# AGREEMENT BETWEEN THE MT. ZION FEDERATION OF TEACHERS

and

## THE MT. ZION COMMUNITY UNIT DISTRICT NO. 3 BOARD OF EDUCATION

2022-2027

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# AGREEMENT BETWEEN THE MT. ZION FEDERATION OF TEACHERS and THE MT. ZION COMMUNITY UNIT DISTRICT NO. 3 BOARD OF EDUCATION

#### ARTICLE I

#### **PRINCIPLES**

#### 1.1 ATTAINING OBJECTIVES

Attainment of objectives of the educational program of the District requires mutual understanding and the cooperation among the Board of Education, the Superintendent, his staff, and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary with all parties participating in deliberations leading to the determination of all matters.

#### 1.2 PROFESSIONAL TEACHING PERSONNEL

It is recognized that teachers have the right to join or not to join any organization for their professional or economic improvement but that membership in an organization shall not be required as a condition of employment.

#### 1.3 BOARD OF EDUCATION (MANAGEMENT RIGHTS)

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.

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the School District 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.

#### **ARTICLE II**

#### RECOGNITION

#### 2.1 RECOGNITION

The Board of Education of School District #3, Macon County, Mt. Zion, Illinois, hereinafter referred to as the "Board" recognizes the Mt. Zion Federation of Teachers, hereinafter referred to as the "Federation," as the sole and exclusive negotiating agent for all regularly employed full-time certified personnel, hereinafter referred to as "Teachers," except for the Superintendent, Associate Superintendent, Principals, Assistant Principal, Director of Curriculum and Technology, Athletic Director and other administrative or supervisory positions exempt from the bargaining unit consistent with the Illinois Educational Labor Relations Act.

The Board agrees not to negotiate or to consult with any other organization representing certificated staff, individual certificated employees, or group of certificated employees with regard to negotiable items as defined herein, unless otherwise provided for in this agreement or unless mutually agreed upon by the parties during the term of this Agreement.

#### ARTICLE III

#### **PROCEDURES**

#### 3.1 <u>MEETINGS</u>

Meetings will be held between the Board and the Federation for the purpose of negotiating in good faith. The Federation team will not exceed four members. The board team will not exceed four members.

Meetings shall be called upon the written request of either of the parties involved, namely the Mt. Zion Federation of Teachers or the Board of Education. Requests for meetings should contain a specific statement as to the reason of the request.

The first meeting between the parties must occur no earlier than March 1 and no later than March 31, of the year this Agreement terminates

#### 3.2 DIRECTING REQUESTS FOR MEETINGS

Requests for meetings from the Mt. Zion Federation of Teachers will be made directly to both the President of the Board of Education and the Superintendent of Schools. Requests for meetings from the Board of Education will be made directly to the President of the Mt. Zion Federation of Teachers.

A meeting will be held within fifteen (15) calendar days of said request.

#### 3.3 ASSISTANCE

The participants may call upon competent professional and/or lay representatives.

#### 3.4 EXCHANGE OF FACTS AND VIEWS

Facts, opinions, proposals and counterproposals will be exchanged freely during the meeting or meetings (and between meetings, if advisable) in an effort to reach understanding and agreement.

#### ARTICLE III. CONT.

#### 3.5 **AGREEMENT**

When the participants reach final agreement on all matters, it will be reduced to writing and become part of the official minutes of the Board of Education (after approval of the majority of the Mt. Zion Federation of Teachers and after approval of the majority of the Board of Education.) All provisions in the Agreement will be reflected in the individual teacher's contracts. The Agreement shall not discriminate against any member of the teaching staff, regardless of membership in any teacher's organization.

#### 3.6 **MEDIATION**

The parties will comply with the Illinois Educational Labor Relations Act with regards to mediation. In the event of mediation, the parties will request the Federal Mediation and Conciliation Services to appoint a Mediator.

#### 3.7 COSTS

Any costs incurred by the Mt. Zion Federation of Teachers will be paid by the Mt. Zion Federation of Teachers. Any costs incurred by the Mt. Zion Community Unit District No. 3 Board of Education will be paid by the Mt. Zion Community Unit District No. 3 Board of Education. Any costs incurred jointly by the Mt. Zion Federation of Teachers and the Mt. Zion Community Unit District No. 3 Board of Education will be shared jointly by these two groups.

#### 3.8 COMMUNICATION WITH MEMBERS

The Union Officers/Building Representatives shall have the right to use teacher mail boxes and intra-district email service for communication with teachers concerning Union matters, providing such use does not interfere with or disrupt normal operations of the facility.

#### **ARTICLE IV**

#### **GRIEVANCE PROCEDURES**

#### 4.1 **DEFINITION**

A grievance is a complaint by a teacher, group of teachers, or any parties to this Agreement that this Agreement has been violated or misinterpreted.

#### 4.2 TIME LINE FOR FILING

A grievance must be filed within twenty (20) business days of when the grievant knew or should have known of the event which gave rise to the grievance. The grievance shall specify the contract section(s) violated and the remedy requested.

#### 4.3 REPRESENTATION

The aggrieved party may be accompanied or represented by a person or persons of his/her own choosing.

#### 4.4 PRINCIPAL LEVEL

Once a grievance has been presented to the principal, he/she will schedule a meeting with the grievant within ten (10) business days of receipt of the grievance. The principal will respond to the grievant in writing within ten (10) business days of the meeting.

#### 4.5 SUPERINTENDENT LEVEL

If the grievance has not been resolved at the principal's level, it may be submitted in writing to the Superintendent of Schools within ten (10) business days after receipt of the principal's response specifying the reasons for the appeal. The Superintendent shall arrange with the aggrieved party for a meeting to take place within ten (10) business days of the Superintendent's receipt of the appeal. The Superintendent will respond in writing to the grievant within ten (10) business days of the meeting.

#### 4.6 BOARD OF EDUCATION LEVEL

If the grievance has not been resolved at the Superintendent's level, it may be submitted to the Board of Education in writing within ten (10) business days. After submission, the Board of Education shall meet with the grievant and his/her representative(s), if requested by the grievant for the purpose of resolving the

grievance. The Board will respond in writing within ten (10) business days of the meeting.

#### 4.7 TEACHER RESPONSIBILITY

The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to resolve the grievance within the time limit shall permit the grievant to proceed to the next step. All time limits may be extended by written mutual consent. All instruments concerning a grievance must be signed and dated. A teacher who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

#### 4.8 <u>ARBITRATION</u>

If the grievant disagrees with the disposition of the grievance at the Board level, or the time limits expire without the issuance of the Board's reply, the Federation may submit the grievance to final and binding arbitration with the AAA, FMCS, or an agreed upon arbitrator, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) business days of the receipt of the Superintendent's response, then the grievance shall be deemed withdrawn.

- A. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Board and the Federation, and his decision must be based solely upon the express relevant language of the Agreement.
- B. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA or FMCS shall be equally borne by the parties.
- C. If either party requests a transcript of the proceedings, that party shall bear the full costs of that transcript.

#### 4.9 **DEFINITION OF BUSINESS DAYS**

For purposes of this article, a business day shall be any Monday through Friday, excluding holidays, when the business office is open.

#### **ARTICLE V**

#### **EMPLOYER AND TEACHER RIGHTS**

#### 5.1 **DISCRIMINATION**

The Board will not discriminate against a teacher based on applicable law, for any reason(s) including race, color, marital status, sex, sexual orientation, gender identity, or national origin, relative to the terms and condition of this Agreement.

#### 5.2 DUTY FREE LUNCH PERIOD

During each school day, the teachers are entitled to a duty-free lunch period equal to that of students and in compliance with the minimum 30 minutes, as provided for in <u>The School Code of Illinois</u>, 105 ILCS 5/24-9.

#### 5.3 CONTRACT DAYS

The school calendar shall consist of 188 days, in compliance with <u>The School Code of Illinois</u>. The maximum teaching year shall consist of 180 days and, in the event that fewer than eight (8) emergency days have been declared, those days shall be eliminated from the end of the school calendar, after consultation between the Superintendent of Schools and the Federation President has occurred.

PreK-6 teachers are expected to be in their respective classrooms or assigned areas at 8:00 a.m. and remain after school until 3:30 p.m.

7-12 teachers are expected to be in their respective classrooms or assigned areas at 7:30 a.m. and remain after school until 3:00 p.m.

All teachers Pre-K through 12 will be allocated a minimum of one preparation/planning period per day. At the High School and Junior High level, and K-6 specialist teacher planning period shall be equivalent to one core instructional period. Regular classroom K-6 teachers will use the time when students are with specialists as their planning period, to be no less than one high school/junior high planning period. Teachers may voluntarily accept an overload course. Compensation for overload courses shall be an additional 1/7 of employee's current salary.

All teachers Pre-K-12 will have up to 60 minutes per month for meetings, in addition to the times listed above, plus two evening events per year.

#### 5.4 REORGANIZATION OF INSTRUCTIONAL RESPONSIBILITIES

Reorganization of the instructional responsibilities within a building is to be permitted and encouraged in order to best utilize the teaching staff. Notice of reassignments of grade levels, subjects, and/or supervisor duties should be made not later than July 1, unless there are extenuating circumstances. The employee shall be notified promptly and consulted about the change before any decision is made. After notification and consultation has occurred, the employee may request a meeting with the Superintendent or his/her designee to discuss the change. When the District decides to fill a vacant teaching position, written notice of any and full time certified positions in the District shall be posted in each building (except during June and July the posting will be in the Central Office and an electronic correspondence will be sent to all certified staff), unless the opening occurs after August 1.

#### 5.5 EMPLOYMENT BY UNIT

Due to the unique structure of our District, it is understood by both parties that teachers are employed by and for the unit, not for a particular building or grade level.

#### 5.6 PERSONNEL FILE

In accordance with the procedures and time limits set forth in the Illinois Personnel Records Review Act, 820 ILCS 40, et. seq., each teacher shall have the right to review the contents of his personnel file. The teacher's review of his file shall be in compliance with the rules and regulations of the privacy act of 1974. The teacher may have a federation member present during the review of his personnel file. The teacher shall have the right to attach a written statement to any of the material contained therein. The Superintendent may purge an unwarranted written complaint from the personnel file. A copy of the written complaint shall be given to the teacher within ten (10) days of receipt by the Superintendent.

#### 5.7 IN-SERVICE DAYS

The professional development days in the school calendar, as provided for by State law, for in-service training, shall be jointly planned by the administration and the teachers' in-service committee.

#### 5.8 REDUCTION IN STAFF

1. Should it become necessary to reduce the number of teachers employed by the District, due to enrollment decrease, elimination of programs or lack of funds, the Federation shall be advised of such decisions and given an opportunity to discuss the matter prior to board approval.

- 2. In the event it becomes necessary to reduce the number of staff through the cutting of programs or reduction of classrooms, an association committee, appointed by the union president, will be given the opportunity to discuss such reduction in staff with the Board. Reduction in staff shall be made in accordance with the provisions of <a href="The School Code">The School Code</a> of <a href="Illinois">Illinois</a>, 105 ILCS 5/24-12, and shall be in accordance with any administrative rules set forth by the Board of Education of the State of Illinois.
- 3. Certified teachers shall have recall rights consistent with the provisions of the School Code of Illinois, 105 ILCS 5/24-12(b).
- 4. Teacher seniority shall accrue on the date the Board takes action to hire the teacher. In the event of a seniority tie, the Superintendent and Union President will meet and draw lots. The first teacher name drawn will have the most seniority and so on. This process will be used one time to break a seniority tie between teachers and the results of this process shall be final.

#### 5.9 **DISTRICT REIMBURSED MILEAGE**

A teacher, who is approved by the District to use his/her personal vehicle for District business shall be reimbursed at the rate equal to the IRS per mile rate as of July 1 of each year.

#### 5.10 EMPLOYEE DISCIPLINE

During the investigation of a disciplinary matter involving a member of the Union, any employee being investigated regarding such disciplinary matter shall have the right to request Union representation during the course of any administrative interviews or board meetings with the teacher during the course of the investigation. Such meeting will not be conducted in the absence of such representation if representation has been requested.

Any formal written complaint about an individual teacher, that will be used for disciplinary purposes, shall be brought to the attention of the teacher in a timely manner.

Faculty members shall not be disciplined in the presence of students except in the case of emergency or unless necessary to protect the health and safety of persons or property.

#### **ARTICLE VI**

#### **EMPLOYMENT CONDITIONS**

#### 6.1 FULL EXPERIENCE CREDIT

No less than full experience credit shall be allowed for full-time teaching experience in public and private schools. The teacher's education license must match the years of teaching experience.

Teachers commencing employment with the District for the 2022-2023 school year and thereafter, shall be given year for year credit for prior years of full-time public and private teaching experience for determining their placement on the salary schedule step. For example, a teacher with 4 years of prior full-time teaching experience will be placed on Step 4 in the lane corresponding to their level of education.

Teachers who commenced employment with the District prior to the 2022-2023 school year shall be given year for year credit for prior years of full-time public and private teaching experience worked before their initial employment date, for determining their placement on the salary schedule step for the 2022-2023 school year and thereafter. The teacher must provide evidence of his/her prior full-time teaching experience within 30 calendar days from the date this agreement is approved by the school board. For example, a teacher on Step 4 during the 2021-2022 school year, who submits evidence of 3 years of prior full-time teaching experience, will be placed on Step 8 for the 2022-2023 school year, but the teacher shall not be eligible for any retroactive salary payments.

#### 6.2 SICK LEAVE

Each certified employee shall be entitled to twelve (12) sick leave days per school year without loss of pay. The sick leave accumulation maximum shall be 327 days.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption, or placement for adoption and the acceptance of a child in need of foster care in compliance with the Illinois school code. The immediate family for purposes of this Section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, step-brothers, step-sisters, step-children, step-parents, step-grandparents, parents-in-law, sisters-in-law, brothers-in-law, grandparents-in-law, legal guardians, cousins, cousins-in-law, nieces, nieces-in-law, nephews, nephews-in-laws, aunts, uncles, aunts-in-law, uncles-in-law and domestic partner.

The District may require that the teacher provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

The District shall have the right to request an employee to submit a medical certificate as a basis for paid sick leave in accordance with the Illinois School Code, 105 ILCS 5/24-6. If the district request it after 3 days, non-consecutive, then the district has to pay for the doctor visit. If the district request medical certification after 3 consecutive days then the teacher pays.

#### 6.3 PAY OUT OF SICK LEAVE UPON RETIREMENT

Upon retirement, a teacher shall be paid as follows for unused sick leave:

- A. Minimum of fifteen (15) continuous years in District.
- B. Minimum age of 55.
- C. Maximum credit for sick days one hundred twenty-five (125).
- D. Only those sick leave days that are not used for Illinois Teachers' Retirement System purposes shall be considered usable for sick leave/retirement pay in this District.
- E. Pay \$25.00 sick day.
- F. Payment must be paid out after the last regular paycheck has been Issued.

#### 6.4 PERSONAL LEAVE

Two (2) days may be taken each year (or 5 if accumulated) for personal leave with written notification to the building principal. Teachers shall have the option of having all or part of unused personal leave days transferred to sick leave. Teachers shall have, in lieu of transfer to sick leave, the option to be paid \$75.00 per day. Unused leave days may accumulate to a total of five (5). No more than ten percent(10%) of the teaching staff may be absent from the same building for matters concerning personal leave. Personal leave days may not be taken during the first or last three days of school or on the first working day preceding or following Thanksgiving, Winter, Spring vacations or other holidays when the district is not in session, except in emergency situations as approved by the Superintendent or designee for approval at his or her discretion (examples: medical, Act of God, etc.).

#### 6.5 PREGNANCY

Absence due to pregnancy shall be treated as any other illness.

#### 6.6 **EVALUATION**

Teachers, both tenure and non-tenure, shall be evaluated by their building Administrators. (This is not restrictive of Central Office Administrators' evaluation of teachers.) No portion of a building handbook may be used as part of the evaluation process.

Within two weeks of the written request of either party, an Evaluation Committee shall be established consisting of three members appointed by the Federation and three members appointed by the Superintendent to review and recommend changes to the evaluation procedures only. Any procedural changes recommended by the Evaluation Committee will be effective only upon agreement between the Union and the Board and shall take effect with the start of the next school year following the agreement.

No parts of the evaluation policies shall become a part of any collective bargaining agreement, except those portions that deal exclusively with the procedures.

All evaluation processes, procedures, and paperwork associated with the Mt. Zion CUSD 3 Evaluation Plan shall be in accordance with the School Code of Illinois 105ILCS5/24a and shall be in accordance with any administrative rules set by the Board of Education of the State of Illinois.

#### 6.7 **JURY DUTY**

The school district recognizes the duty of each individual employee to participate in his/her civic responsibility. If an employee is summoned for jury duty, the school district will grant a leave with full pay and benefits to the employees while serving jury duty. The employee will turn over monies received for serving on jury duty during work days to the school district. This does not include allowance for transportation.

#### 6.8 FEDERATION LEAVE

In the event that the Federation desires to send its President and/or a designated alternate to a representative meeting, this representative shall be excused without

a loss of salary, provided the Federation reimburses the District for the cost of the substitute. This leave shall not exceed eight (8) days for the bargaining unit, and shall not exceed (5) days per individual.

#### 6.9 SABBATICAL LEAVE

The Board of Education may grant sabbatical leaves in accordance with <u>The School Code of Illinois</u>, 105 ILCS 5/24-6.1. The principal criteria are:

- A. Leaves may be granted for up to one school term.
- B. Leaves are for purposes to improve the school district.
- C. Applicants for leaves must meet the following criteria:
  - 1. Have at least six (6) years service to the district.
  - 2. Submit an approved plan which will benefit the district.
  - 3. Agree to work in the district one year following the leave.
- D. The Board agrees to pay the applicant full salary less that amount paid for substitute service but not less than one-half the basic salary rate.
- E. Tenure, seniority, movement on the Salary Schedule, participation in insurance plans, and Board contributions to the Teachers' Retirement System are not affected by sabbatical leaves.

#### 6.10 RETIREMENT BENEFIT

A. An employee tendering an irrevocable letter of resignation in conformance with the following conditions shall be eligible for a retirement incentive during his/her final four (4) years of teaching.

To be eligible, the employee must:

- 1. Be at least fifty-one (51) years of age on or before December 31 of the c calendar year they submit their retirement letter, and
- 2. Completed fifteen (15) years of continuous full-time teaching service employed by the school district before submitting their letter (be in the 16th year), and
- 3. Submit an irrevocable letter of resignation on or before April 1st of the year preceding the year the incentive is to commence. In 2022 only, the letter must be submitted within 30 calendar days after the school board approves the union contract. In the event the retirement benefit negotiated under Section 6.10 is increased in any successor contract, teachers will receive the higher negotiated

benefit for the remaining years they are eligible to receive the benefit. In the event the retirement benefit negotiated under Section 6.10 is decreased in any successor contract, the teachers in the retirement program shall be grandfathered and continue to receive the higher benefit set forth in the contract in which they entered the retirement program for the remaining years they are eligible to receive the benefit.

B. The irrevocable letter of resignation for retirement must be filed on or before April 1 in the year prior to the first year of receiving this pre-retirement benefit. The pre-retirement period may be from 1 to 4 years in duration depending upon when the irrevocable letter of resignation is received and the specified effective date of retirement. For example, employees indicating retirement in 2023 will have a pre-retirement period of 1 year. Employees indicating retirement in 2024 will have a pre-retirement period of 2 years. Employees indicating retirement in 2025 will have a pre-retirement period of 3 years. Employees indicating retirement in 2026 will have a pre-retirement period of 4 years. Nothing in this program is intended to limit an employee's contractual ability to earn more than 6.0% above the previous year's TRS creditable earnings.

#### C. Aspects of the Plan

The teacher will remain on the salary schedule and will be paid according to the negotiated contract. In June, at the end of each year an employee is in the retirement plan, the District will compare the teacher's TRS creditable earnings to his/her previous year's creditable earnings. The District will pay all the teachers receiving a retirement benefit an amount to ensure the teachers' TRS creditable earnings increases 6.0% over his/her previous year's TRS creditable earnings, based on the number of days the teacher worked or received paid leave from one year to the next year (periods of unpaid leave will be removed from the calculation when determining the retirement benefit).

For example, a teacher enters the retirement plan for one year with a retirement date at the end of the 2022-2023 school year. In June 2023, the District will compare the teacher's 2022-2023 TRS creditable earnings to his/her 2021-2022 TRS creditable earnings. The District will increase the teachers' 2022-2023 TRS creditable earnings in an amount to ensure it increases 6.0% above his/her 2021-2022 TRS creditable earnings.

#### **EXAMPLE:**

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Salary:	\$50,000
Coaching Stipend:	\$ 3,000
Total TRS Earnings:	\$53,000
TRS Creditable Earning First Year:	
Salary:	\$51,000
Coaching Stipend:	\$ 3,100
Retirement Benefit:	\$ 2,080
Total TRS Earnings:	\$56,180
(Reflects 6.0% increase over previous year's earnings	)
TRS Creditable Earnings Second Year:	
Salary	\$52,000

Salary: \$52,000
Coaching Stipend: \$3,200
Retirement Benefit: \$4,351
Total TRS Earnings: \$59,551

If an employee has an extra duty obligation at the commencement of the retirement incentive program and ceases to perform those services during the retirement incentive program period, the calculation of the employee's 6.0% increase shall be reduced by the amount of the extra duty compensation.

#### TRS Creditable Earnings in the year prior to entering:

	Salary:	\$50,000
	Coaching Stipend:	\$ 3,000
	Total TRS Earnings:	<u>\$53,000</u>
TRS Creditable Ear	ning First Year:	
	Salary:	\$51,000
	Coaching Stipend	\$ 0
	Retirement Benefit:	\$ 2,000
	Total TRS Earnings:	\$53,000

(Reflects 6.0% increase over previous year's earnings after removing the stipend work that is no longer performed. The 6.0% calculation is based on \$50,000 and not \$53,000.)

TRS Creditable Earnings Second Year:

Salary:	\$52,000
Coaching Stipend:	\$ 0
Retirement Benefit:	\$ 4,180
Total TRS Earnings:	\$56,180

#### **MISCELLANEOUS**

The parties agree that if the legislature lowers the 6.0% allowable rate to a lower rate and this contract is not grandfathered and exempt from that change; the allowable rate for the retirement benefit under Article 6.10 of this contract shall be reduced from 6.0% to the allowable rate that is permissible which does not result in the District paying any additional pension costs to TRS.

The Board may, in its sole discretion, limit the number of teachers who retire under this plan in any year to thirty per cent (30%) of those teachers who have applied for this benefit. In the event of any limitation in the program, the teacher with the greatest seniority shall have the participation option. Any teacher who is unable to participate in this program because of the application of the limitation, shall have the option to participate the following year, prior to the participation of any new applicants, regardless of seniority.

#### ARTICLE VII

#### **BENEFITS**

#### 7.1 CONTRACT DAYS

The Salary Schedule shall be as set forth in Appendix A, which is attached to, and incorporated in this Agreement. The Salary Schedule shall be based on a 180 days school year. Salary and adjustments for days not worked shall be at the rate of 1/180th of a contract amount.

#### 7.2 CO-CURRICULAR SCHEDULE

The Salary Schedule for co-curricular duties shall be as set forth in Appendices B and C.

#### 7.3 PAYROLL PROCEDURES

A. Payroll Installments - Regular teachers will be paid on alternate Fridays from September through June or September through August. A teacher leaving the District shall have the option of receiving his/her salary on the first payday following the close of school.

To maintain 26 pay dates every fiscal year, on any year when the district would have a 27<sup>th</sup> pay date, (FY 2023) the district will have three weeks after the second pay in December until the next pay.

- **B.** Payroll Deductions Teachers shall have the option of having payroll deductions made to a financial institution, not to exceed one.
- C. <u>Co-Curricular Duties</u> Pay for co-curricular duties will be added to the teacher's salary and a percentage paid each pay period.
- D. <u>Horizontal Advancement on Salary Schedule:</u> Teachers will be eligible to advance horizontally on the salary schedule for completing educational courses, subject to all the following requirements/limitations:
  - 1. Superintendent must approve the courses in advance; and
  - 2. Courses must be graduate level or approved by the District superintendent, and the teacher must earn a B grade or higher in the course; and

- 3. Courses must be from a college or university accredited with the North Central Association of Colleges and Schools (NCA) or its equivalent; and
- 4. Courses may include but are not limited to traditional, web-based, or hybrid.

#### 7.4 INSURANCE PROGRAM

The employee and district premiums will be determined by the insurance fund balance as of June 30 of the contract, based on the following schedule:

Fund balance	Employee	District
Over 1.75 million	0% increase	0% increase
1.3-1.75 million	5% increase	5% increase
1-1.3 million	8% increase	8% increase
.8-1 million	13% increase	13% increase
Under .8 million	17% increase	17% increase

A Committee comprised of Board and Union representatives will meet at least annually to review the major medical insurance program. Changes made to the deductibles, copays, coverage, and prescription cost shall only take affect after a majority vote by the insurance committee and a majority vote by the union.

The Board will pay an additional \$225.00 for each teacher who selects the dependent coverage. The Board agrees to continue providing a monthly financial report including the insurance fund balance to the Union President.

The District shall offer Insurance Open Enrollment every year for all certified employees from August 1 – August 31, for both individual and family coverage.

#### 7.5 RETIREMENT CONTRIBUTIONS

The Board agrees to pay and tax shelter an amount equal to the actual cost of each teachers required contribution to the Teachers Retirement System ("TRS") in an amount not to exceed 9.0% of creditable earnings (compounding factor of 9.8901%).

#### 7.6 SALARY REDUCTION PLAN (FLEX PLAN)

A. The Board shall maintain a salary reduction plan which meets requirements of Section 125 of the Internal Revenue Code to allow employees to elect, via salary reduction, to pay for:

- a. The employee's share of the cost of group medical insurance premiums and/or deductibles;
- b. Reimbursement for unreimbursed medical expenses as allowed by the Internal Revenue Code and Regulations;
- **c.** Reimbursement for dependent care assistance as allowed by the Internal Revenue Code
- B. The plan period will begin on October 1 and run until September 30. On or before September 30, or upon employment for employees starting work after the beginning of the plan year, each employee may designate a portion of his/her compensation for such year as salary reduction contributions to pay for the above items. Employees will have equal amounts of pay deducted from October 1 through the second pay in June.
- C. Salary reduction contributions for any employee shall not exceed the maximum legal limits in any calendar year.
- D. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstances provided for in the Regulations issued by the Internal Revenue Service. The salary reduction contribution for an employee may be adjusted within the legal limits by the Board if there is a change in the cost of the particular type of insurance coverage selected by an employee. An employee may not change coverages during a calendar year because of a change in the cost of coverages.
- E. Claims for reimbursement must be for services received during the plan year. Any amounts designated for which valid reimbursements claims are not made by December 31 following the end of the plan year shall be forfeited and not otherwise paid to the teacher during that year or carried over to a succeeding plan year.

#### 7.7 SALARY SCHEDULE

The Salary Schedules for FY 2023-2027 shall be set forth in Appendix A. Step 0 (base salary) will increase \$750 each year.

Increases for the: 22-23 (5.0%), 23-24 (5.0%), 24-25 (5.0%), 25-26 (4.5%), and 26-27 (4.0%) school years.

#### ARTICLE VIII

#### **FAIR SHARE**

8.1 The employer shall honor employees' individually authorized deductions forms and shall make such deductions in the amounts certified by the union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the union. In the event that an employee revokes their dues, the Union will notify the employer after the close of the revocation window.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees, in both their individual and official capacities, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above payroll deduction provisions, or in reliance on any list, notice, certifications of deductions or revocations.

#### **ARTICLE IX**

#### **LABOR/MANAGEMENT COMMITTEE**

#### 9.1 COMMITTEE DEFINITION

In order to facilitate communication between the Union and the District, a Labor/Management Committee consisting of three Union members and three Management members shall be established. On the reasonable request of either party with three (3) working days written notice the Committee shall meet to discuss matters of concern that do not involve pending negotiations or pending formal grievances. Prior to the date of the meeting, the party requesting the meeting shall submit a written agenda of the items it wishes to discuss. The parties acknowledge and agree that the meetings and discussions and agreements of the Labor/Management Committee shall not constitute negotiations.

#### ARTICLE X

#### **EFFECT OF AGREEMENT**

#### 10.1 UNDERSTANDING (WAIVER OF ADDITIONAL BARGAINING)

The parties each, voluntarily and unqualifiedly, waive any rights, which might otherwise exist under law to negotiate during the term of this Agreement over any subject or matter referred to or covered in this Agreement, or raised during negotiations, or which was known or anticipated or should have been known or anticipated during negotiations, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement over said matters. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Administration prerogatives.

#### 10.2 SAVINGS

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause shall be automatically deleted from this Agreement, but the remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement.

#### 10.3 NO STRIKE

During the term of this Agreement, no employee covered by this Agreement shall engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, slowdown or other refusal to render full and complete services to the Board.

#### 10.4 <u>LIMITATION</u>

If any portion of this Agreement is in violation of any law of the State of Illinois, that portion shall be null and void. However, if the State makes amendments to legislation that allows for collective bargaining, the affected portion will be opened for renegotiation. Any renegotiation will be approved by a majority of Mt. Zion Federation of Teachers members and the Board.

#### 10.5 DURATION

This Agreement shall be in full force and effect from the first day of the 2022-2023 school year until the last day prior to the start of the 2027-2028 school year.

#### **ARTICLE XI**

#### **SIGNATORY**

#### 11.1 STATEMENT OF AGREEMENT

We, the undersigned, being authorized and directed to sign this statement of agreement by our respective organizations herein mentioned, hereby certify that we are now in agreement on the terms and conditions of this Agreement.

IN WITNESS THEREOF, we have hereunto affixed our signatures to this Agreement this June 21, 2022.

BOARD OF EDUCATION

MT. ZION COMMUNITY SCHOOLS

UNIT DISTRICT NO. 3

PRESIDENT

MT. ZION FEDERATION
MT. ZION COMMUNITY SCHOOLS
UNIT DISTRICT NO.

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## APPENDIX B Extra Co-Curricular Pay Schedule

(Percent based on years in same or equal level position, to a maximum of step 14 of the BS column) An employee who has ten years of service in that position to the district will receive a 1% stipend raise.

#### **District Coaching**

Group I	Per Cent
High School Head Boys' Basketball	15.5
High School Head Girls' Basketball	15.5
High School Head Football	15.5
Group II	
High School Head Baseball	10.0
High School Head Softball	10.0
High School Head Boys' Soccer	10.0
High School Head Girls' Soccer	10.0
High School Head Boys' Track	10.0
High School Head Girls' Track	10.0
High School Head Wrestling	10.0
High School Head Volleyball	10.0
High School Cheerleading	10.0
Group III	
High School Assistant Football (5)	8.5
High School Assistant Boys' Basketball (2)	8.5
High School Assistant Girls' Basketball (2)	8.5
Eighth Grade Boys' Basketball	8.5

## APPENDIX B District Coaching (cont.)

Group III (cont.)	Per Cent
Seventh Grade Boys' Basketball	8.5
Eighth Grade Girls' Basketball	8.5
Seventh Grade Girls' Basketball	8.5
Junior High School Head Wrestling	8.5
Group IV	
High School Head Girls Golf	6.5
High School Head Boys Golf	6.5
High School Head Boys' Tennis	6.5
High School Head Girls' Tennis	6.5
High School Head Cross Country	6.5
Group V	
High School Assistant Baseball (2)	6.0
High School Junior Varsity Wrestling	6.0
High School Assistant Volleyball	6.0
Junior High School Volleyball	6.0
Junior High School Head Baseball	6.0
High School Assistant Softball (2)	6.0
High School Boys' Assistant Soccer	6.0
High School Girls' Assistant Soccer	6.0
Junior High School Head Softball	6.0
Junior High School Assistant Wrestling	6.0

## APPENDIX B District Coaching (cont.)

Group V (cont.)	Per Cent
High School Assistant Boys' Track	6.0
High School Assistant Girls' Track	6.0
Junior High School Head Cross Country	6.0
Junior High School Head Girls' Track	6.0
Junior High School Head Boys' Track	6.0
Group VI	
High School Pom Pon	4.5
Group VII	
High School Assistant Boys Tennis	4.0
High School Assistant Girls Tennis	4.0
Junior High School Assistant Baseball	4.0
Junior High School Assistant Softball	4.0
Junior High School Cheerleading	4.0
Junior High School Assistant Boys' Track (2)	4.0
Junior High School Assistant Girls' Track (2)	4.0
Junior High School Assistant Volleyball	4.0
Assistant Junior High Cross Country	4.0
Group VIII	
Indoor Track (2)	2.0

APPENDIX C

Extra Co-Curricular Pay Schedule for High School Clubs/Organizations
(Percent based on years in same or equal level position, to a maximum of Step 14 of the BS column)

Position Instrumental Music Director	Per Cent 15.5
Vocal Music Director	15.5
Assistant Vocal Music Director (2)	12.5
Assistant Instrumental Percussion Director	12.5
BravesTV	6.0
High School International Club	3.0
High School Choreographer	6.0
Assistant Instrumental Marching Band/Drumline	6.0
Combined Freshman Class Sponsors/Tribe (maximum four)	2.0
(Tribe sponsor may not be assigned position)	
Combined Sophomore Class Sponsors/Tribe (maximum four)	2.0
(Tribe sponsor may not be assigned position)	
Combined Junior Class Sponsors (maximum four)	2.0
Combined Senior Class Sponsors (maximum four)	2.0
High School Drama Director	5.0
High School Assistant Drama Director	3.5
High School F.B.L.A.	2.5
High School F.C.C.L.A.	2.5
High School F.F.A.	5.0
High School Flag Corps	3.5
High School Intramurals	2.0
High School Math Team (Head Sponsor)	5.0
High School Math Team (Assistant Sponsor) (2)	2.5
High School Medics	4.0
High School National Honor Society	3.0

### APPENDIX C High School Clubs/Organizations (cont.)

Position Position   High School Clubs/Organizations (cont.)	Per Cent
High School Scholastic Bowl	6.0
High School Assistant Scholastic Bowl	4.0
High School Spanish Club	2.0
High School Speech	3.0
High School Student Council	5.0
High School Yearbook	5.0
High School Post Prom	3.0
High School Project Graduation	3.0
High School/Junior High School Art Club	2.0
High School Academic Challenge Sponsor	5.0
High School S.A.D.D. Sponsor	3.0
High School Barbershop Quartet	3.0
High School Bass Fishing	2.0
Junior High School Clubs/Organizations	n c
Position	Per Cent
Junior High School Newspaper	2.0
Junior High School Scholastic Bowl	5.0
Junior High School Student Council	5.0
Assistant Junior High School Scholastic Bowl	2.5
Junior High School Yearbook	2.0
Intermediate Clubs/Organizations	
Position	Per Cent
Intermediate Band	2.5
Intermediate Chorus	2.5
Sixth Grade Honors Choir	2.5