beginning of the following school year. Maintenance contributions will be made as follows:

|                |   |                            |
|----------------|---|----------------------------|
| 900 + days     | - | 0 days will be contributed |
| 600 – 899 days | - | 1 day will be contributed  |
| 0 – 599 days   | - | 2 days will be contributed |

Exhaustion of the Bank: Should the bank be dissolved for any reason with days remaining in the bank, the days shall be returned to all the currently participating members on a prorated basis. The days returned shall be rounded off to the closest one-half day.

#### B. Personal Leave

The Board shall grant each employee 3 full days or 6 half-days of personal leave without loss of pay. Such leave is non-cumulative, but any full or half days not used during the year will be added to the accumulated sick leave at the beginning of the following school year, up to the maximum allowed under the present contract. Except in the case of an emergency, written advance notice of the necessity for personal leave shall be submitted as soon as possible to the Superintendent or his designee.

A personal leave day may not be used during the first or last week of school or the day before or the day immediately after a scheduled school holiday or vacation period unless an emergency develops or a significant personal or family life event occurs and the Superintendent or his designee gives approval.

#### C. Maternity/Child-Rearing Leave

A teacher who has entered upon contractual continued service shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the provisions of this agreement:

1. Maternity/child-rearing leave shall be uncompensated leave of absence. Disabilities caused or contributed to by pregnancy, childbirth or related medical conditions shall be considered as any other medical disability, and the teacher may

use accumulated sick leave days for such disabilities. A teacher may use up to forty (40) days of paid sick leave for childbirth, unless a physician or other medical provider certifies the need for additional days, as provided in Section A above.

2. Any combination of uncompensated and compensated maternity/child-rearing leave (consistent with #1 above) shall not exceed twelve (12) weeks and shall be mutually established between the teacher and the administration.
3. Written application for the leave shall be made to the Superintendent no later than 60 days prior to the date the leave is to commence. The application shall state the anticipated beginning and ending dates of the leave, and the type or combination (sick and/or unpaid) of leaves desired. No unpaid leave, sick leave or combination thereof related to pregnancy and/or child-rearing leave shall exceed the balance of the school semester which commences and 1 additional school semester. Every effort shall be made to have such leave terminate immediately prior to the start of a new school semester.
4. To ensure minimal disruption of the educational process, the ending of all leaves without pay or all leaves without pay combines with sick leave shall coincide with the close or commencement of establishing grading periods. If at all possible, pregnancy-related leaves will commence at the close of a grading period.
5. in extenuating circumstances (i.e., interrupted pregnancy or loss of a child), the determination date of the leave may be established at a time other than the close or commencement of the established grading period. The termination will be mutually arranged between the individual and the Superintendent.
6. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.
7. Any teacher who has been employed from a date prior to November 1 through the end of the school term prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary schedule.
8. In all instances where a teacher is granted a maternity/child-rearing leave of 8 calendar months or more, as a condition thereof, she shall advise the Superintendent or designee in writing no later than March 1 prior to the termination of such leave that she intends to return to employment. Failure to timely advise the Superintendent or his designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.

9. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoptive proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the stature of the proceedings and as soon as known, the expected date of the delivery of the child. This section shall not be applicable if the adopted child is 10 or more years of age at the time the child is received.
10. A maternity/child-rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 or the Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established therefore.
11. A male teacher who has entered upon contractual continued service shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notices and other requirements as set forth in this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.
12. A teacher granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation.

D. Federation Leave

In the event that the Federation desires to send representatives to local, state or national conferences or on other business pertinent to Federation affairs, these representatives shall be excused without loss of salary, providing the Federation pays the district for the cost of the substitute (maximum of 2) for any days used for such purposes and, further providing the frequency of excused leaves does not, in the judgment of the Administration, impair the quality of classroom instruction and that a written request for leave has been submitted to the Superintendent for his approval or disapproval. Denial shall be explained in writing to the Federation. No more than 10 days will be approved in a given school year, and this will revert back to 8 if no employee is on the IFT Executive Board. A check to pay for the cost of the substitute teacher shall accompany the request for leave.

E. Funeral Leave

In addition to sick leave, each employee shall be granted 3 days funeral leave at full pay for each occurrence. Such leave is not cumulative and shall be restricted to those individuals' names under sick leave. Upon request of the administration, the employee requesting the leave shall provide documentation supporting the request. The building administrator may approve up to 1 day of funeral leave for 1 or more teachers to attend the funeral of a student or a staff member.

**ARTICLE VI - PROFESSIONAL COMPENSATION**

A. Outside Credit

Credit for teaching outside the District will be granted on the basis of one year for every year in another public or private school, either in the State of Illinois or in another state, up to ten (10) years. An approved school is a public or private school located in this state or any other state, territory, dependency, or possession of the United States, or a school operated by or under the auspices of the United States. Upon agreement of the Superintendent and the Union, additional years of experience may be granted to new candidates for hard to fill positions.

B. Military Service Credit

One (1) year of experience will be credited to all employees who served 6 months or more in the Armed Forces of the United States, if verified by appropriate documentation at the time of employment.

C. Continuous Service Pay

Continuous service pay will be given to all teachers who enter into the following years of service within District 90. The payment will be added to the teachers' pay prior to that year's salary increase.

|                           |          |
|---------------------------|----------|
| After 3 years of service  | \$500.00 |
| After 5 years of service  | \$500.00 |
| After 10 years of service | \$500.00 |
| After 15 years of service | \$500.00 |

D. Pay Periods

There will be 26 pay periods per school year. Teachers who teach an additional section will be paid under the 26 pay payroll periods upon the commencement of the additional section. All employees shall have their paycheck directly deposited into a bank or financial institution selected by the employee.

E. Extra Duty Pay

Extra duty pay shall be according to the negotiated extra duty schedule attached hereto as Appendix I. In an effort to maintain an extra-curricular program, the Board reserves the right to assign staff members to extra-duty positions if volunteers from within the staff are not available. Notification of vacancies for extra-duty position shall be given to all regular teachers. Regular staff members will have preference over other applicants. Notification shall consist of an announcement placed in each employee's lounge.

All employees with extra duty positions will be required to submit a schedule of their meetings, performances, and/or contests to their building administrator within two weeks of the first day of student attendance. Any sport or activity that does not include at least 8 scheduled meetings or events shall be cancelled.

F. Tuition Reimbursement

Teachers earning credit for college courses and fees directly related to classroom teaching duties and approved in advance by the Superintendent, in accordance with standards established by the Board of Education, shall be reimbursed up to but not to exceed \$1500.00 during the fiscal year during which the course is taken. This shall include distance learning courses in a degree program but not professional development courses offered by a university. Request for reimbursement will be processed for payment following presentation of official grade reports proving that the credit has been granted, along with a copy of the university fee statement, receipt, or a canceled check showing a breakdown of amount paid. Teachers must be under contract and teaching in the system before this provision becomes applicable. A teacher must obtain a grade of "A" or "B" in the course to be eligible for reimbursement. Reimbursement will only be made for pre-approved classes. The total amount of reimbursement paid by the District to all teachers under this Section in any 1 fiscal year shall not exceed the sum of \$40,000.00. Once the cap on reimbursements for any year has been reached, no additional tuition reimbursement requests will be approved.

1. Speech pathologists shall be reimbursed for the cost of their national licenses. This reimbursement shall be separate from the tuition reimbursement pool.

Except in cases of death, disability or other good cause as approved by the Board, any teacher who terminates employment with the District within five (5) years after completing the course shall promptly reimburse the District for the amount of tuition payments received from the District in accordance with the following schedule:

- Prior to completing 1 year – 100%
- Prior to completing 2 years – 75%
- Prior to completing 4 years – 50%
- Prior to completing 5 years – 25%
- After completing 5 years – 0%

G. Part-Time Teacher Placement

A teacher must be employed from a date prior to November 1 through the end of the school year in any public school district to have time counted as a full year experience under the Initial Placement Formula in Article VI Section S.

H. Travel Expenses

Those teachers who, as a part of their job assignment, are required to travel within the District each day will be paid \$400.00 per school year. Those teachers who, as part of their job assignment are required to travel within the District less than 5 days per week will be paid a pro-rata amount of \$400.00 based on the number of days required to travel each week. Half will be paid at the end of the first semester and the balance will be paid at the end of the school year.

I. Health Insurance

A group Health Insurance plan is offered and available to all eligible personnel. The Board agrees to pay up to the following amounts toward the cost of health insurance premiums, for each employee enrolled in the District's group Health Insurance plan. Comparable insurance must be provided if there is a change in carrier. Three teachers shall be appointed by the union to serve on the insurance committee.

| <b>Year</b> | <b>Employee Only</b>   | <b>Employee Plus Spouse/Child</b> | <b>Full Family</b> |
|-------------|------------------------|-----------------------------------|--------------------|
| 2023        | \$810/month (eff 8/23) | \$1007/month                      | \$1085/month       |
| 2024        | \$840/month            | \$1027/month                      | \$1105/month       |
| 2025        | \$860/month            | \$1047/month                      | \$1125/month       |
| 2026        | \$880/month            | \$1067/month                      | \$1145/month       |

In the event that federal law mandates an HMO option, the employee may exercise the option by adopting an HMO of his choice in lieu of the district's authorized insurance plan. In that event, the Board shall pay only the current rate of the authorized insurance plan with the same cap and conditions stipulated in Article VI, Section H, regarding the district's authorized hospitalization plan.

Beginning with the 2023-2024 school year, certified employees who do not take major medical insurance with the school district will receive a cash stipend of \$750.00 per semester.

J. Life and Accidental Death and Dismemberment Insurance

The Board shall provide a \$10,000 life insurance policy and a \$10,000.00 accidental death and dismemberment insurance policy for all teachers.

K. Severance Pay

Accumulated sick leave days minus 340 days times the current teacher substitute rate per day. The maximum number of days used to compute severance pay will be 30 days. This amount shall be paid in a separate check due and payable 31 days after the departing employee's receipt of his or her final regular paycheck or last day of work, whichever is later. The teacher must notify the Board prior to September 30 of the school year in which he/she plans to retire or leave the district.

This section shall remain in effect and be applicable only to those employees with 15 or more years of service in the District as of July 1, 2015. This section shall not be available to any other employee. When the employees with 15 or more years of service on July 1, 2015 have all retired from the District, this section shall become null and void and shall be removed from the collective bargaining agreement.

L. Board-Paid Retirement Contributions

For all employees, in addition to the salary paid according to the salary formula model and the extra-duty schedule, the Board will pick up and pay the employee's contributions in accordance with IRS Ruling 81-36 to the Illinois Teachers' Retirement System a percentage of each such employee's salary up to an increase of .06% over the employee's contribution in effect for the 2016-2017 school year (an additive factor of 10.6195% on a potential 9.6% employee contribution). The Board will also pay the full employee's contribution to the Teachers' Health Insurance Fund up to the employee's current share (1.07%).

M. Retirement Incentive Pay

Subject to the limitations on TRS credible compensation provided in Article VI, Paragraph P, those teachers retiring during the term of this contract, who have taught full time in the District for at least 10 years, and who are eligible to retire under provisions of TRS, shall receive an increase in salary of 6% of his/her credible earnings in their final three (3) years prior to retirement. A teacher who gives proper notice to retire may elect to receive 3 years, 2 years or 1 year of the increase in salary as provided herein. To receive this retirement pay, the teacher must submit an irrevocable letter of resignation by April 1st of the year prior to his/her first year of severance payments. Provided, however, that a teacher whose first year of severance payments under this Section shall be the 2023-2024 school year must submit his or her irrevocable letter of resignation by September 15, 2023. A teacher who submitted his or her letter of retirement under the Incentive in place in the 2021-2024 collective bargaining agreement (3% annual increases plus lump-sum post-retirement payments) may rescind the teacher's original retirement notice and submit a revised retirement request under this Paragraph M.

Whenever an Employee is first eligible to retire with 35 years of credible service, he or she must retire by the end of the school year in which he or she first gains eligibility. Failure

to retire at the end of the year in which he or she first gains eligibility will forever foreclose the Employee from the benefits of this incentive for the remainder of the Employee's employment with the District. An Employee who is less than 60 years of age but who has 35 years of creditable service cannot defer eligibility until he or she reaches age 60. An Employee who is 60 years of age or older may defer eligibility until he/she has 35 years of creditable service. Eligibility occurs only once.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or use of sick leave, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary formula model for such year(s) in which the creditable earnings were paid.

N. Flexible Benefit Plan

The Board shall establish a Section 125 flexible benefit plan. Such plan shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for teachers to deduct items allowable under Section 125 of the IRS Code.

O. Tax Sheltered Annuities

The District shall designate no more than 5 annuity programs in which employees may participate. The 5 annuity programs chosen will be mutually agreed upon by the District and the Union. Upon written authorization from an employee, the District shall deduct from the employee's salary and make appropriate remittance for those programs.

P. Limitation on TRS Credible Compensation

The purpose of this section entitled "Limitation on TRS Creditable Compensation" is to avoid all circumstances any payment by the District of a Board-paid penalty or fee to TRS, or any Board or District liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within 5 years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this School District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement shall increase from one school year to the next by more than 6% or be otherwise increased so as to create liability on the part of the Board or District for any portion of a teacher's retirement annuity, or result in any District or Board-paid penalty or fee to TRS. If the percentage amount which triggers any obligation for the District or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board or District paid penalty or fee to TRS decreases, then the maximum of the



teacher's creditable TRS earnings from employment in this School District shall similarly decrease so as to avoid any Board or District paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than 6%, or any such lesser amount that would trigger a District-paid penalty or fee to TRS due to salary increase in any years over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

Provided, however, that this Section P shall not apply to any negotiated increase under Section S #3 in the 2023-2024, 2024-2025, or the 2025-2026 school years for teachers who did not receive a Step 16 increase in August 2015; nor shall it apply to any professional growth tier movement in either the 2024-2025 or the 2025-2026 school year..

Q. Before/After School Program

Teachers employed in the district may participate in the district run Before/After School program at 80% of the regular cost of the program.

R. Pre-School

Teachers employed in the district may participate in the District run Pre-School program at 80% of the regular cost of the program.

S. Salary Formula Model

1. During the term of this Agreement, teachers will be paid pursuant to the following Salary Formula Model.

2. Teachers who were eligible for and received the Step 16 increase on the salary schedule that existed in August 2015 shall receive the following annual salary increases over their prior year's salary:

2023-2024 4.5% plus \$1000 lump sum payment (not included as part of the compensation for calculation of the following year's salary).

2024-2025 4.5%.

2025-2026 4.5%.

3. Teachers who did not receive the Step 16 increase on the salary schedule that existed in August 2015 shall receive the following annual salary increases over their prior year's salary:

2023-2024 4.5% plus \$1000 compounding increase (included as part of the compensation for calculation of the following year's salary).

2024-2025 5.5%.

2025-2026 5.5%.

4. All teachers shall be eligible for Professional Growth Tier increases in the following amounts:

|                                      |        |
|--------------------------------------|--------|
| BA + 15, BA +24, MA, MA +15, MA + 30 | \$1000 |
| Doctorate/Specialist                 | \$5000 |

Social Workers and Speech Pathologists will be given an additional \$1500 for their MA.

Professional Growth Tier movement after attainment of a Master's Degree shall be granted only for Graduate-level courses taken after completion of the previous Tier.

5. Examples:

*Example A:* Teacher A was first employed in the 1999-2000 school year and received a Step 16 increase on the former salary schedule in August 2015. During the 2022-2023 school year, her total salary was \$100,000. During the 2023-2024 school year, her salary will be increased by 4.5% to \$104,500. In addition, she will receive a \$1000 lump sum added to her salary for a total salary of \$105,500. During the 2024-2025 school year, her salary will be increased by 4.5% over the base 2023-2024 salary to \$109,202.50. In addition, she will receive a \$1000 lump sum added to her salary for a total salary of \$110,202.50.

*Example B:* Teacher B was first employed in the 2015-2016 school year. During the 2022-2023 school year, her total salary was \$60,000. During the 2023-2024 school year, her salary will be increased by 4.5% to \$62,700. In addition, she will receive \$1000 added to her salary for a total salary of \$63,700. During the 2024-2025 school year, her salary will be increased by 5.5% over the base 2023-2024 salary to \$67,203.50. In addition, she will receive \$1000 added to her salary for a total salary of \$68,203.50. She also completes her Master's Degree prior to the 2024-2025 school year, resulting in an additional increase of \$1000, for a total 2024-2025 salary of \$69,203.50.

6. Initial Placement Formula: \$40,000 for the 2023-2024 school year, \$42,400 for the 2024-2025 school year, and \$44,308 for the 2025-2026 school year + (\_\_\_ years x \$1000) + (\_\_\_ tiers x \$1000) + (Doctorate/Specialist tier of \$5000, if applicable). In no event shall a current full-time teacher (one employed during or prior to the 2022-2023 school year) be paid less than the initial placement amount provided herein.

T. Retention of Staff

Except in cases of death, disability or other good cause as approved by the Board, any teacher who terminates employment with the District during the school year shall pay the District the sum of \$3000.

U. Recruitment Incentives

Any teacher new to the District may be reimbursed, upon submission of receipts, for the cost of classroom supplies, up to the sum of \$300.

## **ARTICLE VII - TENURE TEACHER DISMISSAL**

No tenure teacher shall be dismissed for cause except in accordance with the provisions of Articles 24 and 24A of the School Code. Any dismissal there under shall be held exclusively in accordance with the provisions thereof and shall not be subject, in any fashion, to the grievance procedure of this contract.

No tenure teacher shall be suspended without pay except for just cause in accordance with the policy of the Board of Education.

Prior to the issuance of any notice of dismissal or suspension without pay, the appropriate administrator shall hold a conference with the teacher involved to discuss the reasons for the proposed action. If requested by the teacher, a Federation representative may be present at the conference.

## **ARTICLE VIII - REDUCTION IN STAFF**

If reductions in staff become necessary because of a decision of the Board to decrease the number of teachers employed, or to discontinue a particular type of teaching service, such reductions shall be made in accordance with Section 24-12 of the Illinois School Code, 105 ILCS 5/24-12.

## **ARTICLE IX - TEACHING HOURS AND ASSIGNMENTS**

A. Preparation Time

The Board agrees to make a reasonable effort to equalize the preparation periods provided teachers with due recognition of differences that do exist between instructional programs. If a teacher is asked to substitute during his/her preparation time, he/she will be compensated at the rate of \$30.00 per class period or hour.

B. Pupil Teacher Day

The teacher workday shall be 7 1/2 hours, except for scheduled committee and staff meetings called by the administration. All certified personnel shall be either in their classrooms or at assigned duty stations a minimum of 30 minutes before the start of school and, except for the duty-free lunch break, remain on duty a minimum of 15 minutes following the close of school. In addition to the present existing preparation period as specified in Article X, paragraph A, the Board shall provide a preparation period during the supervised lunch and play period for all certified employees in the following elementary buildings: Marie Schaefer School, LaVerna Evans School, J.E. Hinchcliffe School, Estelle Kampmeyer School, and Delores Moye School. Efforts will be made to equalize the time available at each school. However, it is recognized that it may not be possible to guarantee the exact number of minutes for each school. If a problem exists with the elementary teacher's preparation time, a Memorandum of Understanding could be agreed upon to discuss that issue.

C. School Work Year

The school year shall be in compliance with Section 18-8 of the School Code of Illinois. The calendar shall provide for a school term of at least 185 days which shall include a minimum of 180 days of attendance of which no more than 4 days may be institutes and/or workshops and no more than 2 days may be full days of parent-teachers conferences.

The work year for a Certified School Nurse shall be 210 work days. The work year for Junior High School Technology teachers shall be 188 work days, including 4 days before the start of school and 4 days after the end of the school year.

D. Substitutes

If there is a lack of a substitute teacher, a regular teacher may be assigned in emergencies. Volunteers will be sought prior to making this assignment. If a teacher is asked to substitute during his/her preparation time, he/she will be compensated at the rate of \$30.00 per class period or hour.

If a teacher is asked or directed by an administrator to take fifty percent (50%) or more of the students in attendance that day from another teacher's class due to a lack of a substitute, the teacher will be compensated at the rate of \$30.00 per class period or hour.

E. Assignments

All employees covered under this Agreement shall be given written notice of their assignments for the forthcoming year no later than 60 days preceding the first day of the new school term. In the event changes in such assignments are to be made, the employee affected shall be notified promptly. In no event shall changes in the employee's assignment be made later than 30 days prior to the beginning of the next school term without the employee's written consent unless an emergency situation, as determined by the school district administration, exists. Reassignments or transfers shall not be made in an arbitrary or capricious manner. In the event of such emergency or transfer, the employee shall be

notified immediately. In the event of such emergency, the employee will be allowed to resign if he/she desires. Teachers involuntarily reassigned shall receive written reason(s) for said assignment.

F. Summer School Positions

Summer school teaching positions shall be posted in all buildings. Positions shall be granted to individuals with proper certification, appropriate grade level and/or subject area experience, and length of service in the school district.

G. Class Size

The Board and the administration will attempt to balance and maintain desirable class sizes, subject to space availability, installation of experimental or innovative programs, and budget limitations. A teacher believing his/her class size to exceed desirable numbers, or not to be in the best interest of the students, shall request a conference with the building administrator. The conference will include discussion of class make-up, adequate materials, and other needs that a teacher may realize. This conference shall then be reduced to writing stating any specific request and filed with the Superintendent or his designee. Disposition of any request shall include a response in writing from the Superintendent's office. Any decision concerning class size, etc., will be made by the Board of Education acting in the best interest of all concerned and will be not be subject to challenge through the grievance procedures.

The Board will comply with all applicable Illinois State Board of Education Regulations concerning class size and work load for special education teachers.

H. "Nature Camp" Field Trip

Participation in the "Nature Camp" program shall be on a voluntary basis only.

I. Job Posting

All vacancies in existing or newly created teaching, administrative, or guidance positions which occur will be sent electronically, via email to all bargaining unit members. All teachers are to be given the opportunity to apply for such vacancies.

## **ARTICLE X - ADMINISTRATION-FEDERATION COMMITTEE**

A committee shall be established composed of a member of the Federation from each building, 3 members of the Administration and 2 members of the Board of Education to discuss matters of mutual interest relative to the general improvement of employee/employer relationship. The committee shall meet on a regularly scheduled basis.

## **ARTICLE XI - NO STRIKE CLAUSE**

The Federation agrees that it shall not, during the duration of this Agreement, engage in or assist in a strike or similar interruption of full and complete services to the Board. Provided, however,

that this clause shall not be applicable during the negotiations over the re-opener as provided in Article XV.

## **ARTICLE XII – PAYROLL DEDUCTION**

The Board shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments or fees. Union dues shall be deducted from employees' salaries in equal amounts over twenty-two (22) pay periods. The District shall pay the fees to the Union within ten (10) days of the date they are deducted from the employees' salaries. Dues deduction authorizations shall remain in effect unless and until they are revoked. In the event an employee notifies either the District or the Union of his or her intent to revoke dues deduction authorization, the party receiving such notification shall immediately notify the other party, and dues will no longer be withheld when the next revocation window opens.

## **ARTICLE XIII - MANAGEMENT RIGHTS AND BOARD AUTHORITY**

It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of O'Fallon School District No. 90 and the Board of Education which are not specifically limited by the express language of this agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement or State laws and National laws.

It is the law of the State of Illinois that the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board. It is the duty of all employees to carry out the policies and regulations as stipulated by the Board. The decision of the Board of Education in matters pertaining to the determination and administration of school policy, the operation and management of the schools, and the direction of employees shall be final.

## **ARTICLE XIV - EFFECT OF THE AGREEMENT**

### **Complete Understanding**

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

### **Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

Term of Agreement

This Agreement shall be binding on both parties for the term of the 2023-2024 school year through the 2025-2026 school year, ending the first day of the 2026-2027 school year.

This Agreement ratified by the Association

This Agreement ratified by the Board  
of Education

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IFT/AFT President

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Board of Education President

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IFT/AFT Secretary

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Board of Education Secretary

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Date



**APPENDIX I -- Extra-Duty Schedule**

| <b>Category 1: \$2,860</b>  | <b>Category 2: \$2,600</b> | <b>Category 3: \$1,980</b> | <b>Category 4: \$1,875</b> | <b>Category 5: \$1,540</b> | <b>Band/Chorus</b>                  | <b>Nature Camp</b>    | <b>Athletic Director</b> |
|---|----------------------------|----------------------------|----------------------------|----------------------------|-------------------------------------|-----------------------|--------------------------|
| Boys JV Basketball (2)  | Varsity Baseball (2)       | Soccer (2)                 | Yearbook (2)               | Bowling (2)                | Band Contest (1): \$1,400           | Chaperone (12): \$700 | Carriel (1): \$5,500     |
| Boys Varsity Basketball (2)   | JV Baseball (2)            |                            | 8th Grade Trip (2)         | Art Club (2)               | Jazz Band (1): \$1,800              |                       | Fulton (1): \$5,500      |
| Girls JV Basketball (2)   | Varsity Softball (2)       |                            | Student Council (4)        | Robotics (2)               | Symphonic Winds (1): \$2,600        |                       |                          |
| Girls Varsity Basketball (2)  | JV Softball (0)            |                            | NJHS (4)                   | Scholar Bowl (2)           | 5th Grade Band (2): \$2,600         |                       |                          |
| JV Cross Country (2)  | Boys Track (2)             |                            | Ecology (2)                | Drama (2)                  |                                     |                       |                          |
| Varsity Cross Country (2)   | Girls Track (2)            |                            |                            |                            | Chorus Contest (1):\$1,400          |                       |                          |
| JV Volleyball (2)   |                            |                            |                            |                            | Honor Choir/Show Choir (1): \$1,800 |                       |                          |
| Varsity Volleyball (2)  |                            |                            |                            |                            |                                     |                       |                          |
| Cheer (2)   |                            |                            |                            |                            |                                     |                       |                          |
| Dance (2)   |                            |                            |                            |                            |                                     |                       |                          |
| *1% increase each of the first 5 years; 0.5% increase each year thereafter. |                            |                            |                            |                            |                                     |                       |                          |

**Duty**

|                               |                |
|-------------------------------|----------------|
| Athletic Monitor/Ticket Taker | \$30 per night |
| Riding Fan Bus                | \$30 per night |
| Summer School/SOAR            | \$30 per hour  |
| Homebound/Hospital Instructor | \$30 per hour  |

PTO or Title I Funded Tutor           \$30 per hour  
FACE/CASE                               \$225/session

Curriculum Stipends (for work completed outside the work day, when grant funds are available)  
\$20 per hour

**Additional Section**

Teaching an Additional Section       A teacher who voluntarily agrees to teach an additional section at the junior high will be paid an additional 15% of his/her salary.

**Mentor**

For new teacher with prior teaching experience           \$100  
For new teacher with no prior teaching experience       \$250

A returning coach or sponsor who has held a like position in the past will retain seniority and pay when hired back into the same position after a break in coaching or sponsorship.