

AGREEMENT BETWEEN

THE BOARD OF EDUCATION O'FALLON TOWNSHIP HIGH SCHOOL DISTRICT 203

AND

O'FALLON FEDERATION OF TEACHERS LOCAL 3939

FOR SCHOOL YEARS: 2023-2024 2024-2025

2025-2026

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PREAMBLE

This agreement between the Board of Education of O'Fallon Township High School District 203, St. Clair County, O'Fallon, Illinois, and the O'Fallon Federation of Teachers, Local 3939, incorporates a number of understandings that derive from the parties' mutual beliefs that each pupil is entitled to an education of the highest quality.

ARTICLE I RECOGNITION

The Board of Education of O'Fallon Township High School District 203, St. Clair County, O'Fallon, Illinois, hereinafter referred to as "the Board," recognizes the O'Fallon Federation of Teachers, Local 3939, hereinafter referred to as "the Federation," as the sole and exclusive negotiating representative for all licensed teaching personnel, hereinafter referred to as "teachers," except for the Superintendent, the Assistant Superintendent, the Financial Administrator, the Principal, the Vice/Assistant Principals, the Athletic Director, the Director of Special Services, and any other positions that are considered supervisory, managerial, and/or confidential as defined by the *Illinois Educational Labor Relations Act*. Counselors, Department Chairpersons, Instructional Media Center Coordinators, Social Workers, the Special Education Coordinator, and the Assessment Coordinator are classified as teachers and are subject to this Agreement. The Board agrees not to negotiate with any teachers' organization other than the Federation for the duration of this Agreement, except as allowable by law.

ARTICLE II FEDERATION AND TEACHER RIGHTS

- (a) Right to Organize Teachers shall have the right to organize, join, and assist the Federation, and to participate in professional negotiations with the Board through representatives of their own choosing, as per paragraph (a) of ARTICLE XII-Negotiation Procedures for the purpose of establishing, maintaining, protecting, or improving conditions of professional service.
- (b) <u>Board Meetings</u> The President of the Federation, or his/her designee, shall be provided with electronic notice of any regular or special meetings of the Board, together with a copy of the agenda or statement of purpose of such meeting, at least twenty-four (24) hours prior to the scheduled time of such meeting.
- (c) <u>Federation Announcements and Supplies Reimbursement</u> Announcements of Federation business may be made via District email. The Federation shall reimburse the District for all supplies used for Federation business.
- (d) <u>Federation's Views</u> The Federation's views on matters relating to supervisor-teacher or Board-teacher, or Board-administrator relationships shall not be discussed in the presence of students.
- (e) <u>Names and Addresses for New Hires</u> Names and addresses of newly hired teachers shall be provided to the Federation within fourteen (14) days after Board approval to hire the teachers.
- (f) <u>Copies of the Agreement</u> Within thirty (30) days of ratification of the Agreement, the Board or Board designee shall distribute the Agreement electronically to all members of the Federation.

- (g) <u>Early Dismissal</u> School shall be dismissed early for all in-service meetings, and said meetings shall not extend beyond 4:00 P.M.
- (h) Free Admission All teachers shall be admitted free to athletic events sponsored by the school. Spouses and children of teachers shall also be admitted free to athletic events, but not relatives and friends. All teachers shall receive two (2) free tickets to non-athletic events sponsored by the school excluding Madrigals and the "O that Jazz" Concert.
- (i) Notice of Vacancies The Superintendent or designee shall post all vacancies on the website and shall send to all members of the Federation an electronic notice of all vacancies, including vacancies in promotional positions, within two business days of posting. Such notice shall be accompanied by a job description, a statement of minimum qualifications, and salary range. The Superintendent or designee shall also post vacancies on faculty bulletin boards within two business days of the electronic posting.
- (j) Policy Recommendations A statement from any teacher containing recommendations for policy changes can be submitted to the Superintendent. The Superintendent will present any recommended policy changes to the Board at its next regularly scheduled meeting. Any additions, changes, or deletions to Board policy shall be listed on at least two Board meeting agendas (first listing as a consideration item, and second listing the following month as an action item) prior to being adopted. Receipt of the Board agendas shall constitute notice to the Federation of proposed changes in Board policies.
- (k) <u>Dismissal Notices</u> If there is a decision to decrease the number of FTE (full-time equivalents) of teachers employed, or to discontinue a particular type of teaching service, and the normal annual attrition of teachers does not produce the required decrease in FTE, dismissal notices shall be issued as outlined in the *Illinois School Code*.
- (l) <u>Public Complaints About School Personnel</u> Constructive criticism of the schools is welcomed when it is motivated by a sincere desire to improve the quality of the education program and to equip district schools to perform their task more effectively.

The Board places trust in its employees, and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.

Whenever a complaint is made directly to the Board as a whole, or to a Board member as an individual, it shall be referred to the school administration. The individual employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he or she sees them.

If it appears necessary, the administration, the person who made the complaint, or the employee involved, may request an executive session of the Board for the purpose of greater study and a decision. Generally, all parties involved, including the school administration, shall be asked to attend such a meeting for the purpose of presenting additional facts, providing further explanations, and clarifying the issues. Hearsay and rumor shall be discounted, as well as emotional feelings, except those directly related to the facts of the situation.

(m) Seniority and Guidelines for Updating the Reduction in Force List—A teacher's seniority will begin to accumulate upon the hire date. Individuals hired in the same year will be determined by the order of hire based on the job offer date as reflected in the minutes of the Board meeting. Part-time employees will have their service credit accumulate on a prorated basis. If a person works full-time

and then becomes a part time employee, he/she retains the seniority he/she accumulated and begins to accumulate years of seniority on a prorated basis. Full-time employees who take a leave of absence for a year will retain the same number of years of seniority that he/she had when the leave of absence began. A full-time employee who takes greater than twenty (20) days of unpaid leave, of the One-hundred and eighty (180) contractual days, will have their seniority prorated.

(n) Part-Time Teachers — The administration will try to accommodate part-time teaching requests to the extent possible, and when the district or its' students would not be harmed by the part-time assignment. The Superintendent or his/her designee has the final determination whether a part-time request will be granted. Teachers who are granted a part-time assignment per their request will not be able to "bump" other teachers from their teaching assignments should the teacher wish to increase their FTE in subsequent years. Part-time teachers may only increase FTE when additional class sections become available and cannot cause a reduction in FTE to other teachers. If more than one part-time teacher wishes to increase FTE when additional class sections become available, sections will be offered first to the teacher with greatest seniority within the Reduction in Force category 4, followed by category 3.

ARTICLE III WORKING CONDITIONS

- (a) <u>School Calendar</u> The Board shall form a calendar committee that will include at least three (3) teachers and two (2) administrators as members to make a recommendation to the Superintendent concerning the school calendar. The Superintendent shall share such input with the Board. The Board shall make the final decision as to the school calendar.
- (b) Workday and Notification of Absence Teachers are expected to arrive at school ten (10) minutes prior to the start of their assignment in the morning and to remain fifteen (15) minutes after the conclusion of their assignment. Specific starting and ending times will be based upon the schedule of the building to which a particular teacher is assigned. The workday for a full-time teacher is seven (7) hours and twenty (20) minutes, which includes the ten (10) minutes prior to the start of their assignment and the fifteen (15) minutes after the conclusion of their assignment, and a thirty (30) minute duty free lunch At all other times, the teachers shall be at the building, as their services are needed for proper supervision of the students. Except for the lunch period, teachers shall not leave their building without proper notice to the administration, and in the event they are not able to perform their duties, they shall notify the Principal and/or his/her designee as soon as possible. If at all possible, the teacher should also notify the Principal and/or his/her designee of any absence by 6:00 A.M. on the day of absence and should also provide information regarding their expected return to work.

Full-time ESS/AAC teachers shall work 8.0 hours per calendar school day, which includes a 30-minute duty free lunch, and will be assigned between the hours of 6:30 a.m. and 5:00 p.m. as needed to support the programs. Part-time ESS/AAC teachers who combine duties with other teaching assignments may also work 8.0 consecutive hours per calendar school day without receiving additional compensation.

In an effort to build relationships with OTHS students and families, the District may hold an in-person community engagement event. Teachers are required, as part of their job responsibilities, to attend this event. In return for attendance during this event, teachers will be dismissed at 1:00 pm on the day of the homecoming assembly. Teachers who are unable to attend this event because they were absent during the normal work day due to illness will have one (1) sick leave day deducted for being absent during the normal work day and will have an additional two (2) hours of sick leave deducted for being absent from this event.

If a teacher is present during the normal work day, but then is absent from this event, the teacher will have two (2) hours of personal leave time deducted regardless of the reason for the absence.

(c) Student Discipline and Teacher Duties – Teachers shall be responsible for the care, discipline, and instruction of their students, not only during class periods, but also during passing periods and before and after school. Teachers shall be responsible for such special assignments on the campus and in the hallways as shall be assigned by the administration. Each teacher will be given a comparable teaching schedule and will be expected to do an equal share of routine school duties as assigned by the administration.

ARTICLE IV PROFESSIONAL PRACTICE EVALUATION

The procedures followed for professional practice evaluation at OTHS are found in the OTHS Evaluation Plan. For further clarification, refer to the OTHS Evaluation Plan document.

ARTICLE V CONTRACTUAL CONTINUED SERVICE

The Board and the teachers agree to abide by the Illinois School Code with respect to the attainment of tenure.

ARTICLE VI DISCIPLINE

(a) Suspension and Dismissal of Teachers - The Superintendent is vested with the authority to notify any teacher of charges brought forth for violation of Board Policy, or for violation of state law pertaining to public schools. The Superintendent shall make charges when, in his/her judgment, the best interest of the school will be served. In such cases, the teacher shall be given an opportunity to defend and account for his/her actions, and to explain or rebut these charges, not only at a meeting with the Superintendent, but, also, at a hearing before the Board of Education. At the hearing before the Board of Education, the teacher may be represented by counsel and given the opportunity to present witnesses and proof. After said hearing, the Board shall determine whether the facts as presented at the hearing require suspension with or without pay or dismissal, and, if so, for how long, or no disciplinary action whatsoever.

Because of the nature of employment in the school system, and in addition to the reasons stated above, there are certain types of conduct, which will result in discipline, including suspension with or without pay or dismissal, by the Board of Education, following a hearing by the Board of Education.

The Superintendent is authorized to send home any teacher who may have a contagious or infectious disease, which is dangerous to students or to other employees in the school. The teacher may be required to use sick leave or otherwise be segregated from the school population.

Any teacher who fails to follow the reasonable instructions of an administrator shall be guilty of insubordination. An employee guilty of insubordination will have an official reprimand placed in his/her permanent record and will be subject to suspension or discharge for unprofessional conduct.

(b) <u>Dismissal and Reduction in Force</u> - The procedure for the dismissal or the reduction in force shall be outlined in the School Code of Illinois. ESS/AAC teachers do not have bumping rights into other certified positions covered under the CBA. Likewise, other certified positions covered under the CBA do not have bumping rights into ESS/AAC positions.

ARTICLE VII FEDERATION DUES COLLECTION

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 closing of the revocation window.

The Board shall not be liable for any errors or omissions in complying with this article, except in the instance where the Board allows a union member to drop union membership outside of the revocation window as described on the Union's authorized dues deduction cards.

ARTICLE VIII COMPENSATION

- (a) <u>Salary Schedule</u> Teachers, including ESS and AAC, shall be paid according to the salary schedule found at "Appendix A" of this Agreement. Teachers completing 1.0 FTE of service will advance on the salary schedule according to Article VIII (d). During the 2023-2024 School Year, if a Teacher's salary schedule advancement is less than three percent (3%), the Teacher will be given an increase equal to the difference between their salary on the salary schedule and 3% to ensure they receive a 3% increase.
- (b) Extracurricular and Supplemental Pay Extracurricular and supplemental pay shall be paid according to the salary schedules found at Appendices B, C, and D of this agreement. Nothing in Appendices B, C, or D shall be interpreted so as to limit the right of the Board to create new positions involving extra pay for extra duty and to set the rates of pay therefore until the next round of negotiations is scheduled, or to discontinue any of the positions herein.
- (c) <u>Teachers Retirement System</u> In addition to salary, the Board shall pay to TRS the teacher's full contribution not to exceed 9.4% of the teacher's salary. In the event the teachers' required contribution to the Teachers' Retirement System is increased during the term of this Agreement, the Board shall pay to the Teachers' Retirement System on behalf of each teacher one-half of such increase. This additional payment, if any, by the Board will not be reflected on the salary schedule until execution of a subsequent agreement. To the extent that the Board does not pay a portion of the teacher's required contribution to the TRS pension as a benefit, the Board shall pay from the teacher's salary the balance as a deduction. That portion of said required contribution to the TRS pension, which is paid from the teacher's salary, shall not be deemed to be part of the teacher's taxable wages, earnings and compensation in his or her current taxable year and thereafter under provisions of Section 414-(h)(2) of the Internal Revenue Code of 1954 as amended (but shall constitute a tax sheltered benefit).

(d) Salary Schedule Movement and Placement

(1) <u>Vertical Movement on the Salary Schedule</u> – After the completion of a full year of service (1.0 FTE), teachers will move one (1) step vertically on the salary schedule, regardless of column placement or whether they were subject to a column cap for several years. Except as specifically stated in Article VIII(a), under no circumstances shall a teacher move more than one Step per

year. Moreover, step numbers have no correlation to years of service. The Board of Education still reserves its rights regarding salary schedule movement pursuant to Article VIII (m) of the Collective Bargaining Agreement.

Teachers with longevity compensation during one year who move horizontally across the salary schedule the next year will be "held harmless" should their salary for their new column and step be less than their prior salary plus longevity. In the event that the salary for the new step and column is lower than the teacher's salary/longevity prior to the horizontal movement, then the teacher will continue to receive the higher salary/longevity until her/she moves to a step that contains a salary that exceeds his/her current salary/longevity. The teacher does not transfer any previously accrued longevity credit into the new column but will begin to accrue longevity credit anew in the new column, if applicable, as of the date the teacher was eligible to move into the new column despite continuing to receive the higher salary/longevity from the prior column.

- (2) Advancement Horizontally Across Salary Schedule Teachers who earn credits approved by the Superintendent and related to the high school curriculum or administration may advance horizontally across the salary schedule. Upon securing sufficient credits to advance them to the next training column will move at the beginning of the next school year to their proper place on the salary schedule. Any salary increases due because of additional credits earned will be recognized in full with the issuance of the contract or as of September first. No credits earned during a school year will be counted toward credit on the salary schedule until the following school year. Transcripts showing credits earned prior to September first along with the required form requesting movement should be filed in the administration office no later than August 25th. Credit hours earned by taking courses through the American Counsel of Education will not qualify as salary schedule credit.
- (3) <u>B.S. Plus 16</u> Teachers will be placed on Column Two of the schedule if they secure sixteen (16) semester hours of graduate work related to the high school curriculum or administration in courses approved in advance by the administration, provided such credit is accrued after they have secured their B.S. degree.
- (4) <u>B.S. Plus 24</u> Teachers will be placed on Column Three of the schedule if they secure twenty-four (24) semester hours of graduate work related to the high school curriculum or administration in courses approved in advance by the administration, provided such credit is accrued after they have secured their B.S. degree.
- (5)<u>MS</u> Teachers will be placed on Column Four of the schedule if they secure a M.S. degree related to the high school curriculum or administration in courses approved in advance by the administration.
- (6) M.S. Plus 16 Teachers will be placed in Column Five of the schedule if they secure sixteen (16) semester hours of graduate work related to the high school curriculum or administration in courses approved in advance by the administration, provided such credit is accrued after they have secured their M.S. degree. If the administration requests a certified staff member to take hours (graduate or undergraduate) prior to the earning of a master's degree, and outside the curriculum requirements of the degree, to meet instructional demands of OTHS, the hours will be applied to both post bachelor's degree salary placement and to post master's degree salary placement.
- (7) M.S. Plus 32 Teachers will be placed in Column Six of the schedule if they secure thirty-two (32) semester hours of graduate work related to the high school curriculum or administration in courses approved in advance by the administration, provided such credit is accrued after they have earned their M.S. degree. If the administration requests a certified staff member to take hours (graduate or undergraduate) prior to the earning of a master's degree, and outside the

curriculum requirements of the degree, to meet instructional demands of OTHS, the hours will be applied to both post bachelor's degree salary placement and to post master's degree salary placement.

- (8) PhD/EdD Teachers will be placed in Column seven of the schedule if they secure a PhD/EdD degree related to the high school curriculum or administration in courses approved in advance by the administration.
- (9) <u>Credit for Prior Experience</u> Credit for prior experience will be considered for the placement of new hires on the salary schedule.
- (10) <u>Military Credit</u> One (1) year of experience will be credited on the schedule to all who served six (6) months or more on active duty in the Armed Forces of the United States.

Licensed positions that require a master's degree and that degree requires 54 hours of work beyond the bachelor's degree, if the employee is serving in that position, shall be placed on the salary schedule at the M.S. Plus 16 column. Licensed positions include the following: School Social Work, School Counselor, School Psychologist, School Speech Language Pathologist.

(e) <u>Longevity</u> - For those who have reached the top of the schedule in their classification, and have taught in District 203 for at least ten (10) years or the full-time equivalency (FTE) thereof, longevity will be paid pursuant to the following 4-year schedule:

Year 1 off schedule: \$1500 for remainder of service Year 2 off schedule: \$1500 for remainder of service Year 3 off schedule: \$1500 for remainder of service Year 4 off schedule: \$1500 for remainder of service (see

Article VIII(e)(1) for additional clarification)

- (f) <u>Extracurricular Responsibility</u> All teachers are expected to assume a reasonable amount of extracurricular responsibility as assigned by the administration.
- (g) <u>Withholding of Increment</u> It shall be the prerogative of the Board of Education to withhold any increment for unsatisfactory work. Such holding on step shall be taken only upon specific determination by the Board that the teacher's performance during the previous school year was unacceptable. The teacher shall be given notice by the Superintendent of his intention to make a recommendation to hold on step, together with his reasons thereof, at least ten (10) working days prior to Board action. The teacher may appear before the Board at a closed meeting to discuss this recommendation.
- (h) Pay Dates and Terms Teachers shall be paid on the 5th and the 19th of each month. Teachers shall be paid over 24 pays beginning on September 5th and ending on August 19th. If the pay date falls on a holiday or weekend, the previous business day will be used. Teachers shall enroll in the District's "Direct Deposit" program.

All voluntary deductions, including but not limited to, annuity payments, insurance premium payments, child support payments, United Way donations, and Union dues will have 50% deducted from each of the two monthly pay checks. Non-customary payments to teachers, including but not limited to substitute pay, drivers' education payments, and extra duty payments will be paid pursuant to the payroll calendar and timesheet submission dates.

If a non-customary payment is inadvertently missed during the pay schedule above, teachers should immediately notify the Business Office. The payment will be made on the next regularly scheduled pay.

- (i) <u>Severance Payment</u> Those teachers providing their notice to retire during the term of this contract, who have taught full-time in the District for at least ten (10) years or the full-time equivalency (FTE) thereof, shall be eligible for the following option:
 - (1) Teachers must notify the Superintendent or Board of Education and provide an irrevocable letter of intent to retire in writing up to four (4) years prior to the year that will be the last of service. The annual deadline for submission of an irrevocable letter of intent is August 25th. After the Board's acceptance of the notice of the Teacher's irrevocable intent to retire, the following will apply:
 - (a) A Teacher who provides an irrevocable letter of intent to retire one year prior to retirement shall have his or her pay for each duty the teacher continues increased by 5.8% more than the teacher's credible earnings for that duty reported during the prior year.
 - (b) A Teacher who provides an irrevocable letter of intent to retire two years prior to retirement shall have his or her pay for each duty the teacher continues increased by 5.8% more than the teacher's credible earnings for that duty reported during the prior year for a two year period prior to retirement.
 - (c) A Teacher who provides an irrevocable letter of intent to retire three years prior to retirement shall have his or her pay for each duty the teacher continues increased by 5.8% more than the teacher's credible earnings for that duty reported during the prior year for a three year period prior to retirement.
 - (d) A Teacher who provides an irrevocable letter of intent to retire four years prior to retirement shall have his or her pay for each duty the teacher continues increased by 5.8% more than the teacher's credible earnings for that duty reported during the prior year for a four year period prior to retirement.
 - (2) The final year of this plan must be the contract/fiscal year in which the employee retires.
 - (3) To be eligible for this benefit, on the effective date of the teacher's retirement there shall be no financial and/or actuarial penalty to the District from TRS.

The Teachers who submitted an irrevocable letter of retirement under the contract that expired on August 31, 2023, which allowed six years notice and provided 3% increases each year over the notice period, shall have their retirement benefit recalculated. The District shall calculate the cost difference between the FY18-FY23 CBA severance calculation and the severance calculation had the employee remained on the salary schedule and retired on his/her retirement date under the FY24-FY26 CBA. The Teacher will be paid the difference to the employee over the Teacher's years remaining in the District. In the event the difference between the two benefits causes the Teacher to exceed a 6% increase in any given year, the amount over 6% shall be paid to the employee 60 calendar days after the Teacher's retirement as a post-retirement lump sum. The post-retirement lump sum payment will not be treated as TRS creditable earnings. In order to receive the severance recalculation, Teachers who submitted an irrevocable letter of intent to retire under the FY18-FY23 CBA must retire on the retirement date indicated in their original letter of intent.

(j) Pay While on Jury Duty - In the event that a teacher receives a notice for jury duty and reports for such duty, the Board shall pay the individual the difference between his/her normal wage and the wages he/she receives for said jury duty. It shall be the obligation of the person serving on jury duty to submit to the Business Office written evidence of payments made to him/her for such service immediately upon receipt of such payment.

- (k) <u>Unauthorized Absence</u> Any teacher who is absent without obtaining authorized leave shall have his/her salary deducted by using the formula of days absent divided by days contracted, times annual salary.
- (1) Pay for Supplemental Duties It shall be the prerogative of the Board of Education to pay for additional duties or services, some of which are listed in "Appendix B", "Appendix C" or "Appendix D".
- (m) <u>NBTC</u> Teachers who formally enter the National Board Teacher Certification Program will be eligible to receive the following incentives from the Board of Education:
 - (1) Two professional leave days for use during enrollment in the program. Leave cannot be used the day before or the day after a holiday unless granted by both the Principal and Superintendent.
 - (2) An additional stipend of \$1,500 each year for a maximum period of ten (10) years commencing the first full school year following the teacher's certification by the National Board so long as the teacher maintains active certification. The stipend will be paid in a lump sum upon the official notification of completion of all the requirements for certification. Those seeking recertification after the initial ten (10) years shall be reimbursed applicable fees and will continue to receive the stipend so long as the teacher maintains active certification.
 - (3) Teachers planning to seek National Board Certification shall first apply for the "Illinois National Board Certification Candidate Fee Subsidy". Teachers applying for the NBPTS application fee shall pay \$300 with the School Board paying the remaining balance after the "Illinois National Board Certification Candidate Fee Subsidy". In the event that the teacher does not receive the "Illinois National Board Certification Candidate Fee Subsidy", the Board shall pay the NBPTS application fee minus the \$300 provided by the teacher applicant for up to ten (10) applicants. If there are more than ten (10) applicants, selection will be based upon seniority.
- (n) Teachers Teaching Approved Independent Study Courses, Dual Credit and/or Advanced Placement (AP) Courses Teachers of approved independent study courses, dual credit courses and/or AP courses will receive a stipend for the extra duties that result from teaching the approved independent study course, dual credit, course and/or AP class. The stipend amount is \$75 per class section with students enrolled for approved independent study courses, dual credit courses, and/or AP courses. If a section qualifies as both dual credit and AP, the teacher will receive \$150 (\$75 for dual credit and \$75 for AP).

ARTICLE IX FRINGE BENEFITS

- (a) <u>Eligibility for Benefits</u> To be eligible for benefits under this Article, a teacher must be employed at least 0.75 FTE.
- Health Insurance The Board of Education shall pay 80% of total health coverage costs (currently HRA + insurance company premium) for individual coverage under the hospitalization plan. In 2023-2024, the board shall pay 75% of the total health coverage costs (currently HRA + insurance company premium) for family coverage under the hospitalization plan. In 2024-2025, the board shall pay 70% of the total health coverage costs (currently HRA + insurance company premium) for family coverage under the hospitalization plan. In 2025-2026, the board shall pay 65% of the total health coverage costs (currently HRA + insurance company premium) for family coverage under the hospitalization plan. The Board of Education shall reimburse up to a total of one and one-half percent (1 ½ %) of the base salary per contract year toward any combination of dental/vision insurance for individual, individual + spouse, individual + children, or family. In no event shall the amount exceed one and one-half percent (1 ½ %) of the base salary during any contract year.

A majority of the Insurance Committee formed by the Board of Education will be made up of members from the Local 3939 units and shall meet each year at least one time prior to April 1 and as necessary thereafter. Prior notice of at least seven (7) days in advance of the annual meeting will be given.

Beginning with the 2023-2024 school year, the District may offer three levels of health insurance coverage for employee consideration.

- (c) <u>Life Insurance</u> The Board of Education shall provide a \$15,000 life insurance policy for each employee.
- (d) <u>Insurance Upon Retirement</u> Teachers retiring from O'Fallon Township High School following twenty (20) years of service to District 203 may remain in the group insurance plan. All premium costs for said insurance benefits shall be provided by the retired employee. No retired employee shall be allowed to participate in the group insurance plan past age 65 or at the earliest time at which a retired employee can buy into or otherwise be covered by Medicare. No retired teacher shall be extended the benefit of the group insurance provision of this contract should they be employed following retirement from District 203 in an organization that has health care insurance available for their employees. Teachers and their families shall have the opportunity for a temporary extension of health coverage as required by Public Law 99-272, Title X. (COBRA).
- (e) <u>Tuition Reimbursement</u> Subject to an annual maximum of \$25,000 of district cost per fiscal year, full-time teachers with at least four years of teaching experience may qualify for tuition reimbursement in graduate level coursework towards a degree program up to 9 credit hours per fiscal year per the SIUE current tuition rate (not inclusive of fees). Approved graduate coursework in non-degree seeking courses will be reimbursed in the amount of \$150 per credit hour with a \$1,200 per contractual year maximum if the following eligibility requirements and procedures are met:
 - (1) Coursework must be graduate level and demonstrate a benefit for OTHS as determined by the Superintendent;
 - (2) Coursework must be in the content area for which the teacher is employed or educational administration;
 - (3) Coursework must be approved in advance by the Superintendent;
 - (4) In order to qualify for the degree program reimbursement rate listed above, the teacher must start the degree program no later than the conclusion of their 12th year of creditable service in the Teacher Retirement System (TRS). The degree must be completed within six (6) years of the start of the program. The superintendent has the authority to extend this time period if there are extenuating circumstances. In order to receive reimbursement for non-degree seeking coursework, the teacher must complete the course no later than the conclusion of their 17th year of creditable service in the Teacher Retirement System;
 - (5) A grade receipt indicating an achieved grade of a C or better must be provided;
 - (6) The teacher must continue employment for five (5) years in the District after that school year in which they were paid tuition reimbursement. If a teacher voluntarily leaves the District before the end of this period, the District may seek a repayment of 20% of the total tuition reimbursement paid multiplied by the number of years early the teacher leaves after receiving the reimbursement(s). The District has the right to deduct any payback amount from the teacher's final paycheck(s);
 - EXAMPLE: Teacher was paid \$1,200 tuition reimbursement in 2023-2024, but then resigns at the end of 2025-2026. Since the teacher only worked 2 of the 5 years after the reimbursement was paid, the District may seek repayment of 60% of the \$1,200, which is \$720.
 - (7) A non-tenured teacher may start an approved program prior to attaining tenure but will only be able to seek reimbursement for classes taken the school year after reaching tenure status. All other eligibility provisions and procedures will apply;
 - (8) Annually the District, in its sole discretion, may create a "Needs List" with identified courses,

programs or areas of education desired to fill specific teaching positions. For those interested in seeking reimbursement for courses/programs on the "Needs List", the eligibility requirements pursuant to this section may be waived by the Superintendent. The Superintendent reserves the right to determine how many and which teacher(s) would receive reimbursement due to successfully completing a course, program or area of education included on the "Needs List."

ARTICLE X LEAVES

- (a) <u>Sick Leave</u> Sick leave may be taken as set forth in the School Code. The employee may also take sick leave for any person with whom the employee makes his or her actual home. In no event shall an employee be released from duty under these provisions for less than one-half of a class period of a school day for sick leave. All full-time teachers of School District No. 203 who are employed for nine (9) months shall receive sick leave with full pay based on the following plan:
 - (1) <u>Tier I</u>— Teachers with one (1) to ten (10) years of TRS creditable service shall receive sick leave with full pay at the rate of eleven (11) days per year.
 - (2) <u>Tier 2</u> Teachers with eleven (1 l) to twenty (20) years of TRS creditable service shall receive sick leave with full pay at the rate of twelve (12) days per year.
 - (3) <u>Tier 3</u>—Teachers with twenty-one (21) to twenty-four (24) or more years of TRS creditable service shall receive sick leave with full pay at the rate of thirteen (13) days per year.
 - (4) <u>Tier 4</u> Teachers with twenty-five (25) or more years of TRS creditable service shall receive sick leave with full pay at the rate of thirty (30) days per year.

At the beginning of the school year in which a teacher has accumulated a sick leave balance of 150 or greater days, the teacher will receive a one-time allotment of 30 additional sick days.

Part-time teachers will receive sick leave on a prorated basis at the appropriate tier. Full-time teachers who are employed for 12 months shall be granted sick leave pursuant to Tier 3 or, after completing twenty-five (25) or more years of TRS creditable service, pursuant to Tier 4.

All unused sick leave days shall accumulate to a maximum of 340 sick leave days; provided, however, that the teacher will receive his/her annual allotment of sick leave days on the first day of the school year even if such days cause the teacher to exceed the 340-day maximum accumulation limit and then such limit shall be applied at the end of the school year.

• EXAMPLE: A teacher eligible for Tier 4 who has 340 accumulated sick leave days at the end of the 2023-2024 school year shall be credited with an additional 30 sick leave days at the start of the 2024-2025 school year bringing the total sick leave days available to 370. Teacher then uses 5 sick leave days during the 2024-2025 school year reducing the days available to 365. Once the 2024-2025 school year ends, the District will apply the 340-day maximum accumulation limit leaving the teacher with 340 accumulated days until he or she reports to work for the 2025-2026 school year at which time they will be credited with another 30 sick leave days.

At the beginning of each school year, the administration shall inform all teachers of their status relative to used and accumulated sick leave days as of the first day of school of the current year.

A sick leave bank will be established allowing an employee who has exhausted his/her sick leave due

to an extended illness to borrow on his/her next year's sick leave up to ten (10) days without deduction from the current year's pay. If said employee shall terminate his/her employment before the sick leave extension has been repaid, the over-payment shall be deducted from his/her salary prior to the issuance of his/her final check.

Additional sick leave can be accrued in the following ways:

- (1) Teachers who substitute during their unassigned teaching time may elect to receive 1 hour of sick time in lieu of substitute pay. For example, if the teacher subs for 1 hour, he or she would receive 1 hour of sick time.
- (2) Teachers who provide behind the wheel instruction may elect to receive 1 hour of sick time in lieu of pay. For example, if the teacher provides behind the wheel instruction for 1 hour, he or she would receive 1 hour of sick time.

Sick time received in lieu of pay cannot be used toward TRS service credit.

- (b) <u>Personal Leave</u> When necessary, full-time teachers shall be granted personal leave. Personal needs shall be interpreted to mean urgent personal business. In general, this leave may be defined as such over which a person has no control, or the person's presence is of special significance. Guidelines for utilization are:
 - (1) The teacher has no control over setting the date.
 - (2) Presence of the teacher is required.
 - (3) Absence would not be covered under sick leave.
 - (4) A maximum of two (2) days may be granted each year. Days do not accumulate. If no days are used, three (3) days will be added to the teacher's sick leave at the start of the following year. If only one (1) day is used, one (1) day will be added to teacher's sick leave at the start of the following year.
 - (5) Leave cannot be used the day before or the day after a holiday, unless granted by both the principal and the superintendent.
 - (6) In no event shall a teacher be released from duty under these provisions for less than one-half of a class period or one advisory period of a school day for personal leave.
 - (7) Part-time teachers shall be granted personal leave on a prorated basis.
- (c) Other Leaves of Absence Teachers on contractual continued service may apply for a leave of absence without pay for reasons other than those contained in this Agreement. Applications shall be addressed to the Board of Education. A teacher on any type of leave of absence shall notify the Board in writing prior to March 1 whether or not he or she intends to return to the District the following school term.

All benefits available to a teacher under this Agreement shall be suspended during a leave of absence without pay. The teacher may continue participation in the District insurance program for employees, provided the teacher agrees to pay all premium costs during the leave period.

The contractual continued service status of a teacher shall not be affected by a leave of absence without pay as provided in this Agreement, but time served on said leave shall not count for experience purposes on the teacher's schedule.

(d) <u>Funeral Leave</u> - Any teacher of School District No. 203 may be excused for whatever number days necessary for the funeral of anyone of his or her immediate family. Three (3) days of paid funeral leave shall be granted for the funeral/death of anyone in the employee's immediate family. Any days in excess of three (3) days, but not to exceed 12 days will be paid and charged to sick leave. If time off is needed beyond fifteen (15) days, the employee may take the time without pay. "Immediate Family" shall mean: mother, father, grandparents, grandchildren, sister, brother, husband, wife, or child, and mother, father, grandparents, grandchildren, sister, brother, of husband or wife of teacher; or any extension thereof. This further applies to any person with whom the teacher makes his or her actual home.

In case of the death of anyone of the immediate family of an employee of the School District, or a member of the Board of Education, a representative committee with no maximum number of members, and composed of those desiring to attend, may attend the funeral without loss of pay, and with time lost being deducted from the Emergency Leave granted by the Board of Education. Those wishing to attend the funeral of a close friend or relative not mentioned above may do so with the time lost being deducted from the teacher's personal leave.

- (e) <u>Hardship Leave</u> The Superintendent may grant up to ten (10) days leave per school year for personal or family hardship. The teacher must provide the Superintendent a written request, which includes evidence of the hardship. If granted, the first two days of the leave will be charged to any "Personal Leave" available at the time of the occurrence creating the hardship and the remaining days charged to any "Sick Leave" available at the time of the occurrence creating the hardship. The Superintendent's determination of whether or not a hardship exists that warrants a leave shall be final.
- (f) <u>Union Leave</u> When necessary, union officers and/or other union members with the approval of the union president and superintendent, shall be granted leave. Up to three (3) leave days may be used per year. Any unused days will not accumulate and the following year will begin with the original bank of three (3) days.

ARTICLE XI GRIEVANCE PROCEDURE

- (a) <u>Definition</u> A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of the Agreement.
- (b) <u>Statement of Basic Principles</u> Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual teacher from discussing a problem with the administration and having it adjusted without intervention or representation of the Federation.

A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

The failure of a teacher or the Federation 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 give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by written mutual agreement.

Any teacher has a right to be represented, and to be present, in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Federation deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness, or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.

In any instance where the Federation is not represented in the grievance procedure, the Federation will be notified of the final disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

Any final disposition of grievance alleged by the Federation to be in conflict with this Agreement shall be grievable by the Federation.

Hearings 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 entitled to be present, to attend, and will be held, insofar as possible, after regular school hours.

It is agreed that any investigation or other handling, or processing, of any grievance by the grieving teacher or Federation representatives, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

For the purpose of this article, "Working Days" shall be defined as days teachers are required to be present at school.

(c) **Procedures**

- (1) <u>First Step</u>: An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his immediate supervisor.
- (2) <u>Second Step</u>: If grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing with a member of the Federation's grievance committee.

The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within twenty (20) working days from the date of the occurrence of the of the event giving rise to the grievance. The committee's decision shall be communicated in writing to the teacher and the principal within fifteen (15) working days.

- (3) <u>Third Step</u>: In the event a grievance has not been resolved to the satisfaction of the aggrieved party at the second step, the aggrieved teacher shall file, within five (5) working days of the committee's written decision, or answer, at the second step, a copy of the grievance with the Principal. The Principal shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) working days.
- (4) Fourth Step: In the event a grievance has not been resolved to the satisfaction of the aggrieved party at the third step, the aggrieved teacher shall file, within five (5) working days of the Principal's written decision, or answer, at the third step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the Principal, and the Superintendent, or his/her designee, shall meet to discuss the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) working days of the fourth step grievance meeting and communicate it in writing to the teacher, the Principal, and the Federation.
- (5) <u>Fifth Step</u>: If the grievance is not resolved satisfactorily to the Federation within five (5) working days after Step No. 4 is completed, the Federation shall file a copy of the grievance with the Board, with grievance to be considered no later than the next regular meeting.

Within five (5) working days after consideration by the Board, the Board shall file its answer with the Federation. If the Board's answer does not satisfy the grievance, the Federation may

submit the grievance, in writing, to final and binding arbitration. The arbitration proceeding shall be conducted by an arbitrator to be mutually agreed upon by the two parties within seven (7) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the American Arbitration Association shall be requested to provide a list of arbitrators for selection. The decision of the arbitrator shall be binding on the parties.

Expenses for the arbitrator's services, and the expenses which are common to both parties to the arbitration, shall be borne equally by the Board and the Federation. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Federation, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE XII NEGOTIATION PROCEDURES

- (a) <u>General</u> The Board and the Federation agree to participate in good faith negotiations with the duly designated representatives of the Federation and the Board.
- (b) <u>Mutual Responsibility</u> Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, negotiation procedures, grievance procedures, and other matters the Federation and the Board have agreed to negotiate.
- (c) <u>Seek Tentative Agreement</u> The Board and the Federation agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and the Federation for ratification.
- (d) <u>Commencement of Negotiations</u> Negotiations shall begin no later than April 1, 2026, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.
- (e) Reduced to Writing At the end of each negotiation session, a mutually acceptable list of agreed upon items will be written, signed by representatives of both parties, and a copy will be provided to both committees for their records.
- (f) <u>Impasse Procedures</u> Impasse procedures shall be followed as outlined in the Illinois Educational Labor Relations Act.
- (g) <u>No Strike</u> The Federation agrees that it shall not, during the term of this Agreement, directly or indirectly, engage in or assist in a strike or any similar interruption of full and complete services to the Board and the students.

ARTICLE XIII REOPENING OF NEGOTIATIONS

(a) <u>New Legislation Reopener</u> - Notwithstanding any provision to the contrary in this Agreement, the parties agree to reopen negotiations of this Agreement, upon the written request of either party, provided

such request is premised on the enactment legislation that imposes a financial hardship on either the Board or the Federation. In the unlikely event that the parties are unable to reach an agreement, the parties each reserve their procedural and substantive rights under the *Illinois Educational Labor Relations Act*.

ARTICLE XIV EFFECT OF AGREEMENT

- (a) <u>Complete Understanding/Amendment</u> The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
- (b) <u>Board Policies</u> This Agreement and any subsequent changes shall be incorporated into the Board Policies of School District No. 203, of the State of Illinois, and shall be a part of the said policies during the duration of this Agreement.
- (c) <u>Individual Contracts</u> Individual contracts shall not be inconsistent with the terms and conditions of this Agreement.
- (d) <u>Severability</u> Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.
- (e) <u>Effective Date/Term</u> This Agreement shall be effective from the date of execution and shall continue in effect until August 31, 2026. This Agreement shall expire on the date indicated at the hour of 12:00 P.M.

The parties agree to enter into good faith negotiations over the sole topic of recertification upon final issuance of the rules and regulations governing the process by the Illinois State Board of Education.

This Agreement is signed the 8th day of December, 2023

For the O'Fallon Federation

Mimsell

Of Teachers:

For the Board of Education

O'Fallon Township High School District 203

Secretary

APPENDIX A - SALARY SCHEDULE 2023-2024

Amounts Represent Base Salary. TRS benefit is paid in addition to base salary.

STEP	BS	BS+16	BS+24	MS	MS+16	MS+32	PHD/EDD
A	45,000.00	46,350.00	47,740.50	49,650.12	51,139.62	52,673.81	54,254.03
В	46,125.00	47,508.75	48,934.01	50,891.37	52,418.11	53,990.66	55,610.38
С	47,278.13	48,696.47	50,157.36	52,163.66	53,728.57	55,340.42	57,000.64
D	48,460.08	49,913.88	51,411.30	53,467.75	55,071.78	56,723.93	58,425.65
E	49,671.58	51,161.73	52,696.58	54,804.44	56,448.58	58,142.03	59,886.29
F	50,913.37	52,440.77	54,013.99	56,174.55	57,859.79	59,595.58	61,383.45
G	52,186.20	53,751.79	55,364.34	57,578.92	59,306.28	61,085.47	62,918.04
Н	53,490.86	55,095.58	56,748.45	59,018.39	60,788.94	62,612.61	64,490.99
I	54,828.13	56,472.97	58,167.16	60,493.85	62,308.67	64,177.93	66,103.26
J	56,198.83	57,884.80	59,621.34	62,006.20	63,866.38	65,782.37	67,755.84
K	57,603.80	59,331.92	61,111.88	63,556.35	65,463.04	67,426.93	69,449.74
L	59,043.90	60,815.22	62,639.67	65,145.26	67,099.62	69,112.61	71,185.98
M	60,520.00	62,335.60	64,205.66	66,773.89	68,777.11	70,840.42	72,965.63
N	62,033.00	63,893.99	65,810.81	68,443.24	70,496.54	72,611.43	74,789.78
О	63,583.82	65,491.34	67,456.08	70,154.32	72,258.95	74,426.72	76,659.52
P	38000	67,128.62	69,142.48	71,908.18	74,065.42	76,287.39	78,576.01
Q	77,748	68,806.84	70,871.04	73,705.88	75,917.06	78,194.57	80,540.41
R	200	r decembra	2000	75,548.53	77,814.99	80,149.43	82,553.92
S	Probles	. Linkstock	Section 1	77,437.24	79,760.36	82,153.17	84,617.77
Т	101 m/5	domestic 200	į	79,373.17	81,754.37	84,207.00	86,733.21
U	E STATE OF THE STA	2	1	81,357.50	83,798.23	86,312.17	88,901.54
V	Beddesie			83,391.44	85,893.18	88,469.98	91,124.08
W	ESECUCION DE LA COMPANSION DE LA COMPANS		gy onde		SERVICE SERVIC	90,681.73	93,402.18

APPENDIX A - SALARY SCHEDULE 2024-2025 Amounts Represent Base Salary. TRS benefit is paid in addition to base salary.

		BS+16	BS+24	MS	MS+16	MS+32	PHD/EDD
A	46,000.00	47,380.00	48,801.40	50,753.46	52,276.06	53,844.34	55,459.67
В	47,150.00	48,564.50	50,021.44	52,022.29	53,582.96	55,190.45	56,846.16
С	48,328.75	49,778.61	51,271.97	53,322.85	54,922.54	56,570.21	58,267.32
D	49,536.97	51,023.08	52,553.77	54,655.92	56,295.60	57,984.47	59,724.00
E	50,775.39	52,298.65	53,867.61	56,022.32	57,702.99	59,434.08	61,217.10
F	52,044.78	53,606.12	55,214.30	57,422.88	59,145.56	60,919.93	62,747.53
G	53,345.90	54,946.27	56,594.66	58,858.45	60,624.20	62,442.93	64,316.22
н	54,679.54	56,319.93	58,009.53	60,329.91	62,139.81	64,004.00	65,924.12
I	56,046.53	57,727.93	59,459.77	61,838.16	63,693.30	65,604.10	67,572.22
J	57,447.70	59,171.13	60,946.26	63,384.11	65,285.64	67,244.20	69,261.53
K	58,883.89	60,650.41	62,469.92	64,968.71	66,917.78	68,925.31	70,993.07
L	60,355.99	62,166.67	64,031.67	66,592.93	68,590.72	70,648.44	72,767.90
M	61,864.89	63,720.83	65,632.46	68,257.76	70,305.49	72,414.65	74,587.09
N	63,411.51	65,313.85	67,273.27	69,964.20	72,063.13	74,225.02	76,451.77
0	64,996.80	66,946.70	68,955.10	71,713.30	73,864.70	76,080.64	78,363.06
P	1	68,620.37	70,678.98	73,506.14	75,711.32	77,982.66	80,322.14
Q	Projection	70,335.88	72,445.95	75,343.79	77,604.10	79,932.23	82,330.19
R	Spin Company	Property	Specific	77,227.39	79,544.21	81,930.53	84,388.45
S		Division in the second		79,158.07	81,532.81	83,978.80	86,498.16
T	1	. Section .	·	81,137.02	83,571.13	86,078.27	88,660.61
U	To the state of th	2	W. Company	83,165.45	85,660.41	88,230.22	90,877.13
v		1	9	85,244.58	87,801.92	90,435.98	93,149.06
w		1	1	03,444.30	07,001.92	92,696.88	95,477.78

APPENDIX A - SALARY SCHEDULE 2025-2026

Amounts Represent Base Salary. TRS benefit is paid in addition to base salary.

STEP	BS	BS+16	BS+24	MS	MS+16	MS+32	PHD/EDD
A	47,000.00	48,410.00	49,862.30	51,856.79	53,412.50	55,014.87	56,665.32
В	48,175.00	49,620.25	51,108.86	53,153.21	54,747.81	56,390.24	58,081.95
C	49,379.38	50,860.76	52,386.58	54,482.04	56,116.50	57,800.00	59,534.00
D	50,613.86	52,132.28	53,696.24	55,844.09	57,519.42	59,245.00	61,022.35
E	51,879.21	53,435.58	55,038.65	57,240.20	58,957.40	60,726.12	62,547.91
F	53,176.19	54,771.47	56,414.62	58,671.20	60,431.34	62,244.28	64,111.60
G	54,505.59	56,140.76	57,824.98	60,137.98	61,942.12	63,800.38	65,714.39
Н	55,868.23	57,544.28	59,270.61	61,641.43	63,490.67	65,395.39	67,357.25
I	57,264.94	58,982.88	60,752.37	63,182.47	65,077.94	67,030.28	69,041.19
J	58,696.56	60,457.46	62,271.18	64,762.03	66,704.89	68,706.03	70,767.22
K	60,163.97	61,968.89	63,827.96	66,381.08	68,372.51	70,423.69	72,536.40
L	61,668.07	63,518.12	65,423.66	68,040.60	70,081.82	72,184.28	74,349.81
M	63,209.77	65,106.07	67,059.25	69,741.62	71,833.87	73,988.88	76,208.55
N	64,790.02	66,733.72	68,735.73	71,485.16	73,629.72	75,838.61	78,113.77
0	66,409.77	68,402.06	70,454.12	73,272.29	75,470.46	77,734.57	80,066.61
P		70,112.11	72,215.48	75,104.10	77,357.22	79,677.94	82,068.27
Q	8	71,864.92	74,020.86	76,981.70	79,291.15	81,669.88	84,119.98
R	7	12	grossilla.	78,906.24	81,273.43	83,711.63	86,222.98
S	The state of the s	1-979		80,878.90	83,305.26	85,804.42	88,378.56
T		3	STORES	82,900.87	85,387.90	87,949.53	90,588.02
U	STARREST!	1	Protein	84,973.39	87,522.59	90,148.27	92,852.72
V	15cmple	76		87,097.73	89,710.66	92,401.98	95,174.04
W	27 197502	No.	No.	3	79.00	94,712.03	97,553.39

APPENDIX B EXTRACURRICULAR PAY ATHLETICS

Pre-season summer contact days are strictly voluntary for all coaches.

<u>(a)</u>

Assistant Athletic Director (at asst. coach rate, + one release period and advisory release.)

Baseball

Basketball - Boys

Basketball - Girls

Cheerleading

Dance - Golden Girls

Football

Soccer - Boys

Soccer - Girls

Softball

Track - Boys

Track - Girls

Pay Schedule

<u>Step</u>	% Base - Head Coach	% Base - Assistant Coach
1	14%	9%
2	15%	10%
3	16%	11%
4	17%	12%
5	18%	13%
6 – 10	19%	14%
11 - 15	20%	15%
16 - 20+	21%	16%

<u>(b)</u>

Bowling - Boys

Bowling - Girls

Cross Country - Boys

Cross Country - Girls

Golf - Boys

Golf - Girls

Lacrosse - Boys

Lacrosse - Girls

Swimming - Boys

Swimming - Girls

Tennis - Boys

Tennis - Girls

Volleyball - Boys

Volleyball - Girls

Wrestling

<u>Step</u>	<u>% Base – Head Coach</u>	% Base – Assistant Coach
1	12%	7%
2	13%	8%
3	14%	9%
4	15%	10%
5	16%	11%
6 – 10	17%	12%
11 - 15	18%	13%
16 - 20+	19%	14%

APPENDIX C EXTRACURRICULAR PAY ACADEMICS AND OTHER CLUBS AND ORGANIZATIONS

(a) Band Director

Pay Schedule

<u>Step</u>	<u>% Base</u>	
1	16%	
2	17%	
3	18%	
4	19%	
5+	20%	

<u>(b)</u>

Assistant Band Director
Drivers' Education Coordinator (+ advisory release)
Head Speech Coach
Head Vocal Director

Head Student Council Sponsor Yearbook Sponsor (+ one release period)

<u>Step</u>	<u>% Base</u>
1	8%
2	9%
3	10%
4	11%
5+	12%

(c)

Assistant Vocal Director Fall Play Director Spring Musical Director

<u>Step</u>	<u>% Base</u>
1	5%
2	6%
3	7%
4	8%
5+	9%

<u>(d)</u>

Assistant Speech Coach

<u>Step</u>	<u>% Base</u>
1	4%
2	5%
3	6%
4	7%
5+	8%

(e) Assistant Student Council Sponsor Prom Sponsor Show Choir/A Capella Director

Step	<u>% Base</u>
1	3%
2	4%
3	5%
4	6%
5+	7%

(f)
Academic Challenge Team Coach Academic
Scholar Bowl Coach
Assistant Broadcast Coordinator
Assistant Spring Musical Director
Assistant Fall Play Director
Broadcast Coordinator (+ one release period)
Chemistry Team
Fall Play Art Director
February Frolics Director
Future Business Leaders of America Team
Math Team Coach
Mock Trial Team Coach
Model UN Sponsor
Robotics Sponsor
Science Olympiad Coach
Spring Musical Art Director

,.	44
<u>Step</u>	% Base
1	3.0%
2	3.5%
3	4.0%
4	4.5%
5+	5.0%

(f) The following Club and Academic Team Sponsors shall receive a stipend of 2% of the base salary on Appendix A. Activity must involve a minimum of 20 hours of supervision. Note: A second sponsor can be added and receive a full stipend upon proof of substantial need and administrative approval.

Art Club

Bass Fishing Club

Blizzard

Camera Club

Chemistry Club

Chess Club

Class Sponsor

Content Creators Club

Co-Op Club

Culture Mix

Endeavors

FCA

First Priority

FOR Club

French Club

Future Educators and Leaders Club

German Club

Gold Rush Club

GSA

HANDS Club

Hispanic Students Association

History Club

Interact Club

Key Club

MLK Legacy

National Honor Society

Outdoor Club

Panther Connect

Skills USA

Spanish Club

Sports Psychology Club

Student Investment Club

Tabletop Gaming Club

Treat Yourself Club

Thespian Troupe

Ultimate Frisbee

Wellness Club

Activity must involve a minimum of 20 hours of supervision.

APPENDIX D OTHER SUPPLEMENTAL PAY

(a) <u>Per Hour Duties</u> – The following duties shall be reimbursed at the indicated rates per hour plus TRS, if TRS is allowable per TRS rules and regulations. Any TRS paid will be in accordance with Article VIII(c) of this agreement. TRS is paid when performed by a certified staff member.

Instructional duties will be paid at the rate of .08% of the base salary per hour

- (1) Homebound instruction (plus mileage pursuant to Appendix D, (1))
- (2) Behind the wheel drivers' education
- (3) Summer school teachers will be compensated for each hour of teaching, plus 2.5 hours of prep time per course.
- (4) Intramural director (maximum of five hours per sport)
- (5) Professional services above and beyond a teaching load as assigned by the administration, including, but not limited to, the following: substitute teaching, quality review, staff development, school improvement plan, computer training, professional development instructor/trainer, etc.

Non-Instructional duties: \$30 per hour

- (1) ACR Supervisor
- (2) Timers, announcers, and scorers
- (3) Ticket takers \$30 per game
- (4) Supervision duties above and beyond a teaching load. Including but not limited to: dance chaperones, fan bus supervision (time on bus), intramural supervision.
- (b) <u>Sixth class assignment</u> (teacher has the option to accept or reject the assignment) 10% of base salary on Appendix A per semester.
- (c) Supervisor study room (as extra duty) 4% of base salary on Appendix A per semester
- (d) <u>Department Chairperson</u> -1% of base salary on Appendix A per full-time teacher equivalents. The number of full-time teacher equivalents will be determined by calculating the number of teaching sections in the department per semester divided by five (5).
- (e) <u>Department Chairpersons who are certified as evaluators</u> will be eligible for release time based upon the number of full-time teacher equivalents (the number of teaching sections in the department per semester divided by five (5) as follows:

1-6 FTE = Advisory period release
7-12 FTE = One release period per semester
13 or more FTE = Two release periods per semester

Department Chairs with one release period will evaluate not more than five (5) teachers in any school year.

Department Chairs with two release periods will evaluate not more than seven (7) teachers in any school year.

(f) <u>Guidance Counselors</u> – For the term of this contract, Guidance Counselors shall be compensated for an additional six (6) days beyond the defined school year at a daily per diem rate. Any days worked for summer registration and/or campus walk-through days will be included in the six (6) days. Summer workdays must be scheduled prior to the end of the school year. Summer workdays must be coordinated with and approved by the Principal in advance. Any additional days must be approved by the Principal on an as-needed basis in advance. If approved, the additional days will be compensated at a daily per diem rate.

- (g) <u>Director of Guidance</u> For the term of this contract, the Director of Guidance shall be compensated for an additional twenty days (beyond the defined school year) at a daily per diem rate. Days worked for summer registration will be included in the twenty (20) days. Days worked must be coordinated with and approved by the Principal and scheduled prior to the end of the school year. Any additional days must be approved by the Principal on an as needed basis in advance. If approved, the additional days will be compensated at a daily per diem rate.
- (h) Southwestern Illinois CTE System Director The Southwestern Illinois CTE System Director shall be compensated per the salary schedule in Appendix A for a 180-day contract per 1.0 FTE (or prorated for any part-time assignment.) FTE needs for this position will be determined by the Board of Directors of the Southwestern Illinois CTE System. In addition, a minimum stipend of 1.0% of the Base Salary on Appendix A will be paid per each high school represented in the Southwestern Illinois CTE System. Increases, if any, to this stipend will be determined by the Board of the Southwestern Illinois CTE System on an annual basis. The 180-day contract may or may not align with the OTHS school calendar. Should the position require additional days to be worked beyond the 180 contractual days, the Southwestern Illinois CTE System Director shall be compensated for the extra days at a daily per diem rate. Any extra days worked must be approved in advance by the Southwestern Illinois CTE System Board. (Note: This position is funded by the Southwestern Illinois CTE System #460.)
- (i) Assessment Coordinator The Assessment Coordinator shall be compensated per the salary schedule in Appendix A for a 180-day contract per 1.0 FTE (or prorated for any part-time assignment.) In addition, a stipend of 3.0% of the Base Salary on Appendix A will be paid. The 180-day contract may or may not align with the OTHS school calendar. Should the position require additional days to be worked beyond the 180 contractual days, the Coordinator of Assessment shall be compensated for the extra days at a daily per diem rate. Any extra days worked must be approved in advance by the Administration.
- (j) <u>Psychology Services Coordinator</u>—The Psychology Services Coordinator shall be compensated per the salary schedule in Appendix A for a 180-day contract per 1.0 FTE (or prorated for any part-time assignment.) In addition, the coordinator shall be compensated for a sixth-class assignment as outlined in Appendix D(b) for each school year and an additional stipend of 5% of the base salary in Appendix A.
- (k) <u>Directors of Graduation and Honors Night Coordinators</u>— Guidance counselors shall serve as Directors of Graduation and Honors Night Coordinators. Each guidance counselor will receive 1% of the base for fulfilling the duties.
- (1) Mileage (when school vehicle is not available) Current IRS rate as of the first day of school
- (m) Advisory Coordinator 2% of base salary on Appendix A
- (n) Meal Reimbursement for Employees \$30 full day / \$15 partial day
- (o) Seal of Biliteracy Coordinator 2% of base salary on Appendix A
- (p) <u>Website/Social Media Coordinator</u> The OTHS Website/Social Media Coordinator shall be compensated at the rate of \$260 per week for 52 weeks plus two release periods during the school year.
- (q) Math Assistance Center One half (1/2) of the Sixth Class Assignment stipend in Appendix D(b).

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Board of Education of O'Fallon Township High School District No. 203 ("the Board), the O'Fallon Federation of Teachers Local 3939, IFT/AFT ("OFT"), and Jennifer Lara, District IMC Coordinator ("Lara"), in settlement of the grievance filed by the OFT and Lara regarding the grievance filed on Lara's behalf on February 1, 2024 ("the Grievance"). The Parties agree to the following:

- 1. Lara as Department Chair of the IMC: The Parties agree that a dispute exists regarding whether Lara was a paid Department Chair when she was hired. Nonetheless, the Parties agree that Lara has provided leadership in the IMC and that there is value in assigning a department chair to the IMC going forward. Accordingly, Lara will be named the IMC Department Chair effective the beginning of the 2023-2024 school year, and will be compensated as such per the Collective Bargaining Agreement. The first payment will be made on the next regular payroll following the effective date of this MOU and will include backpay to the start of the 2023-2024 School Year. Lara shall serve as IMC Department Chair for the 2024-2025 school year and shall be subject to reappointment as prescribed by the Collective Bargaining Agreement between the Parties and Board Policy. The Board continues to reserve the right to appoint or reappoint department chairs or to eliminate department chair positions in the future.
- 2. Department Chair Certification: The Parties agree that the Teacher Leader or Administrative Professional Educator's License ("PEL") are required for department chairs employed by the Board. This requirement supports a department chair's departmental leadership responsibilities and, along with the PERA evaluation certification, allows the department chair to serve as an evaluator of other certified and noncertified staff members. In light of the dispute over Lara's assignment as Department Chair, the Parties agree that Lara may serve as department chair with only the necessary certification under PERA to evaluate certified and noncertified staff and without obtaining the otherwise required endorsement to her Professional Educator's License. Lara must obtain this certification prior to the start of the 2024-2025 School Year. She will not be required to obtain the required PEL endorsement as long as she is appointed as IMC Department Chair.
- 3. <u>Grievance Withdrawal</u>: Lara and the OFT agree with withdraw the Grievance with prejudice effective of the date of this Memorandum of Understanding.
- 4. <u>Waiver of Claims</u>: In consideration of the promises and payments contained herein, Lara, on behalf of herself and her agents, representatives, attorneys, assigns, heirs, executors, and administrators, and the OFT, its members, agents, officials, officers, insurers and/or attorneys fully release any and all claims, debts, dues, demands, liens, obligations, fees (including attorneys' fees), actions, or

causes of action, of every kind or nature, at law or in equity, that they may now have or claim to have or that may hereinafter accrue, whether known or unknown, anticipated or unanticipated, against the Board, and all of its members, agents and employees, by reason of any act done or omitted to be done arising out of the allegations set forth in the Grievance. This release specifically includes, but is not limited to, rights or claims arising under the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., the Americans with Disabilities Act of 1990, 42 U.S.C. Sec. 12101 et seq., as amended, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Sec. 794(a), Title VII of the Civil Rights Act of 1991, 42 U.S.C. 2000e et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. 2601, et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. Sec. 621 et seq., the Illinois and United States Constitutions, and any other federal, state, county, or local statute, law, ordinance, regulation, or order.

- 5. <u>Non-Precedential</u>: The assignment of Lara as Department Chair with less qualification than other department chairs is non-precedential and shall not be used in the future as past practice or considered an established right for bargaining unit members.
- 6. <u>Effective Date</u>: This Memorandum of Understanding is effective upon the date of the latest signature noted below.

AGREED TO BY:

The Board of Education of O'Fallon Federation of O'Fallon Township High School District No. 203

BY: Mark 27

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF EDUCATION O'FALLON TOWNSHIP HIGH SCHOOL DISTRICT 203

And

O'FALLON FEDERATION OF TEACHERS LOCAL 3939

The Board of Education, O'Fallon Township High School District No. 203 ("Board" or "District") and the O'Fallon Federation of Teachers Local 3939 ("Federation") (collectively "the Parties") agree to the following Memorandum of Understanding:

WHEREAS, the Federation is the exclusive negotiating representative for all licensed teaching personnel, except for the Superintendent, the Assistant Superintendent, the Financial Administrator, the Principal, the Vice/Assistant Principals, the Athletic Director, the Director of Special Services, and any other positions that are considered supervisory, managerial, and/or confidential as defined by the Illinois Educational Labor Relations Act, and

WHEREAS, the Parties are subject to a Collective Bargaining Agreement (the "Agreement") dated 2023-2026, and

WHEREAS, during the 2024-2025 school year, an OTHS Art teacher resigned, creating a vacancy.

WHEREAS, the teacher that resigned was assigned to teach three sections of 3D Modeling, Ceramics, and Art I.

WHEREAS, to date, the District has been unsuccessful in filling the vacancy.

WHEREAS, in the interim, current art teacher, Ben Brooks, accepted an overload assignment to teach one section of 3D Modeling, with a long-term substitute teacher covering the remaining sections of the course.

- **WHEREAS**, the District intends to have Mr. Brooks video record his 3D Modeling lessons and provide the video to assist the long-term substitute teacher.
- **WHEREAS**, the District further intends to pay art teachers the hourly rate for instructional duties defined in Appendix D of the Agreement for time spent grading other sections of the 3D Modeling course and/or otherwise providing instructional support to the long-term substitute teacher.
- **WHEREAS**, the Parties mutually recognize that this arrangement is intended to address the specific need of filling the vacancy described above, and is not intended to be precedent setting.
- **NOW, THEREFORE,** in consideration of the foregoing, and in consideration of the mutual covenants and undertakings set forth in this MOU, the Parties agree as follows:
 - 1. Mr. Brooks shall video record his 3D Modeling lessons and provide the video to assist the long-term substitute teacher.

- 2. The District shall pay art teachers the hourly rate for instructional duties defined in Appendix D of the Agreement for time spent grading other sections of the 3D Modeling course and/or otherwise providing instructional support to the long-term substitute teacher.
- 3. No Value as Precedent. This MOU is made and entered into for the purposes of addressing only the specific issues addressed herein, namely filling the vacancy described above. The Parties agree that this MOU shall not be used or referred to as a binding precedent in any future instance, and the Parties further agree that any future matter, instance, or circumstances regarding the Agreement will be addressed on its own merits, without any particular reliance upon, or consideration of, the terms of this MOU.
- 4. **No Admission of Liability.** The Parties agree that nothing in this MOU shall be construed as an admission by or against any of them of any breach, liability, wrongdoing or violation of the Agreement, or of any applicable law or rule, and that nothing in this MOU shall be so construed against any party, by any other person or entity.
- 5. Entire Agreement; Modification and Amendment. This MOU contains the entire understanding and agreement between the Parties on these issues and supersedes all prior written or oral understandings between the parties or their representatives as to the matters addressed above. This MOU may be modified or amended only by an instrument in writing duly executed and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this MOU on this $\frac{1}{1}$ day of November 2024.

For the Board of Education O'Fallon Township High School District No. 203

For the O'Fallon Federation of Teachers Local 3939

Date: ///14/24

Data

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Board of Education of O'Fallon Township High School District No. 203 ("Board of Education") and the O'Fallon Federation of Teachers ("OFT") regarding the Board of Education's need to outsource speech language pathology services for the 2024-2025 School Year.

- 1. The Parties agree that the Board of Education has been unable to hire speech language pathologists to fill necessary vacancies in the School District.
- 2. For the remainder of the 2024-2025 School Year, the Parties agree that the Board of Education may contract with outside services of speech language pathologists in order to fulfill their obligations to provide services to students.
- 3. The vacancies for speech language pathologists shall remain open on the School District's website for the duration of time that the Board of Education contracts with outside services. In addition to keeping the position open of the website, recruitment efforts will also include listing the vacancy with the St. Clair County Regional Office of Education, local colleges and universities, and online employment sites (i.e. Indeed, SAFB Job Bank, IASA Job Bank, etc.)
- 4. In the event that the School District cannot fill the vacancies prior to the 2025-2026 School Year, the Board of Education will engage the OFT to discuss and collaborate in order to address the vacancies prior to any decision to contract for services.
- 5. This Agreement shall expire on June 30, 2025.

Agreed to by:

On behalf of the Board of

Education of O'Fallon Township

High School District No. 203

Data

On behalf of the O'Fallon Federation of Teachers

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is between the Board of Education of O'Fallon Township High School District No. 203 ("Board of Education") and the O'Fallon Federation of Teachers ("OFT") regarding the Family Bereavement Leave Act ("FBLA") (820 ILCS 154, which provides paid and unpaid leave for employees to attend funerals or in the instance of pregnancy, adoption, and surrogacy.

- 1. The FBLA expands the reasons unpaid leave time may be used under the Family Medical Leave Act by providing for a maximum of 2 weeks of unpaid leave time in the event of:
 - a. The death of a covered family member;
 - b. A stillbirth:
 - c. A miscarriage;
 - d. An unsuccessful reproductive procedure;
 - e. A failed adoption match or an adoption that is not finalized because it is contested;
 - f. A failed surrogacy agreement; or
 - g. A diagnosis that negatively impacts pregnancy or fertility.
- 2. In the event an employee experiences more than one covered event in a 12-month period, they may use up to six weeks of leave.
- 3. Employees are eligible for FBLA leave if they work at least 1,250 hours within the prior 12-month period.
- 4. FBLA leave runs concurrently with FMLA leave and, in no event, shall cause the employee to exceed their allotment of FMLA leave.
- 5. FBLA leave time must be completed within 60 days of the date that the employee receives notice of the covered event.
- 6. Employees should give 48 hours notice of the need for leave, unless such notice is not reasonable or practicable.
- 7. Employees must provide documentation of the need for leave.

Agreed to by:

On behalf of the Board of

Education of O'Fallon Township

High School District No. 203

Date

On behalf of the O'Fallon

Federation of Teachers

Date