AGREEMENT

BETWEEN THE

DISTRICT 24 BOARD OF EDUCATION

MILLBURN COMMUNITY CONSOLIDATED SCHOOLS
LAKE COUNTY, ILLINOIS

AND THE

MILLBURN FEDERATION OF TEACHERS

LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

2026-2027
2027-2028

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ARTICLE I

RECOGNITION

1.1 Recognition

The Board of Education of Millburn Community Consolidated School District #24, Lake County, Illinois (hereafter referred to as the "Board") recognizes the Millburn Federation of Teachers, Lake County Federation of Teachers (hereafter referred to as the "Union"), as the sole and exclusive bargaining representative for all regularly employed full-time and part-time teachers and certificated staff, except for the Superintendent, Director of Special Services, Director of Technology, Business Manager, Principals, and any other managerial, supervisory, confidential and short-term employees as defined in the *Illinois Educational Labor Relations Act*.

1.2 Definitions

The term "employee(s)" when used hereafter in this Agreement shall refer to members of the bargaining unit as defined in Section 1.1 above.

1.3 Freedom to Join the Union

Employees shall have the right to join or not join the Union, and neither party shall discriminate against the employees for their decision.

ARTICLE II

MANAGEMENT RIGHTS

2.1 Management Rights

The Union recognizes that the Board is the elected body representing the residents of the District and is vested legally with responsibility for providing a sound educational program.

The Board retains the rights, authority, duties, and responsibilities legally conferred upon it, including but not limited to the following:

a. To the management, organization and administrative control of the District and its properties and facilities;

b. To direct the work of its teachers, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for service;

c. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such teachers.

d. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency and effectiveness of District operations.

e. To build, move or modify facilities; establish budget procedures and determine budgetary allocations.

The exercise of the foregoing rights and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, are limited only by this Agreement to the extent such terms are in conformance with Illinois law.

ARTICLE III

UNION AND EMPLOYEE RIGHTS

3.1 Pertinent Financial Information

The Board shall provide upon request to the Union all regularly and routinely prepared information concerning the financial statement, audit and treasurer's report. Posting of this information on the District's website shall constitute compliance with this obligation.

3.2 Board of Education Agenda, Minutes, and Policy

The Board shall post on the District's website, as required by law, the prepared agenda, including proposed policy updates with policy number and description, for all regular and special meetings of the Board prior to the meetings. The Board shall also post, as required by law, approved open session minutes of Board meetings. A copy of the Board Policy Manual shall also be available to the Union on the District's website.

3.3 Labor-Management Meetings

The Superintendent and Union agree to make themselves available to each other for meetings to discuss mutual concerns as the need arises.

3.4 Health and Safety Committee

The Board and the Union agree to establish a health and safety committee made up of equal representatives from the Union and Administration. The purpose of this committee is to discuss any health and safety related concerns that impact the working conditions of the teachers. This committee shall meet annually or upon mutual agreement should a concern arise.

3.5 Dues Deduction

1. The Board shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms under which he/she authorized the dues deductions, the Union will notify the employer.

2. The amount specified shall be prorated and deducted in equal amounts from each paycheck.

3. The Union shall indemnify and save harmless the Board and all of its agents and employees from any and all claims, demands, suits and costs resulting from any reasonable action taken or omitted by the Board or any of its agents or employees for the purpose of complying with the provisions of this Section.

3.6 COPE Deduction

Upon receipt of a voluntary authorization in writing by an employee, the Board shall deduct from the employee's salary the amount authorized by the employee for the Lake County

Federation of Teachers Committee on Political Education (COPE). Such deduction shall be made the last paycheck in October and forwarded to the Treasurer of the Union not more than fourteen (14) days after such deductions were made, and the amount deducted for each. The Union shall defend and hold the Board harmless for any action properly performed pursuant to this Section. Union dues and COPE deductions shall be mailed in separate checks.

3.7 Employee Personnel File

a. The Board shall maintain in the District a personnel file on each employee. An employee shall have the right to inspect this file during regular business hours, provided such inspection shall not interfere with the employee's regularly assigned duties and shall comply with the guidelines specified in Board Policy. Such inspection shall take place only in the presence of an administrator or administrative designee. Individual copies of any non-confidential material shall be given to the employee on request.

b. Without an employee's permission, no portion(s) of an employee's file shall be disclosed to third parties except as required by law or as shall be necessary in the performance of the Board's or Administration's duties.

c. An employee shall be given a copy of any document placed in his/her personnel file that is disciplinary in nature or may otherwise have a negative impact on the continuing employment of the teacher. The employee's receipt of a copy of such documents shall be acknowledged by the signature of the employee.

d. Employees shall have the right to attach written responses to documents placed in their personnel file. Such written responses must be filed within fifteen (15) working days of the date the document is placed in the personnel file.

e. All personnel files are kept in the District Office and include the following types of information:
   - Job application
   - Official transcripts of all course work completed
   - Health/physical forms
   - References
   - Dates of employment
   - Contracts
   - Valid certificate(s) for services performed
   - Supervisory evaluations
   - Promotions
   - Disciplinary actions
   - Awards received
   - Letters of resignation or retirement
   - Discharge
   - Any other information the Administration deems to be relevant to the employee's job and continued employment in the District

Additional information required to be kept for school employees shall also be maintained by the District (e.g., TRS records, payroll information, leaves of absence data).

3.8 Protection

As required under the *School Code* (105 ILCS 5/10-20.20), the Board shall indemnify and protect employees against civil rights damage claims and suits, constitutional rights damage

claims and suits, and death and bodily injury and property damage claims and suits, including the defense of such claims, when damages are sought for negligent or wrongful acts allegedly committed in the scope of employment or under the direction of the Board.

3.9 Complaints Against Employees

A complaint related to a specific employee that might lead to disciplinary action shall be made known to the employee promptly. The Principal (if requested) shall attempt to arrange and document a parent-employee or parent-employee-principal conference.

If the complaint is to become a matter of record, it must be reduced to writing by the complainant or the Administrator who investigates the complaint and a copy provided to the employee. The employee may attach a response to the record, including any other relevant information.

3.10 Discipline

No employee shall be suspended without pay without reasonable cause. Any employee charged with misconduct, neglect, or violation which may lead to his/her suspension with or without pay shall have the right to be represented by his/her Union representative in any meeting conducted by the Board or Administration with such employee regarding such charge. Prior to scheduling any such meeting or hearing, the employee will be given reasonable notice of the nature of the charge and informed of his/her right to be represented by his/her Union representative.

3.11 Communication

There shall be open lines of communication between the employees and the Administration. The Administrative Council shall meet monthly to discuss issues relating to curriculum, employee safety and welfare, and other pertinent issues. Representatives from the various curricular areas shall be selected from within the employee group to meet with the Administrators. The Administration may be the building Principal alone with representatives from that building, the building Principals and other Administrators, all administrators and representatives from either or both buildings, or any other mutually agreed upon combination. Issues brought to the representatives shall be discussed and recommendations made in the Administrative Council sessions. Any recommendations that emanate from the Administrative Council that are subjects of bargaining shall be subject to agreement between the Board and the Union. Council representatives, at least one (1) from the K 2 level, grades 3-5, and middle school, a representative from specials at each school (P.E., music, art, technology), AIM and from Special Education at each school, shall be selected by the employees to meet. The number of representatives shall not exceed ten (10) total.

3.12 Right to Address Employees

The Union President or designee shall have the right to briefly address the employees at the first Teacher Institute Day of the school year and shall have the right to address new employees at a mutually agreeable time.

3.13 Use of School Facilities and Equipment

1. The Union shall have the right to hold its membership meetings outside the normal employee workday on school property provided the Union completes the appropriate paperwork/process for reserving the room.

2. The Union shall have the right to use the District's employee mailboxes for official Union materials, provided that such use is reasonable, that the Board incurs no cost in the process of distribution, and a copy of the material is provided to the Superintendent or designee in advance of the distribution.

3. The Union shall have the right to post official Union announcements and publications on a designated bulletin board, provided a copy of the material is given to the Superintendent or designee in advance of the posting.

4. The Union shall have the right to use school copying equipment, if available, for official Union announcements. The Union shall pay for the reasonable cost of materials and supplies incidental to such use.

3.14 Employee Information

The Union President or designee shall have the right to request to know the placement on the salary schedule of new employees.

The names, mailing addresses, job titles and buildings of all those covered by the collective bargaining agreement shall be provided to the Union annually. The employer will likewise, annually, notify the Union of employees who leave the District.

The Union shall be notified within three (3) business day of the employer's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the Union, dues payers, or non-members.

3.15 Release Time for Union Officers

The Union President and/or designee shall be granted three (3) days per year without loss of pay to attend to Union duties and/or to attend Union functions, provided the Union pay for the cost of the substitute.

Elected or designated Union members may engage in Union activities directly relating to the Union's duties as representatives of the employees during the school day, without loss of pay, provided such activities do not infringe upon the members assigned duties or the duties of any other employee.

ARTICLE IV

EMPLOYEE EVALUATION

4.1 Formal Performance Evaluation

Employees shall be formally evaluated in writing. Evaluations shall be conducted by qualified administrators, as designated by the Superintendent.

a. Tenured employees shall complete an evaluation cycle at least once in the course of every two (2) years in accordance with Section 24A of the *School Code.* However, a tenured employee who received a Proficient or Excellent on his/her most recent summative evaluation shall complete an evaluation cycle at least once in the course of every three (3) years in accordance with Section 24A of the School Code.

b. Non-tenured employees shall be evaluated annually as required under Section 24A of the School *Code*.

c. A copy of the evaluation instrument will be made available to employees within ten (10) working days of the start of each school year. The Administration shall be available for questions regarding the evaluation instrument.

d. Observation(s) shall be made before the formal evaluation is written. No observation that is part of a formal evaluation process shall be conducted without the knowledge of the employee. Employees shall receive written feedback on any observations which contribute to the overall employee evaluation within ten (10) school days of the observation. A formal observation shall be preceded by a conference between the evaluator and the employee. A formal observation shall consist of a classroom visit of no less than forty-five (45) minutes or the length of a class period.

e. A conference between the evaluator and the employee shall be held no later than ten (10) school days after the summative evaluation has been completed.

f. Employees shall be provided a copy of the completed written summative evaluation at the time of the evaluation conference unless the employee shall agree to an alternate time. The evaluator and the employee shall date and sign the written evaluation. Employees may file written objections according to the procedure delineated in 3.6D of this Agreement.

g. A joint Board/Union Committee will be formed to ensure compliance with Section 24A of the School Code. Changes to the evaluation procedure/instrument will be subject to mutual agreement between the Board and the Union. This committee will also begin discussion about changes to the evaluation instrument and procedures required by the Performance Evaluation Reform Act (PERA) and the administrative rules for Part 50 propagated by the Board of Education of the State of Illinois. These discussions will not be construed as beginning the one hundred and eighty (180) day negotiations window as outlined in the legislation but will serve as time for the group to research, develop ideas, pilot any necessary constructs, and obtain stakeholder feedback prior to the district's PERA implementation date. Formal changes will not occur prior to approval by the parties, nor shall they occur prior to the school's required PERA implementation date unless by mutual agreement between the parties.

h. Any employee who receives an overall evaluation rating of Needs Improvement shall be placed on a Professional Development Plan. The purpose of the Professional

Development Plan is to increase the employees' proficiency in the area(s) identified in the summative evaluation as in need of improvement.

i. Any employee who receives an overall evaluation rating of Unsatisfactory shall be placed upon remediation status in accordance with *School Code.*

j. The evaluator shall personally conduct all observations, reviews, and written evaluations of employees. All evaluations must reflect the evaluator's independent professional judgment based on direct observation and review of the employee's work.

4.2 Informal Observation

Nothing contained herein shall limit the right of the authorized evaluator to utilize informal observations and other firsthand evaluative criteria for considering competency of any employee. These informal evaluations shall be reduced to writing and submitted to the employee as in Section 4.1, D-H, before they have any impact regarding the employee's personnel file.

"Informal" shall be defined as an observation of a teacher by a qualified evaluator that is not announced in advance of the observation and not subject to minimum time requirements. When deficiencies are observed, suggestions for improving deficiencies shall be offered by the evaluator in writing, recognizing that the responsibility for improvement rests with the employee.

ARTICLE V

WORKING CONDITIONS

5.1 School Calendar

Each year, before the Superintendent submits the next year's school calendar to the Board for approval, the Superintendent will receive input from the employees about the school calendar. However, Board decisions regarding the school calendar shall be final and non-grievable under the grievance and arbitration provisions of this Agreement.

The school calendar will be posted on the District's website.

5.2 School Year

The school year shall consist of not more than one hundred eighty-five (185) days, of which one hundred seventy-six (176) shall be scheduled by the Board as pupil attendance days. No fewer than five (5) of the one hundred eighty-five days (185) shall be declared by the Superintendent and the Board as special holidays or non-school days, provided that no emergencies make it necessary to use them as school days. Employees shall be required to be in attendance no more than one hundred eighty (180) days.

5.3 Certified School Nurse School Year

The school year for Certified School Nurse shall consist of a total of one hundred ninety (190) days. The Certified School Nurse shall be scheduled to work five (5) days before the first day of certified staff attendance, and their summer break shall begin five (5) workdays after the final day of certified staff attendance during each yearly contract unless an alternate agreement is made between the
Board and the Certified School Nurse.

5.4 Work Day

All employees shall be required to be in the building minimally, from 7:20 to 2:50 at MES, and from 7:55 to 3:25 at MMS, totaling a work day of seven and one-half (7½) hours, including a thirty (30) minute duty-free lunch period, except that employees shall be required to attend as assigned for extra duties, faculty meetings, parent conferences and open houses, other regularly scheduled events and emergencies as defined by the Administration.

Employees who travel between buildings will work with Administration to establish a work schedule that does not exceed the seven and one-half (7½) hours required by other employees as outlined in the previous paragraph.

Where, on a rare occasion, an employee has a medical/dental appointment, he/she may have permission to be excused immediately after student dismissal, provided said employee is not required to be in attendance at a previously scheduled meeting and/or school function.

5.5 Duty-Free Lunch

Employees shall have a thirty (30) minute duty-free lunch period consistent with the provisions of the *School Code*.

5.6 Class Size

Insofar as possible, the class size goals described in Board Policy will be maintained. In the event circumstances require these goals being exceeded, the affected employee will be consulted as part of the decision-making process.

5.7 Preparation Time/Team Time

Equitable preparation time for all full-time employees will be provided on a weekly schedule. Employees shall have a daily scheduled preparation time of not less than 30 consecutive minutes outside the duty-free lunch, and during the student attendance portion of the school day, provided the student attendance day is not shortened due to financial constraints. Preparation time shall be time set aside for educational related responsibilities as may be determined by the Superintendent or designee to include, but not be limited to, planning classroom lessons, classroom preparation, attending professional meetings with supervisors, colleagues, parents or students, completing professional phone calls, etc. Preparation time for part-time employees shall be determined on an equally prorated basis.

Teachers will utilize the minutes prior to student arrival as dedicated collaboration and preparation. Time utilized within this designated work period shall be considered part of the regular contractual responsibilities.

Team time for grade-level teams and middle school teams will be provided weekly. Team time is defined as time set aside for articulation between members of a grade level or specific subject area teams. It is not to be used as preparation time as outlined above. Photocopying, parent phone calls, grading papers, etc. are not appropriate activities for team time.

In the event an elementary teacher loses his/her preparation or team time in order to supervise students during recess due to inclement weather, he/she shall be paid $22.50 per occurrence. Teachers will submit for compensation prior to winter break- with pay to be issued on the second paycheck in January, and by the last day of the school year - with pay to be issued on the second paycheck in June.

When two or more teachers are assigned to co-teach or jointly deliver instruction within the same classroom or program, the District shall make reasonable efforts to schedule common preparation time for those teachers in order to support collaboration, instructional planning, and coordination of services for students.

5.8 Paraprofessional: Special Education Support

The paraprofessional is a non-certified staff member assigned to assist students in Special Education. Students' IEP teams, through the use of test results, teacher input, student productivity and performance, determine the need for paraprofessional assistance. Paraprofessionals may be assigned to an individual student or to the building's Special Education team. A copy of the paraprofessional job description shall be provided to all classroom teachers with whom they work.

Paraprofessionals who return from year to year may be reassigned to different grade levels or to different students at the discretion of the Administration. When new paraprofessionals are being hired a good faith effort shall be made to include appropriate teaching staff (special and regular educators) in the process. In addition, any employees who are assigned a paraprofessional may provide input to the appropriate Administrator and Director of Special Education regarding job performance of such person.

5.9 Special Education Workload-Caseload

Special Education Teachers' caseloads shall consist of students who receive direct or indirect services from that Special Education Teacher.

Each Case Manager/Social Worker shall be provided one and one-half (1½) day paperwork day per school year. Those case managers who participate in the high school transition meetings shall be provided an additional one-half (½) paperwork day per year at the time these meetings take place. The District will provide substitute coverage during paperwork days.

5.10 Student Discipline

a. An employee may exclude a pupil from a class period when, in the opinion of the employee, the grossness of an offense or the persistence of the behavior has a disruptive effect on the other students.

b. When a pupil is excluded by an employee, the student shall be sent from the classroom to the building administrative office, and the problem shall be referred for solution to the building Principal or his/her designee. The employee shall be notified of the disposition of the problem.

c. Student discipline will be governed by the policies outlined in the Parent Student Handbook developed by Administrative Council and approved by the Board.

5.11 Work and Instructional Areas

a. The Board recognizes that in order for employees to accomplish their jobs effectively, it is necessary to have an area in their assigned building for the purpose of preparation, grading papers, storage of materials and other functions in the practice of their profession.

b. In addition, instruction of students should take place in areas that meet health and safety standards such as lighting, sound, and ventilation.

5.12 Parent Conferences

The scheduling of parent conferences shall be mutually agreed upon by the Board and Union.

5.13 Professional Courtesy and Respect

The Board of Education acknowledges that employees should be treated with appropriate courtesy and respect by supervisors and Administrators.

Sensitive discussions, which shall include, but not be limited to, investigations and reprimands, shall not be conducted in the presence of students, parents, other employees, or in a public setting.

An employee who believes that this Section (5.11) has been violated may use the grievance procedure found in Article 8 of this Agreement through Step Three only but shall not be able to use the arbitration provision in Article 8.4, Step Four.

ARTICLE VI

ASSIGNMENTS, VACANCIES, AND TRANSFERS

6.1 Posting of Vacancies

After the Board has determined to fill a vacancy and after employees have been afforded their recall rights or been involuntarily transferred, the Administration shall post notice of any established and available vacancy in the bargaining unit or in any administrative position. Such positions shall not be permanently filled for a period of five (5) working days after the posting of the vacancy notice. Employees will be notified by email of all vacancies.

By May 1st each year, all stipend positions shall be posted for the next school year for five (5) days. If there are more applicants than positions for each position, interviews will be conducted by the administration.

6.2 New and Vacant Positions

New positions are those which did not previously exist within the District and vacant positions are those created by resignations, retirements, non-renewals, or dismissals for cause, and both new and vacant positions refer to positions approved by the Board. When filling new and vacant positions, the District shall take into consideration certifications, qualifications, merit and ability, including performance evaluations, and relevant experience. When these factors are equal, the District shall base its decision on the length of continuing service with District. The District's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure in this Agreement.

6.3 Voluntary Transfers

Voluntary transfers are those transfers which are requested by the employee. Employees wishing to be considered for transfer must notify the Superintendent in writing by April 15, indicating reasons for requesting the transfer and the position desired. If an employee who requests a transfer does not receive the reassignment, he/she shall be given the reason(s) in writing why his/her request was denied.

6.4 Involuntary Transfers

Involuntary transfers are those transfers that are initiated by the Administration. Prior to transferring an employee involuntarily between grades or buildings, the Administration and affected employee(s) shall consult regarding said change in assignment. The Administration will make a good faith effort to match positions with employees' strengths, styles, personalities, and interests.

6.5 Job Sharing Assignments

a. **Definition:** Job sharing is deemed as voluntary service in which two (2) teachers share a full-time position on a regular basis. All tenured employees are eligible to apply for a job-sharing position.

b. **Purpose:** The Board recognizes the benefits of job sharing for employees and the District in a variety of situations.

c. **Grade Level or Subject Area:** It is understood and acknowledged that job sharing may take place in the following areas:

Middle School positions: Academic Areas, Physical Education, Library Science, Art, Band, Health, Gifted, Speech, School Psychologist, Social Worker, or LD and BD positions when appropriate (non-self-contained)

Elementary positions: Physical Education, Art, Band, RtI Resource, Library Science, Gifted, Kindergarten, Speech, School Psychologist, Social Worker, or LD and BD positions when appropriate (non-self-contained).

d. **Selection**: Employees who wish to be considered for a job-sharing position must submit a written request to the building Principal prior to February 1 for the following school year. Notice of approved job-sharing requests must come from the Principal and Superintendent, upon approval of the Board. The Superintendent shall give the applicant a written statement of approval or the reason(s) for denial.

It will be the responsibility of the Administration to post notification and to select a teacher to job share with another teacher who has requested such an arrangement. The administration will make a good faith effort to secure acceptable candidates to job share. In the event an acceptable teacher cannot be secured by June 15, the requesting teacher shall remain as a full-time teacher.

e. **Responsibilities of Job Sharers:** Prior to the beginning of the school year, and no later than August 1, the selected employees will set forth, in writing, a plan for instruction inclusive of such items as to which employee will instruct what areas and during what time frame (hours of the day, month, etc.).

Employees must establish and present a plan for effective and regular communication with one another, the building Principal, colleagues and parents. These include, but are not limited to, grade level meetings, team meetings, special education meetings, staff meetings, report cards, and mid-term reports.

Each employee shall submit a written report to his/her Administrator at the end of the school year evaluating the success of the program, which shall include recommendations for the future.

Each employee will be required to attend all staff development activities, staff meetings, and conferences as a full-time employee without additional compensation.

f. **Compensation/Benefits:** The compensation/benefits package for each employee will be pro-rated by his/her corresponding portion of FTE.

g. **Return to Full Time Position:** Job-sharing employees are expected to return to full-time employment in the following school year after the job share assignment. Employees participating in job sharing may not request to return to full-time teaching during the school year in which the job share occurs.

If job-sharing employees would like to extend their job share participation for an additional year, they must submit a written request to extend the job-sharing arrangement to the Superintendent by February 1. Any extension of a job-sharing arrangement may be approved or denied in the sole discretion of the Board and may not be grieved under the grievance and arbitration provisions of this Agreement.

ARTICLE VII

REDUCTION IN FORCE

7.1 Definitions

a. "Seniority" shall be defined as total years of continuous full-time teaching service in the School District, except that employees hired prior to the 2012-2013 school year who taught part-time and were granted a full year of seniority shall maintain said seniority. Except as specifically delineated above, tenured teachers reduced to part-time shall accrue seniority in proportion to their employment status.

   If the years of continuous total teaching service with the School District are equal between two (2) or more employees, then the following process shall be used to determine seniority:

   1. Total teaching service in the District, whether or not continuous
   2. Total teaching service in the District plus any leave granted in accordance with this Agreement
   3. The furthest horizontal movement on the salary schedule
   4. By lot

b. "Teaching Service" shall be deemed to include service in both teaching and Administrative positions.

c. "Legal Qualifications" or "Legally Qualified" includes all statutory and regulatory prerequisites for teaching service in a specific position, including the certification/licensure requirements of Article 21 of the *School Code*, and any additional requirements for the position established by the Board in accordance with the May 10 deadline in *School Code*.

7.2 Seniority List

Prior to January 20th annually, the Superintendent or designee shall post a tentative listing of seniority of all full-time employees. The listing shall provide the name, current position, and certification/licensure of employees. A copy of the tentative listing shall be distributed to District employees via email. Employees shall have ten (10) workdays from the date of posting to file written objections with the Superintendent regarding the information contained on the list. The objection shall specify any alleged errors. Failure of employees to make a timely objection shall be deemed to be an acceptance of the listing, and employees shall be prohibited thereafter that year from challenging the rankings or qualifications for a position until the posting of the seniority list in the following school year.

7.3 RIF Procedures

If the Board, in its sole discretion, determines to decrease the number of employees employed or to discontinue some particular type of teaching service, the Board shall notify, in writing, the affected employee(s) no later than forty-five (45) days prior to the last day of the current school year. In addition, the Board shall honorably dismiss the affected employee(s) according to the Joint RIF Committee procedures.

7.4 Recall Rights

If a bargaining unit vacancy occurs for the following school term or within one (1) calendar

year from the beginning of the school term following its reduction-in-force [two (2) calendar years in the case of honorable dismissals in excess of fifteen percent (15%) of full-time equivalent positions held by employees], the Board shall tender the vacant position to the honorably dismissed employee in the recall order prescribed in the *School Code*. An employee who fails to respond to a recall notice or who rejects the tendered position shall be deemed to have waived his/her recall rights. Any recalled employee shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the certified employee did not teach shall not be counted towards seniority.

If the District does not have any recalls for bargaining unit positions, employees who have been honorably dismissed will be offered the opportunity to fill short-term vacancies should they occur during their period of recall.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 Definitions

a. A grievance is any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the express terms of this Agreement.

b. As used in this Article, the term "days" shall mean employee workdays, excluding summer vacation. During summer vacation, "days" shall mean days on which the District Business Office is open. The time limits specified in this grievance procedure may be extended in any specific instance by mutual agreement of the parties in writing.

8.2 Informal Procedure

The Board and Union acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the employee or the Union, a grievance may be processed as follows:

8.3 Formal Procedure

Step One:

1. A written statement of the grievance shall be submitted to the Principal or immediate supervisor by the Union and/or employee within twenty (20) days of the occurrence, giving rise to the grievance or within twenty (20) days of when such occurrence becomes known. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the facts on which the grievance is based, and the specific relief requested.
2. Within five (5) days after the written grievance is submitted, the Principal or immediate supervisor and the grievant shall meet to resolve the grievance at a time mutually agreed to by all parties concerned.
3. Within ten (10) days after such meeting, the Principal or immediate supervisor shall state his/her decision in writing, together with the supporting reasons, and shall furnish copies to the aggrieved employee, if any, and to the Union.

Step Two:

1. If the employee or Union is not satisfied with the First Step decision, the grievance may be appealed to the Superintendent within ten (10) days after the First Step answer is received.
2. Within ten (10) days thereafter, a meeting shall be held with the Superintendent at a time mutually agreed to by all the parties concerned.
3. Within ten (10) days after such meeting, the Superintendent shall communicate his/her decision in writing, together with the supporting reasons, to the Union and the aggrieved employee.

Step Three:

1. If the employee or Union is not satisfied with the Second Step decision, the grievance may be appealed to the Board within ten (10) days after the Second Step answer is received.
2. At the next regular Board meeting, the Board shall establish, by mutual agreement with the employee and the Union, a date for a meeting on the grievance. Such meeting is to be held in no case later than the next regularly scheduled Board meeting.
3. Within ten (10) days after such meeting, the Board shall communicate its decision in writing, together with the supporting reasons, to the Union and the aggrieved employee.

Step Four:

1. If the Union is not satisfied with the Third Step decision, the Union shall submit a request to enter into impartial binding arbitration within thirty (30) days after the Third Step answer is received. The American Arbitration Association (AAA) shall act as the administrator of the proceedings unless the parties can mutually agree on another arbitrator. The parties shall operate under the Voluntary Rules of the AAA unless they both agree to the expedited rules. The decision of the Arbitrator shall be binding on the parties.
2. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific violation(s) of the Agreement alleged at Step 3 and any issue raised in the Board's responses and shall have no authority to make any decision or recommendation on any other issue. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. Expenses for the Arbitrator's services shall be borne equally by the District and the Union.

8.4 <u>General Provisions</u>

a. The grievant is allowed Union representation of his/her choosing at any step of the process.

b. If an employee is required by the Board to be involved in the processing of a grievance during school hours, he/she shall be excused for such purposes without loss of pay.

c. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

d. The failure of the employee or Union to act within the time limits set forth shall preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this Article, the grievance shall be advanced to the next highest level.

e. If the Union, employee, and Superintendent agree, Step One of the grievance procedures may be bypassed and the grievance brought directly to Step Two.

ARTICLE IX

LEAVES

9.1 Sick, Personal, and Bereavement Leaves

All full-time employees (i.e., those who are contracted for a full school day and for a minimum of the adopted school calendar year) shall be granted seventeen (17) days' sick leave annually, of which three (3) may be used as personal leave days. In addition, all full-time employees shall be granted three (3) bereavement days annually with pay for use for death in the immediate family (however, if the "immediate family member" is a parent/child/guardian who lived two hundred and fifty (250) or more miles away, the employee shall be entitled to up to five (5) days of paid bereavement for that year). If annual personal leave has been exhausted, sick leave may be utilized to attend the funeral of a person outside the immediate family, not to exceed one (1) day per funeral and not to exceed three (3) days per year. All partial-year full-time employees (i.e. those who are contracted for a full school day but less than the adopted school calendar year) and all part-time employees (i.e. those who are contracted for less than a full school day) shall receive these benefits on a pro-rata basis.

Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. The immediate family, for purposes of this Section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters' in-law, sons-in-law and legal guardians. For the purpose of bereavement leave, the immediate family shall also include aunts, uncles, nieces, and nephews.

Sick leave shall be cumulative to three hundred and forty (340) days or to the current limit allowed by the Teachers' Retirement System, whichever is higher.

9.2 Personal Leave

Personal leave is interpreted as time needed by employees to conduct personal business that cannot be conducted on a non-school day. Personal absence shall be granted only upon written notice to the Principal, a minimum of two (2) school days prior to the intended day of absence. Personal days will not be granted for the first day or the last day of required employee attendance on the adopted school calendar or days just prior to or immediately following holidays or holiday recesses. Exceptions may be granted at the discretion of the Superintendent on a limited basis. Personal leave is non-cumulative and, if unused, will remain part of accumulated sick leave at the conclusion of each school year.

9.3 Personal Vacations

Vacations taken by employees on days of required employee attendance per the adopted school calendar will result in loss of pay at the per-hour or per-day rate where applicable or 1/180th of a contract salary per day where applicable. Employees are urged not to schedule vacations that include days of required employee attendance and must receive the prior approval of the Superintendent before taking personal vacation time.

9.4 Maternity/Child-Rearing Leave of Absence

A tenured employee shall be eligible for maternity/child-rearing leave without pay or other benefits, except as indicated below, subject to the following conditions and to the general conditions for unpaid leaves set forth in Section 9.6 of this Article:

1. An employee who desires a maternity/child-rearing leave shall request approval for such leave in accordance with Section 9.6 of this Article. The effective dates of the leave shall be determined pursuant to Section 9.6.

2. An employee may use up to a maximum of sixty (60) school days of accumulated sick leave time. Sick leave use beyond this limit shall also be permitted upon a physician's certification that the employee is physically/medically unable to perform her duties as a teacher. Any accumulated sick leave not utilized during the leave shall be available to the employee upon return to employment in the District. [**Note**: See Section 9.5 of this Article for concurrent application of sick leave during FMLA.]

3. Any tenured employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the dates needed for the adoption. It shall be the responsibility of the applying employee to keep the Superintendent or designee informed of the status of the proceedings and as soon as known, the expected date of the delivery of the child.

4. A maternity/child-rearing leave may be granted to a non-tenured employee under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured employee, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of the *School Code* for purposes of the continuous employment necessary to attain contractual continued service status (i.e., a non-tenured employee must actually work at least 120 days in a school year to have that year count towards the acquisition of tenure). Upon return from such leave, the employee shall not be considered as having any break in her/his probationary service. The granting of maternity leave to any non-tenured employee shall not constitute a precedent for the granting or withholding of leave to any other non-tenured employee. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured employee to apply for such leave or accept the established conditions.

5. A tenured male employee shall be entitled to a child-rearing leave of absence. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered or upon his planned adoption of a child and shall be subject to all of the applicable notice and other requirements as set forth in Section 9.6 of this Article.

6. Insurance benefits may be maintained in accordance with Section 9.6 of this Article.

7. Nothing in this Section shall be construed as requiring any employee to apply for a maternity/child-rearing leave. An employee not eligible for or not desiring maternity leave (1) may utilize accumulated sick leave for the birth or adoption of a child, and/or (2) may exercise his/her rights under the federal *Family and Medical Leave Act*.

9.5 Family and Medical Leave

1. Full-time employees are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act* ("FMLA") of 1993. Such leave is unpaid unless accumulated sick leave or personal leave is available to the teacher for the reason for which FMLA leave is requested. Employees shall use accumulated sick leave, when applicable, concurrently with FMLA leave. In the event of birth or adoption, however, employees may use up to sixty (60) school days of accumulated sick leave

concurrently with FMLA, unless a physician substantiates the need for additional use of sick leave. [**Note**: See Section 9.4 above.] The total FMLA leave cannot exceed twelve (12) weeks in any 12-month period, as calculated under the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave. A minimum of thirty (30) days' written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.

2. FMLA leave may be used for:

   a. The birth and first-year care of a newborn child;

   b. The adoption or foster placement of a child within the first year of placement;

   c. The care of an employee's spouse, parent, or child with a serious health condition; or

   d. The treatment of an employee's own serious health condition that makes the employee unable to perform the functions of the job.

9.6 Leave of Absence Without Pay

Leaves of absence without pay may be granted to employees who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board. Each approved leave of absence shall be of the shortest possible duration to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one (1) year may be granted to teachers according to the following conditions:

1. Written request for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.

3. Leaves may be granted for:
   a. Advanced study leading to a degree in an approved university
   b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel will improve the educational program
   c. Extended personal illness or illness of a member of the immediate family
   d. Military service
   e. Child rearing and adoption
   f. Other reasons acceptable to the Board

4. Employees on such leave may continue insurance benefits if they choose at their own expense.

5. Employees may earn one (1) year of seniority and advance on the salary schedule during a year in which they took an approved leave of absence by working at least ninety-one (91) days in the school year in which the leave occurred.

6. The Board has the right to limit the duration of a requested leave to two (2) consecutive years.

7. Teachers on leave shall notify the Board in writing or through email of their intent to return no later than March 1 prior to the returning year. Failure to give such notification shall be deemed to be the submission of a resignation. A teacher who has been on leave and gives notice of return by March 1st and fails to return to the District for the

following school year shall be liable to the District for liquidated damages in the amount of one thousand dollars ($1,000) plus reasonable collection fees, if applicable, to compensate the District for the costs of securing a replacement teacher. Further, for every month that passes, an additional two hundred dollars ($200) shall be billed to the employee until such sum reaches two thousand dollars ($2,000) maximum in the month of August. This sum shall not be collected if it is determined that a teacher needed to resign due to a life-changing event such as health issues, spouse relocation, or if the employee was asked to resign or was reduced-in-force or dismissed.

ARTICLE X

COMPENSATION AND BENEFITS

10.1 Pay Periods

Employees shall be paid in twenty-four (24) installments. Payday shall be the fifteenth (15^{th}) and the last day of each month, except when payday falls on a weekend or a holiday, in which case payday shall be the last workday thereto.

10.2 Salary

For the term of this Agreement, employees shall be hired according to the compensation salary schedules set forth in Appendix A, which is attached hereto and incorporated into this Agreement. All salaries shall be increased in accordance with the negotiated increase percentage as indicated on the salary schedules.

The Board shall deduct and remit for each employee the required employee portion of TRS contributions in an amount equal to nine percent (9%) of an employee's total creditable earnings to the Illinois Teachers' Retirement System, to be applied for the retirement account of such employee. If required TRS employee contributions exceed nine and two-fifths percent (9.4%), the employees and the Board shall split evenly the contribution payments. Employees shall have no right or claim to the funds so remitted except as permitted by law.

10.3 Extra-Duty Assignments

Employees assigned to extra duties shall be paid a stipend according to the schedules set forth in Appendix B, which is attached hereto and incorporated into this Agreement. Extra duty stipends will be reviewed at the end of this Agreement. Stipends for positions that extend through the school year will be paid before Winter Break and in June. All other stipends will be paid at the conclusion of the activity. In some cases, an Employee may be paid before an extra-duty assignment is completed in its entirety. If the Employee subsequently fails to complete the assignment, any overpayment will be deducted from future pay.

Administration and the Union will work together to develop clear guidelines for establishing and supervising clubs.

The Athletic Director shall be consulted during the hiring process/decision for sports' coaches; however, the final decision shall be made by the principal. The head sponsor of an activity shall be consulted during the hiring process/decision for the assistant sponsor(s) for the activity for which he/she serves as head sponsor.

10.4 Internal Substitute Pay

The Board shall compensate teachers at the rate of seventy-five cents ($0.75) per minute for classes. Teachers are required to substitute teach in excess of their regularly assigned teaching load.

10.5 Homebound Tutoring

The Board shall compensate teachers at the rate of forty-five dollars ($45.00) per hour for homebound tutoring.

10.6 Committee and Paperwork Pay/Extra Duty Pay

Any committee meeting time or paperwork (state goals, curriculum planning, etc.) performed for the District outside the normal school day shall be voluntary and shall be compensated at the rate of thirty-five dollars ($35) per hour. Every effort shall be made to hold teacher absence from the classroom for such work to a minimum. All such work shall be pre-approved by the Administration. The Administration shall develop a list of anticipated committees and activities that are eligible for such pay at the beginning of each school year.

For hours worked outside of the employees contracted school hours and fall within employees' typical school year responsibilities, the employee will be paid thirty-five dollars ($35) per hour (including but not limited to those jobs/tasks that need to be conducted over the summer), and as approved by Administration. Special services personnel who are asked to do case study evaluations and/or provide ESY services during the summer or teachers, when authorized by the Superintendent and Union President, are asked to provide intensive teacher consulting shall be compensated at their own per diem rate of pay.

10.7 Workshops Allotments

Attendance at workshops will be approved for each employee request. The number of employees who may attend a workshop on any given day is limited by substitute availability.

All workshops must be related to either the school improvement plan and/or the District goals. The intent of the District is to continue to have people attend workshops, but to be able to tie the workshops to the District and school goal areas. If an employee is asked to attend by the administration, the costs shall be paid by the Board.

Workshops that earn credit hours will be paid for only once through either tuition reimbursement or the workshop fund.

A "Request to Attend Inservice/Conference" form must be completed and submitted to the Principal at least two weeks prior to the date of the workshop. Employees will be reimbursed up to five hundred dollars ($500) per year travel associated with a workshop as long as the costs are estimated on the form and approved by the Administration. Employees will be reimbursed for mileage, meals, and rooming cost according to Board Policy 5:60 Expenses. Substitute costs will not be counted toward the five-hundred-dollar ($500) workshop allotment.

10.8 Tuition Reimbursement

a. Effective for courses approved after July 1, 2018, reimbursement for graduate tuition shall be two hundred fifty dollars ($250) per semester hour (or the credit equivalent for quarter hours) but shall not exceed the actual cost of tuition. Anyone receiving such reimbursement must agree to remain employed with District 24 for one (1) year after reimbursement, unless said employee incurs health issues, was asked to resign, was reduced-in-force, was dismissed, or his/her spouse was relocated, or the reimbursement must be repaid to the district.

b. Such courses require the Superintendent's preapproval and must be earned at an accredited college.

c. Part-time employees will be reimbursed on a prorated basis equivalent to their contracted employment time.

d. Course(s) eligible for reimbursement must be graduate courses in an area which, in the judgment of the Superintendent or designee, shall be of professional benefit to both the

employee and District. (Undergraduate courses may be approved if the course directly benefits instruction or leads to an additional endorsement/certificate.) However, undergraduate course work will not count towards graduate credit regarding a change in lane assignment.

e. A grade of B or higher must be obtained in the course, or the grade of "Pass" in the event the course is offered on a pass/fail basis.

f. Evidence of completion of the course must be submitted to the Superintendent or designee, in the form of an official transcript of credits. Transcripts submitted more than one year after the completion of an approved course will not be eligible for reimbursement.

g. Evidence of tuition payment must be submitted in the form of a paid receipt which identifies the amount of tuition paid.

h. When it is in the best interest of the District to request that an employee obtain a specific teaching endorsement for their license, and grant funds have been awarded to the District that allows payment of an amount greater than the reimbursement sum specified in Section 10.7 (a), the Board may reimburse an amount not to exceed the actual cost of tuition.

10.9 Term Life Insurance

The Board will pay full premium for $50,000 of life insurance for each eligible employee. The amount of life insurance will be subject to the group insurance carrier's required reduction schedule that is included in the Certificate of Insurance.

10.10 Health, Dental, and Vision Insurance

Insurance benefits for eligible part-time employees will be on a pro-rata basis.

Single
The Board shall provide a hospitalization, major medical, dental, prescription drug, and optical program for each employee. The Board shall pay ninety percent (90%) of the cost of the individual PPO hospitalization, prescription drug, and major medical plan. The Board will pay the full premium for the HMO Blue Advantage or HMO Illinois hospitalization, prescription drug, and major medical plan. The Board shall pay the full premium for the individual dental and optical plan.

Family
The Board shall provide a hospitalization, major medical, dental, prescription drug, and optical program for full-time employees, with the Board premium payment contribution as fifty percent (50%) of the difference between the premium costs of the single and the family plans.

Insurance Committee
Administration and employee representatives on an annual basis shall review all insurance coverages and options jointly and educate employees about pertinent insurance-related issues. If the District moves out of the current cooperative during the term of this Agreement, the level of new insurance coverage, plan design, and deductible will remain substantially the same, and the Board will continue to pay single and family plan premiums as established in this Section.

10.11 Physical Examination

At any time, the Board may require an examination of any employee to determine the physical or mental fitness of the employee to perform assigned duties. A licensed physician who may be chosen by the employee from a list of at least three (3) designated by the Board shall perform such examinations and the expenses thereof shall be paid from the school funds.

10.12 Mileage

Any employee using a personal automobile to travel in the performance of his/her duties and responsibilities shall be reimbursed at the Internal Revenue Service rate per mile for the use of such vehicle.

10.13 Long Term Disability

Long-term disability insurance shall be available for each eligible District employee to use for an illness or accident that qualifies the employee for long-term disability benefits under a District purchased group plan.

10.14 Student Supervision

When an employee chaperones an overnight trip or event (Timberlee, Springfield, Rafting, 24-hour Challenge, and sports teams who go to state), he/she shall receive a stipend in the amount of two-hundred and fifty dollars ($250) per night.

10.15 Overload Pay

An overload is an ongoing instructional assignment that is not typical of the regular assignments of other staff members with similar assignments (e.g., teaching an additional course at the middle school level). The overload rate shall be the individual teacher's per diem hourly rate. Overload pay will be calculated on a pro-rated basis in accordance with the length of the overload assignment.

10.16 Movement on the Salary Schedule

A teacher shall only be allowed to move horizontally on the salary schedule up to two lanes per school year. However, a teacher who moves from BA to the MA lane may move more than two lanes in that school year. Proof that pre-approved coursework has been completed in a manner that entitles a teacher to move horizontally on the schedule must be submitted to the Business Office by no later than September 30th to receive the higher salary for the entire school year. Proof submitted after September 30th, but by no later than January 31st, shall entitle a teacher to the higher salary for half of the school year. Proof submitted after January 31st shall not count for the current school year.

10.17 Social Worker and Psychologist Salary Placement

Social Worker and Psychologists who have a minimum of sixty (60) graduate semester hours (or its equivalent) as a component of their advanced degree program, shall be placed upon hire on the MA+24 lane of the salary schedule and be granted any additional relevant credit earned via the completion of their graduate degree.

For example: If a graduate program requires six-two (62) graduate credit, the social worker or psychologist would be placed at MA+24 on the salary schedule and given credit for MA+26. They would only need six additional graduate credits to advance to the next lane

on the salary schedule. Undergraduate coursework recognized as credit hours towards a graduate degree is not accepted to meet this requirement.

10.18 Longevity

Each teacher who was at the end of his/her respective compensation column during the previous school year, and who receives no vertical increment during the current school year, shall receive an increase in salary equal to the amount shown below for each year covered by this Agreement:

2026-2027: 5%
2027-2028: 4%

Each teacher who was at the end of his/her respective compensation column during the previous school year, and who moves to a higher lane horizontally shall receive a salary adjustment equal to the difference in salary between the final step of the compensation column which the teacher is exiting and the salary cell to the right of that cell on the salary schedule of the corresponding lane in effect that year.

10.19 Attendance Incentive

Teachers who are employed by the District from the beginning of the school year through the start of winter break, and who are only absent from work for one (1) day or less during this period, shall receive a one-hundred-and fifty-dollar ($150) attendance bonus. The bonus shall be paid by the District on the second paycheck in January.

Teachers who are employed by the District from the start of winter break through the end of the school year, and who are only absent from work for one (1) day or less during this period, shall receive a one-hundred-and fifty-dollar ($150) attendance bonus. The bonus shall be paid by the District on the second paycheck in June.

Bereavement leave (including any sick leave days used due to the death of an immediate family member) and Professional Development days shall not count as a day of absence for the purpose of qualifying for an attendance bonus. All other leaves, including any unpaid leave days, shall count as a day of absence.

10.20 Classroom Relocation

Classroom location assignments shall be communicated to all teachers at the earliest possible time after any changes are determined necessary. A reasonable explanation of movements will be provided to the staff.

If a teacher wishes to appeal a classroom assignment, request a specific room, or request to remain in their current location, they shall submit such request to building administration within five (5) working days of receiving the assignment notification. Upon receipt of the request, a meeting shall be scheduled between the affected teacher and building administration to discuss the request.

If a teacher is required by the District to relocate their classroom or primary instructional workspace, the District shall be responsible for the physical moving of classroom furniture, equipment, and instructional materials. Such relocation shall be performed by District personnel or contracted movers. Teachers shall not be required to move furniture, equipment, or boxed materials themselves.

In recognition of the time required to organize, pack, unpack, and reestablish the classroom learning environment, any teacher required to relocate their classroom shall receive one

hundred dollars ($100). This additional benefit shall apply only when the relocation is directed by the District and not when voluntarily requested by the teacher.

10.21 Licensure Reimbursement

Student Services Professionals who are required to maintain or renew professional licensure(s) beyond the state-mandated Professional Educator License (PEL) shall have the full cost of such licensure(s) covered by the District.

10.22 After School Student Instruction

The Board shall pay certified teachers a minimum of fifty dollars ($50) per hour or the per-diem calculated rate, whichever is greater for the individual teacher, for direct instructional programs that are approved by the Superintendent for the purpose of improving student outcomes for "At-Risk" students specifically in the subjects of ELA and Math.

10.23 Adaptive Physical Education

The Board agrees to pay a stipend of one thousand five hundred and sixty dollars ($1,560) for teachers assigned to manage the APE services needed to meet student's IEPs beyond a teacher's regularly assigned classroom duties. This stipend is in addition to any overload pay that would be earned as a result of teaching a section of APE that qualifies under the Section 10.15 Overload Pay.

10.24 Definition of Salary Schedule Lane PHD/MA*2

The Board agrees to place staff in this lane with the following degrees: a doctorate degree in an education related field that would be labeled as and Ed.D or PHD, two graduate degrees related to the field of education that would be the equivalent of a Master's Degree or higher, including MA, MS, M.Ed. and Ed.S.

ARTICLE XI

RETIREMENT

11.1 Retirement Benefits

A. Eligibility

The Board will provide the salary increases and the contributions toward retiree medical insurance set forth below to recognize the contributions of an employee who:

1. has completed eight (8) years of service in District #24 at the time he/she submits an irrevocable notice of resignation from the School District to the Superintendent;
2. at the time of resignation, will be eligible for retirement as specified by the Teachers' Retirement System ("TRS");
3. at the time of resignation, will have reached at least age sixty (60) or have at least thirty-five (35) years of service credit with TRS, which may include applicable sick leave credit;
4. will retire from TRS without causing District #24 to pay an actuarial contribution or penalty to TRS as a result of leaving employment earlier than the date originally indicated on the notice of intent to retire. See also D of this Section concerning eligibility for teachers who submit less than a 4-year notice.

B. Notice

An employee must submit notice by May 1 of the year preceding the start of the 1, 2, 3 or 4-year retirement benefit period elected. Any request to participate in the retirement benefits provided under this 2026-2028 Agreement must be submitted by no later than May 1, 2027, with retirement to occur no later than June 30, 2032.

Resignation from the District will be effective as of the last workday of the retirement year indicated in the notice of intent to retire. The employee must provide substantial services to the District up until the date of resignation.

C. Salary Increases

Depending on the length of the notice submitted, the employee will receive a 6% increase over the prior year's base salary for a 1, 2, 3 or 4-year period.

D. Less Than 4 Year Notice

An employee who submits less than a four (4) year notice and who received a greater than 6% increase in creditable earnings in the years that will be used to calculate his/her "final average salary," will only be eligible for the retirement benefits set forth in this Article (*i.e.,* salary increases and retiree medical insurance) so long as his/her creditable earnings, during the final four (4) years of employment do not exceed the previous year's earnings by more than 6% plus five hundred dollars ($500) in total.

For example:

Creditable Earnings		**EXCESS Over 6%**
25-26 (Base Year) = $70,000		
26-27 (Yr 1 actual) = $74,340	($70,000 x 1.06 = $74,200)	**$140**

27-28	(Yr 2 actual) = $78,652	($74, 200 x 1.06 = $78,652)	$0
28-29	(Yr 3 actual) = $83,618	($78,652 x 1.06 = $83,371)	247
29-30	(Yr 4 actual) = $88,373	($83,371 x 1.06 = $88,373)	$0

Total in Excess of 6% = $387

In this example, the teacher would be eligible to receive the retirement benefits set forth in this Article because the amount by which his/her creditable earnings exceed the 6% cap during the years used to calculate his/her final average salary do not exceed five hundred dollars ($500) in total.

If a teacher is determined to be ineligible on account of this provision (11.1(D)), he/she may request to meet with the Superintendent, or designee, accompanied by the Union President, for the purpose of discussing whether the District would consider waiving its rights on this provision. Any such waiver shall be non-precedential and the grant or denial of a request for a waiver from the District shall be non-grievable.

E. Payment of Salary Increases

The manner of payment will be determined by the District, but with full payment no later than the last regular paycheck due such employee in a given school year.

F. Retiree Medical Insurance

The Board shall also pay to the Teacher's Retirement System's Insurance Program ("TRIP") up to three hundred dollars ($300) per month for the employee's cost of single medical insurance under TRIP for up to four (4) school years following retirement. The Board shall pay only up to the cost of the TRIP or Total Retiree Advantage Illinois ("TRAIL") premium cost when Medicare is primary or three hundred dollars ($300) per month, whichever is less.

G. Cap on Teacher's Creditable Earnings

In exchange for receiving the salary increases and the retiree health insurance, an employee who submits notice of intent to retire consents to receiving no greater than a 6% increase in creditable earnings during each of his/her last four (4) years (or the number of years remaining if the notice is given less than four years before retirement according to the provisions of Paragraph 11.1(C) of employment with District #24 regardless of whether he/she performs any extra duties or would otherwise be eligible for additional compensation or creditable earnings.

H. Rescission of Retirement

An employee who has submitted his/her notice of retirement may request that the Board rescind the effective date of resignation from the District in the event of a life-altering event (e.g., death of a spouse or significant other, death in the immediate family causing a financial hardship to the employee, divorce, spouse's loss of a job, serious illness of the employee or spouse). The Board will make a good faith effort to accommodate the request. If the Board approves the rescission of the resignation date, the parties will determine a plan for the employee's repayment of any retirement incentives already paid out. The employee may then take advantage at a later date of any retirement incentive that exists by making a new, timely election.

11.2 403(b) Matching Contribution for Tier II Teachers

Effective with the 2026-2027 school year, the Board shall make a dollar-for-dollar matching

contribution, up to a maximum match of one-thousand dollars and eight cents ($1,000.08) per school year, to the Board's 403(b) Plan on behalf of TRS Tier II teachers. The Board's matching contribution shall be made semi-monthly on or about the same date as the District's payroll. To be eligible for the match, the TRS Tier II teacher must enroll in the Board's 403(b) Plan prior to any such contribution being made. Teachers who do not enroll in the 403(b) Plan are ineligible for the match described in this section for the period they fail to enroll. Part-time TRS Tier II teachers shall receive a contribution proportional to that of a full-time TRS Tier II teacher. The match will be based on the teacher's contribution to the 403(b) Plan made in the payroll occurring immediately prior to the payroll in which the matching contribution is made. The Board's 403(b) Plan document will set forth additional criteria for the contribution. Eligible teachers must select the investment options to which the Board's matching contributions will be directed, although the 403(b) Plan may (but is not required to) provide for default investment options in the event a teacher fails to designate investment options.

ARTICLE XII

NEGOTIATIONS AND RELATED TECHNICAL CLAUSES

12.1 Commencement of Negotiations

Negotiations for a successor Agreement shall commence not later than March 1 of the last year of this Agreement unless the parties mutually agree to some other date.

12.2 Copies of Agreement

The Union shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Union for one-half (1/2) the cost of such printing.

12.3 Complete Understanding

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.

12.4 No Strike Provision

The Union and its membership hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete service to the Board for the life of this Agreement.

12.5 Savings Clause

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

12.6 Duration

This Agreement shall become effective on August 16, 2026, and shall terminate at 11:59 P.M. on August 15, 2028. Compensation shall be paid as shown in Appendices A and B.

effect. Should any additional modification or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

12.6 Duration

This Agreement shall become effective on August 16, 2026, and shall terminate at 11:59 P.M. on August 15, 2028. Compensation shall be paid as shown in Appendices A and B.

IN WITNESS WHEREOF:

This Agreement is signed this 10th day of August, 2026.

MILLBURN FEDERATION OF TEACHERS
LAKE COUNTY FEDERATION OF TEACHERS
LOCAL 504, IFT-AFT/AFL-CIO
LAKE COUNTY, ILLINOIS

Elizabeth Palmisano
Union co-President

Kristin Kao
Union co-President

BOARD OF EDUCATION
MILLBURN COMMUNITY CONSOLIDATED
SCHOOL DISTRICT DIST #24
LAKE COUNTY, ILLINOIS

Fred Shaf
Board President

APPENDIX A: SALARY SCHEDULES

FY 27

LANE>		1	2	3	4	5	6	7	8	9	10	11	12	13
STEP		BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/2MA
1	A	$49,500	$51,000	$52,500	$54,000	$55,500	$57,500	$59,000	$60,500	$62,000	$63,500	$64,750	$65,500	$66,500
2	B	$50,680	$52,277	$53,780	$55,282	$56,784	$59,038	$60,634	$62,231	$63,827	$65,423	$66,233	$66,619	$67,654
3	C	$51,707	$53,245	$54,784	$56,317	$57,819	$60,280	$61,886	$63,504	$65,120	$66,727	$67,578	$68,016	$69,072
4	D	$52,638	$54,212	$55,788	$57,352	$58,854	$61,522	$63,138	$64,777	$66,414	$68,031	$68,924	$69,414	$70,490
5	E	$53,570	$55,180	$56,792	$58,387	$59,889	$62,764	$64,391	$66,050	$67,708	$69,335	$70,269	$70,811	$71,908
6	F	$54,501	$56,148	$57,796	$59,422	$60,924	$64,006	$65,643	$67,323	$69,002	$70,639	$71,615	$72,208	$73,326
7	G	$55,433	$57,116	$58,800	$60,457	$61,959	$65,248	$66,895	$68,596	$70,295	$71,943	$72,960	$73,605	$74,744
8	H	$56,364	$58,083	$59,804	$61,492	$62,994	$66,490	$68,148	$69,869	$71,589	$73,247	$74,306	$75,003	$76,162
9	I	$57,296	$59,051	$60,807	$62,527	$64,029	$67,732	$69,400	$71,142	$72,883	$74,551	$75,651	$76,400	$77,580
10	J	$58,227	$60,019	$61,811	$63,562	$65,064	$68,974	$70,652	$72,415	$74,177	$75,855	$76,997	$77,797	$78,998
11	K	$59,159	$60,987	$62,815	$64,597	$66,099	$70,216	$71,905	$73,688	$75,470	$77,159	$78,342	$79,194	$80,416
12	L	$60,090	$61,954	$63,819	$65,632	$67,134	$71,458	$73,157	$74,961	$76,764	$78,464	$79,688	$80,592	$81,834
13	M	$61,332	$62,922	$64,823	$66,667	$68,169	$72,700	$74,409	$76,234	$78,058	$79,768	$81,033	$81,989	$83,251
14	N	$61,953	$63,890	$65,827	$67,702	$69,204	$73,942	$75,662	$77,507	$79,352	$81,072	$82,379	$83,386	$84,669
15	O	$62,885	$64,857	$66,831	$68,737	$70,239	$75,184	$76,914	$78,780	$80,645	$82,376	$83,724	$84,783	$86,087
16	P				$69,772	$71,274	$76,426	$78,166	$80,053	$81,939	$83,680	$85,070	$86,181	$87,505
17	Q				$70,807	$72,309	$77,668	$79,419	$81,326	$83,233	$84,984	$86,415	$87,578	$88,923
18	R					$73,344	$78,910	$80,464	$82,599	$84,527	$86,288	$87,761	$88,975	$90,341
19	S					$74,379	$80,152	$81,727	$83,872	$85,820	$87,592	$89,106	$90,372	$91,759
20	T					$75,414	$81,394	$82,969	$85,146	$87,114	$88,896	$90,452	$91,770	$93,177

FY 28

LANE>		1	2	3	4	5	6	7	8	9	10	11	12	13
STEP		BA	BA+8	BA+16	BA+24	BA+32	MA	MA+8	MA+16	MA+24	MA+32	MA+45	MA+60	PHD/2MA
1	A	$51,000	$52,500	$54,000	$55,250	$57,000	$58,750	$60,250	$62,000	$63,500	$65,000	$66,500	$67,500	$68,500
2	B	$51,480	$53,040	$54,600	$56,160	$57,720	$59,800	$61,360	$62,920	$64,480	$66,040	$67,340	$68,120	$69,160
3	C	$52,707	$54,368	$55,931	$57,493	$59,056	$61,399	$63,059	$64,720	$66,380	$68,039	$68,882	$69,284	$70,360
4	D	$53,775	$55,375	$56,975	$58,569	$60,132	$62,691	$64,361	$66,044	$67,725	$69,396	$70,282	$70,737	$71,835
5	E	$54,744	$56,381	$58,019	$59,646	$61,209	$63,982	$65,664	$67,368	$69,071	$70,752	$71,681	$72,190	$73,309
6	F	$55,713	$57,387	$59,063	$60,722	$62,285	$65,274	$66,966	$68,692	$70,416	$72,108	$73,080	$73,643	$74,784
7	G	$56,681	$58,394	$60,107	$61,798	$63,361	$66,566	$68,269	$70,016	$71,762	$73,464	$74,480	$75,096	$76,259
8	H	$57,650	$59,400	$61,152	$62,875	$64,438	$67,858	$69,571	$71,340	$73,107	$74,821	$75,879	$76,549	$77,734
9	I	$58,619	$60,407	$62,196	$63,951	$65,514	$69,149	$70,874	$72,664	$74,453	$76,177	$77,278	$78,003	$79,208
10	J	$59,588	$61,413	$63,240	$65,028	$66,591	$70,441	$72,176	$73,988	$75,798	$77,533	$78,678	$79,456	$80,683
11	K	$60,556	$62,420	$64,284	$66,104	$67,667	$71,733	$73,478	$75,312	$77,144	$78,890	$80,077	$80,909	$82,158
12	L	$61,525	$63,426	$65,328	$67,180	$68,743	$73,024	$74,781	$76,636	$78,489	$80,246	$81,476	$82,362	$83,632
13	M	$62,494	$64,432	$66,372	$68,257	$69,820	$74,316	$76,083	$77,960	$79,835	$81,602	$82,875	$83,815	$85,107
14	N	$63,786	$65,439	$67,416	$69,333	$70,896	$75,608	$77,386	$79,284	$81,180	$82,958	$84,275	$85,268	$86,582
15	O	$64,431	$66,445	$68,460	$70,410	$71,973	$76,899	$78,688	$80,607	$82,526	$84,315	$85,674	$86,721	$88,056
16	P				$71,486	$73,049	$78,191	$79,991	$81,931	$83,871	$85,671	$87,073	$88,175	$89,531
17	Q				$72,562	$74,125	$79,483	$81,293	$83,255	$85,217	$87,027	$88,473	$89,628	$91,006
18	R					$75,202	$80,774	$82,596	$84,579	$86,562	$88,383	$89,872	$91,081	$92,480
19	S					$76,278	$82,066	$83,683	$85,903	$87,908	$89,740	$91,271	$92,534	$93,955
20	T					$77,355	$83,358	$84,996	$87,227	$89,253	$91,096	$92,671	$93,987	$95,430

APPENDIX B: EXTRA DUTY STIPEND SCHEDULE

	3.5%	3.5%
POSITION	**2026-27**	**2027-28**
HOMEWORK HUT	$3,510	$3,633
LEADERSHIP TEAM	$1,952	$2,020
STRUCTURED STUDY HALL	80% Study Hall Stipend; 20% Contract Salary	80% Study Hall Stipend; 20% Contract Salary
HOMEBOUND INSTRUCTION	$45/Hour	$45/Hour
MATH TEAM SPONSOR	$2,806	$2,904
STUDENT CLUBS	$969	$1003
STUDENT COUNCIL	$2,806	$2,904
NEWSPAPER	$2,806	$2,904
YEARBOOK SPONSOR	$2,806	$2,904
DRAMA CLUB	$3,874	$4,010
DRAMA CLUB ASSISTANT Director	$3,254	$3,368
BAND/SYMPHONIC - 3 days/wk	$5,157	$5,338
BAND/JAZZ - 2 days/wk	$3,438	$3,559
BAND/CONCERT - 3 days/wk	$5,157	$5,338
BAND/CONCERT - 2 days/wk	$3,438	$3,559
BAND/BEGINNING - 1 day/wk	$3,034	$3,140
CHOIR / 3 AM'S PER WEEK	$5,157	$5,338
CHOIR / 2 AM'S PER WEEK	$3,438	$3,559
CHOIR / 1 AM PER WEEK	$1,719	$1,779
NATIONAL JR. HONOR SOCIETY	$1,517	$1,570
TECH CREW SPONSOR	$759	$785
LUNCH RECESS - 30 MIN	$2,805	$2,904
LUNCH RECESS - 38 MIN	$3,555	$3,680
CAFETERIA - 30 MIN	$2,805	$2,904
MENTOR PROGRAM *(per mentee)	$1000	$1035
STUDY HALL	$3,743	$3,874

APPENDIX B: EXTRA DUTY STIPEND SCHEDULE

	3.5%	3.5%
SPORTS	**2026-27**	**2027-28**
FLAGS SPONSOR	$569	$589
GOLF STIPEND	$3,944	$4,082
SOCCER 8TH	$3,944	$4,082
SOCCER 7TH	$3,944	$4,082
CROSS COUNTRY - HEAD COACH	$3,944	$4,082
CROSS COUNTRY - ASSISTANT	$2,806	$2,904
VOLLEYBALL (Girls) 8TH	$3,944	$4,082
VOLLEYBALL (Girls) 7TH	$3,944	$4,082
VOLLEYBALL (Girls) 6TH	$2,806	$2,904
SCHOLASTIC BOWL	$3,944	$4,082
DANCE	$3,337	$3,454
CHEERLEADING	$3,337	$3,454
BASKETBALL (Boys) 8TH	$4,854	$5,024
BASKETBALL (Boys) 7TH	$4,854	$5,024
BASKETBALL (Boys) 6TH	$2,806	$2,904
BASKETBALL (Girls) 8TH	$4,854	$5,024
BASKETBALL (Girls) 7TH	$4,854	$5,024
BASKETBALL (Girls) 6TH	$2,806	$2,904
WRESTLING - HEAD COACH	$4,854	$5,024
WRESTLING - ASSISTANT	$2,806	$2,904
VOLLEYBALL (Boys) 8TH	$3,944	$4,082
VOLLEYBALL (Boys) 7TH	$3,944	$4,082
BOWLING – HEAD COACH	$3,792	$3,925
BOWLING - ASSISTANT	$2,698	$2,793
TRACK - HEAD COACH	$4,854	$5,024
TRACK - ASSISTANT	$2,806	$2,904
ATHLETIC DIRECTOR STIPEND	$7,281	$7,536