



CONTRACTUAL AGREEMENT

between the

**Valley View School District 365U
Board of Education**

and the

Valley View Preferred Subs

2026-2027

2027-2028

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Article I- Recognition

A. Agreement

This Agreement is made and entered into by the Board of Education of Valley View Community Unit School District 365-U ("Board"), Will County, Illinois and the Valley View Preferred Subs of the VVPS Local 604 of the American Federation of Teachers, AFL-CIO ("VVPS").

B. Recognition

The Board recognizes the VVPS as the sole and exclusive collective bargaining agent of all full time Preferred Substitute Teachers at Valley View School District 365-U, exclusive of all supervisory, managerial, confidential, and short-term employees.

C. Scope

It is the intention of this Agreement to provide for an effective and continuing means of communication between the Preferred Subs (defined as the employees listed under the Section B above and represented by the VVPS. In this agreement, Preferred Subs, Employees and bargaining unit members are used interchangeably), the Board and the Administration, as well as to provide for salaries, fringe benefits, working conditions, etc. of the Employees.

1. This Agreement and its provisions shall terminate and supersede any and all prior agreements, practices, and rules and regulations concerning subjects covered herein. Board policy shall not unilaterally void or alter any existing clause during the life of the Agreement.
2. The VVPS recognizes that the authority for the administration of the District is vested in the Superintendent and the Administration by the Board except as limited by the provisions of this Agreement.
3. In the event that any provision of this Agreement is or shall be contrary to statutory law or decision of the courts, all other provisions of the Agreement shall continue in effect. The provision in question then shall be performed or enforced only to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the VVPS.
4. Neither the Board nor the VVPS shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.

D. Fair Practices

1. The Board and the VVPS shall continue their policies of equal employment or membership of all Employees regardless of a person's actual or perceived race or ethnicity, ethnic group identification, ancestry, nationality, national origin, color, religion, gender or sex, (includes gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), sexual orientation, mental or physical disability, age, immigration status, citizenship status, work authorization status, marital status, civil union status, registered domestic partner status, genetic information, order of protection status, political belief or affiliation (not union-related), military status, unfavorable discharge from military service, conviction record, on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics or membership or lack of membership in the Employees' organizations.
2. The Board and the VVPS shall administer all their policies uniformly and fairly.
3. Both parties to this Agreement believe that the services of the Employees are essential to the success of the educational program of the District. Therefore, all Employees shall be dealt with in a professional and ethical manner. In addition, it is recognized that a congenial and cooperative atmosphere is necessary for maximum productivity.

E. Code of Ethics

The Employees of the District accept their responsibility to practice their professions according to the highest ethical standards and agree to comply with Valley View Community School District 365-U ("District") Employee Ethics Policy, 5:120.

F. Use of District Facilities

1. The VVPS may hold meetings on District property upon approval of the Building Administrator.
2. The VVPS shall have the right to use Employee mailboxes, email and bulletin boards and employee bulletin for the purpose of communication provided the communications are documented and provided such business does not interfere with educational and maintenance processes and the communication shall be subject to termination upon order of the Building Administrator. It is further understood that such an order is to be issued only when educational or maintenance processes are interrupted.

3. Duly authorized representatives of the VVPS and their respective affiliates shall have the right to transact official VVPS business on District property providing such business does not interfere with educational and maintenance processes and shall be subject to termination upon order of the building Administrator. It is further understood that such an order is to be issued only when educational or maintenance processes are interrupted.
4. The VVPS shall have the right to use District audiovisual and specified business equipment when such equipment is not otherwise in use and reservations have been made and approval is obtained from the building or District administration. This equipment is to be used by the VVPS President or their designated representative during VVPS meetings and/or organization connected business.
5. VVPS will be given building level access to make copies and necessary curricular materials required to provide instruction.
6. The District will provide office space for the VVPS to conduct its regular business. The office space currently occupied by the VVPS will continue to be provided as long as the District does not need the space for classroom use. If it becomes necessary for the District to use the current office space occupied by the VVPS, the District will provide replacement office space. The replacement office space will be substantially equivalent (in terms of space and equipment) to the office space previously occupied.
7. Each year, VVPS will provide the District with a schedule of meetings for the year no later than September 1 of each school year.

G. Deductions on Behalf of the Union

By September 15th of each year, VVPS shall certify to the District, in writing, the amount of annual membership dues, and assessments and fees (collectively referred to as “dues”) to be deducted from bargaining unit Employees who clearly and affirmatively consent to have dues withdrawn. This certification shall be accompanied by a list of the Employees who have individually authorized, in writing, such deductions. The District shall deduct from regular pay of such Employees the amount of dues certified by the VVPS on a schedule agreed to by both the District and VVPS. The aggregate deductions of the Employees shall be remitted to VVPS on a monthly basis together with an itemized statement identifying the amount deducted from each Employee. Any requests by Employees to withdraw their authorizations for dues deductions shall be processed by VVPS and VVPS shall notify the District as to when to cease a certain Employee’s deductions. VVPS shall defend and indemnify the District and its elected officials, Administrators, Employees and agents from and against any and all grievances, charges, claims, lawsuits, judgments, attorneys’ fees, cost expenses or

other forms of liability or losses directly or indirectly resulting from, by reason of or connected with any District action arising from this Section.

Article II- Employee Rights

A. Positions & Postings

1. Employees will be hired as District Preferred Subs. Each year, the District Administration, in collaboration with Building Administration, will determine the appropriate allocation of positions among the buildings. Preferred Subs will then be assigned to an allocated position within the District.
2. Notification of all existing vacancies/positions shall be sent to the VVPS President.

B. Voluntary Transfer

1. Voluntary Internal Transfer - When feasible, Preferred Subs will be allowed to put in a request for a reassignment in another building if such an assignment becomes available.
2. In order to be considered for a voluntary transfer, VVPS must have received at least a proficient evaluation in their last evaluation rating.
3. Needs of the District must include the availability of a suitable replacement as well as the implementation of a policy of nondiscrimination in assignment and in accordance with the District's strategic plan.
4. Voluntary transfers may occur on a limited basis for serious cause and must be mutually agreed upon by the Superintendent or designee and the VVPS President.

C. Complaint Against Employees

1. When any District or Building Administrator deems a complaint is serious enough to warrant possible disciplinary action against an Employee, the Employee shall be notified of any such complaint as soon as possible after the receipt of the written complaint. The District shall provide adequate due process for any Employee subject to a complaint
2. When a complaint against an Employee is found to have merit, the copy of the written complaint and the attendant materials, including any response by the Employee, will be filed in the Employee's personnel file.

D. Employee Disciplinary Action

1. If the District determines that an Employee has not performed their duties as listed in their job classifications and work responsibilities list, a meeting shall be scheduled to discuss. Follow up notice shall be given in writing to said Employee of their deficiencies and mention made that the lack of improvement or correction on their part may result in their termination.
2. If any disciplinary action is taken, it shall be appropriate and reasonable according to the situation. In addition, the Employee disciplined will be given written notice specifying the disciplinary action that will be taken.
3. Oral reprimands shall be done in a manner that will not embarrass the Employee before other Employees or the public except in emergency cases where health and safety are immediately affected.

E. Personnel Files

Upon written request, an Employee shall have the right to review and have reproduced their District personnel file as provided under the Illinois Personnel Record Review Act, 820 ILCS 40.

F. Evaluation of Employees

1. VVPS and District administration will collaborate to create an evaluation tool that can be used annually to provide VVPS with feedback.
2. All bargaining unit members will be given feedback every other year by Building Administration.
3. Probationary Employees
 - a. A new Preferred Sub shall work under the provisions of this Agreement but shall be considered a probationary Employee for the first one hundred and twenty (120) workdays of continuous employment after which their seniority shall date back to the date of hire.
 - b. A probationary Employee may be evaluated within their 120 workday probationary period if concerns are noted. Before a decision is made to discharge or retain a probationary Employee, a written evaluation shall be made of the Employee by their immediate supervisor and/or the appropriate Director with a recommendation to retain or discharge the Employee. If a Probationary Employees is discharged in accordance with such action shall

not be subject to the grievance procedure of this Agreement, except where it is claimed that such discharge was due to discrimination because of membership in the VVPS or because of one of the protected categories listed in Article I, Section D.

G. Employee Termination

1. The District or Building Administrator shall make a written recommendation to the Human Resources Administrator stating the reasons for termination
2. After Board action, the District Human Resources Administrator shall notify the Employee, where applicable and as required by the School Code and case law, of their termination in writing, stating the reasons and termination date. A copy of said notice shall be forwarded to the VVPS President.

H. Information to Union

1. A copy of the following current documents shall be available to the Union President with relevant public documents, including but not limited to the following:
 - a. Official minutes of the Board;
 - b. Board policy manual;
 - c. Annual auditor's report and management report and management letters, which have been made public
 - d. Current fiscal year budget;
 - e. Statistical information, not including Employees' names, pertaining to step placement and present insurance coverage as is presently given. (5 ILSC 315/6 (c))
2. Upon request and within a reasonable time period, Human Resources shall furnish the Union President with other documents such as, but not limited to the following:
 - a. Directory, including home addresses and listed telephone numbers only if authorized by the Employee;
 - b. General Seniority List. Seniority will be determined by hire date as a Preferred Sub or Task Force Sub.

Article III-Working Conditions

A. Employee Meetings

1. Preferred subs may attend all SIP day meetings and Institute Days as needed.
2. If required to attend staff meetings, grade level and/or department meetings, or any other meeting that takes place outside of regular work hours shall be compensated at an hour rate of \$35.00.

B. Daily Schedule

1. Preferred Subs will work for all student attendance days each year, which will align with the annually approved school calendar, along with SIP and Institute Days as needed.
2. Preferred subs may work additional days, up to the total number of staff attendance days, with prior written approval from the Building Principal or their designee. Approval is contingent on long term assignments. Any additional approval beyond long term assignments must be approved by the Superintendent or Designee.
3. Preferred Subs must report to the front office at the same time as teachers are required to report to their classrooms to verify their attendance and receive their daily placement.
4. Preferred Subs will work 7 hours and 10 minutes per day at the same building hours as certified staff.
5. Preferred Subs may be asked to cover at another District building at the direction of the Assistant Superintendent of Human Resources or Building Administration.
6. Preferred Subs will only be used as a last resort for long-term vacancies, except when there is more than one Preferred Sub at the same building.

C. Attendance at School Functions

Attendance at school functions is strongly suggested, but not mandatory. For any event where a Preferred Sub's attendance is mandatory, the Preferred Sub will be paid at the rate identified in Section A.2 above.

D. Board Obligation for Legal Support

The Board shall provide all legal support and defense of Employees in cases arising out of the course of employment as may be required by 105 ILCS 5/10-20.20, as amended.

E. Safe Working Environment

The District is committed to providing a safe workplace. Employees must promptly report safety concerns to their Building Administrator, who will investigate and respond. If a risk is confirmed appropriate actions will be taken to support the safety of all involved.

If an employee is threatened verbally, physically, or electronically by a student, the District will notify the employee and take reasonable steps to ensure safety, which may include student support, disciplinary action, or other interventions. Safety measures will be shared with directly impacted employees as permitted by law. This does not require exclusionary discipline or override an IEP or Section 504 Plan.

Article IV- Leaves

A. Sick Leave

1. Preferred Subs will receive two (2) days of sick leave for the 2026-2027 school year, and three (3) days of sick leave for the 2027-2028 school year.
2. Unused personal days will be credited to sick days.
3. Preferred Subs will be allowed to accrue sick days up to a total of five (5) sick days for a total possible balance not to exceed 5 sick days at the start of each year.

B. Personal Leave

Preferred Subs will receive two (2) days of personal leave.

C. Bereavement Leave

Each new full time Employee will be granted two (2) days of bereavement leave with pay. At the beginning of the next school year, one (1) additional bereavement day with pay will be granted for a total of three (3) days. Each school year, the Employee will have three (3) days of bereavement leave available for death in the immediate family or household as defined in Section 9.2. Bereavement days do not accumulate.

Any additional bereavement leave an employee is entitled to may be used in accordance with Board policy and 820 ILCS 154/1 et seq.

D. Medical Leave

Preferred Subs may take medical leave pursuant to the Family Medical Leave Act (FMLA) 29 USC 28.

E. Civic Duty Leave

1. In accordance with Board Policy 5:80, an Employee will be paid their regular salary for the period of any absences for which they are serving jury duty less the amount received for said duty. Said absences will not be deducted from the Employee's accumulated sick/personal days.
2. Subject to the approval of the Superintendent or designee, an Employee may be allowed time off from their workday without loss of salary or deduction from accumulated leave for necessary District connected performance of public duties, court appearance, or other services or obligations in accordance with Board Policy 5.80.

Article V- Grievance Procedure

A. Grievance Information

1. Definition: A grievance shall mean a complaint that contends
 - a. that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement; or
 - b. that an Employee has been treated unfairly or inequitably by reason of any act or condition which is contrary to this Agreement.
2. Purpose: The primary purpose of these procedures is to secure an equitable solution to the problem of all parties involved at the lowest level.
3. Parties: The following individuals have the right to present a grievance and not be subjected to reprisal because of it:
 - a. The VVPS on behalf of an Employee;
 - b. The VVPS on behalf of a group of Employees;

- c. The VVPS on behalf of the membership as a whole; or
- d. An Employee or group of Employees on their own behalf.

4. Principles:

- a. If the time periods specified herein are not adhered to, said grievance is void. It is agreed that all grievance timelines will be waived while school is out of session during the Thanksgiving break, winter break, spring break and summer. Employees wishing to file a grievance during the Thanksgiving break, winter break, spring break, and summer months will not be denied the right to file that grievance once timelines resume when school is back in session.
- b. Unless mutually agreed upon by the VVPS and District, this applies to those Employees who work during the summer months.
- c. Discussions shall be confidential during the procedural stages of the grievance. No recordings will be made at any step of the procedure prior to arbitration, or at any other meeting of the Employee and District or Building Administrator, unless there has been prior written agreement between the VVPS and the District Administration.
- d. Any Employee who is formally reprimanded, disciplined, or discharged shall have the right of grievance and will be given the option of waiving their right to VVPS representation.
- e. The VVPS Executive Board has the right to withdraw from any grievance at any level without establishing precedent. This decision shall be communicated in writing to all appropriate parties.
- f. Through mutual agreement, any step of the grievance procedure may be bypassed, and the grievance brought directly to the next step.
- g. Through mutual agreement, time limits may be extended at any step.
- h. A District or Building Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- i. An Employee's failure to file their grievance, at the various steps, within the time periods shall be deemed a waiver of their right to carry their grievance to the next step.

B. Procedure

1. Grievance and Arbitration Steps

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner. The employee and/or the union steward may meet with a Building Administrator or delegate to discuss the issue involved and if an agreement is reached no further action need take place.

Time limits set forth in this Article may be changed by mutual agreement.

When a written grievance is presented to the Employer, the applicable Administrator or delegate shall acknowledge receipt in writing to a union representative.

- a. **Step I.** The union steward, with the employee, shall submit the grievance in writing to the Building Administrator or delegate within (10) working days of the date of the grievance or the employee's knowledge of its occurrence. The Building Administrator or delegee shall hold an informal hearing with a union representative and the employee. The Building administrator or delegate shall respond to the steward within ten (10) working days of the informal hearing.
- b. **Step II.** If the grievance has not been settled, it shall be presented in writing by the employee and by the Union steward to the Assistant Superintendent of Human Resources or delegate within five (5) working days after the Building Administrator's response is due. The parties will hold a grievance hearing within ten (10) working days. The Assistant Superintendent of HR or delegate shall respond to the Union steward in writing within ten (10) working days.
- c. **Step III.** If the grievance has not been settled at Step II, the grievance may be escalated by the employee or the Union representative to the Superintendent or delegate within five (5) days of when the Assistant Superintendent's response is due. Within ten (10) working days thereafter, the Superintendent or delegate shall hold a meeting with the employee or the Union Steward. The Superintendent or delegate shall hold a grievance hearing within ten (10) days, and shall respond to the grievance in writing within ten (10) days.
- d. **Step IV.** If the grievance is not settled at Step III, the grievance may be escalated by the employee or the Union representative to the Board of Education. The employee or Union representative shall file the Step IV request with the Superintendent or their designee, and the grievance shall be placed on the agenda for the closed session of the Board as soon as practicable. The Union representative and/or the employee may attend closed

session to present their grievance to the Board. Following the grievance hearing in closed session, the Board will provide a written response within fifteen (15) working days.

- e. **Step V. Arbitration Step** Within twenty (20) working days after the Employer's decision in Step IV is due, or no answer is given within the time specified, a Step V Arbitration grievance may be filed by the Union only for any difference, complaint or dispute between the Employer and the Union or any Employee regarding the application, meaning, or interpretation of this Agreement. Such notice shall be in writing.

Article VI- Salary

A. Salary

1. For the 2026-2027 school year, Preferred Subs shall be paid \$219 per diem for all days worked.
2. For the 2027-2028 school year, Preferred Subs shall be paid \$224 per diem for all days worked

B. Insurance Premiums

Full-time Employees shall be entitled to receive group health coverage only upon the payment of an agreed contribution. The annual contribution shall be as follows: The annual contribution for single coverage shall be 13% of the annual premium for single coverage. The annual contribution for family coverage shall be 18% of the annual premium for family coverage.

Article VII- Fringe Benefits

A. Group Health Insurance

1. Eligibility

The Board will provide a Health Plan covering the negotiated benefits in the plan document. Full-time Employees shall be entitled to receive group health coverage only upon the payment of an annual premium.

The Affordable Care Act (ACA) states that the employer must offer employee coverage throughout the following stability period if the employee averages 30 or more hours per week (1140 or more) during the measurement period. The District's measurement period is 10/01–09/30 each year (i.e. 10/01/2025 – 09/30/2026 to qualify for the 2027 benefit plan year effective 01/01/2027.)

All staff who newly qualify, re-qualify, or do not re-qualify will be sent a letter by the end of each October to coincide with Open Enrollment. Staff who newly qualify will be instructed to sign into their Employee Access Portal account during the applicable Open Enrollment period (i.e., 11/1/2026 – 11/14/2026 for a 01/01/2027 effective date) to review the benefit plans offered, corresponding rates, and process their elections (even if they choose not to enroll) for the applicable plan year.

Staff who re-qualify will be notified accordingly and instructed, as regular full-time benefit-eligible staff during Open Enrollment, to log into their Employee Access Portal account to review their current elections and benefit information and make any desired changes by the Open Enrollment deadline.

2. Guidelines

- a. All Employees will be subject to a working spouse eligibility provision within their Health/Vision Plan. If a spouse is eligible for health insurance through their employer, that spouse will be ineligible for the Valley View's Health/Vision Plan. An updated Summary of Benefits and Coverage (SBC) for the Health Plan reflecting any negotiated change(s) shall be provided by the District to all eligible Employees within 60 days of said changes.
- b. The District will provide for one coverage per family in the event that more than one family member works in the District.
- c. All full-time Employees participating in the health plan will be provided prescription drug coverage and vision coverage. The Prescription Drug Program and the Vision Program will be in accordance with the benefits and eligibility provisions included in the health plan document.
- d. Upon termination of employment of an Employee, the District will stop coverage for said Employee at the end of the month of termination of employment. (Example: If an Employee resigns on November 10, his/her coverage will stop on November 30).
- e. Upon the death of the Employee, the District shall continue his/her dependency coverage for at least ninety (90) calendar days after his/her death.
- f. Benefits will be provided in accordance with The Health Plan Document.

B. Dental Insurance

1. The Valley View School District shall provide dental plan coverage to full-time Employees in accordance with the benefits listed in Plan Document.
2. Dental coverage shall be optional and at the discretion of the Employee. The Board assumes no responsibility for payment of premiums for Employee or dependent coverage, and each Employee who elects dental coverage shall be fully responsible

for payment of premiums. The Board will allow dental insurance costs to be payroll deducted over the number of paychecks an Employee receives.

3. There shall be three categories available to those Employees electing dental coverage: Single (Employee only) at an annual premium of \$65, Employee +1 dependent (for Employees who have only one eligible dependent) at an annual premium of \$250, and Family Coverage (Employee +2 or more dependents) at an annual premium of \$500.

Article VIII- Effect of Agreement

A. Conformity to Law-Saving Provision

1. The VVPS recognizes that the authority for the administration of the schools is vested in the Superintendent and District/Building Administration by the Board except limited by the provisions of this Agreement.
2. If any provisions of this Agreement are, or shall be at any time, contrary to statutory law or decisions of the courts, or adversely affect the payment of state or federal funds to the District, or the recognition or accreditation of the District by the State of Illinois, then that provision shall be unenforceable while all other provisions of this Agreement shall continue in effect. However, this invalidation of any provision of this Agreement shall be contingent upon the official written notification from the Superintendent of the Illinois State Board of Education.

B. Duration of Agreement

The language of this Agreement shall be effective as of the first day of the 2026-2027 school year through the last day of the 2027-2028 school year.

C. Ratification of Agreement

Ratification of this Agreement shall be accomplished by the simple majority vote of the Board and the simple majority of the Employees voting.

D. No Strikes or Lockouts

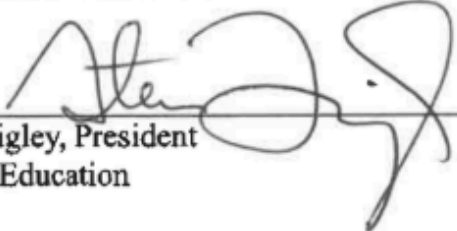
1. The VVPS shall not call a strike, work stoppage or cessation of or other interference with work during the term of this Agreement and the Employees covered hereunder shall not participate in a strike, work stoppage or cessation of or other concerted interference with work during the term of this Agreement.
2. There shall be no lockout during the term of this Agreement.

E. Management Rights

1. The Board and/or its designee retains and reserves unto itself all powers, right, duties, and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.
2. The Board and/or its designee shall not be required to bargain over matters of inherent managerial policy.

IN WITNESS WHEREOF, the parties hereto have affixed their signature this 24 day of August 2026.

For VALLEY VIEW COMMUNITY UNIT SCHOOL DISTRICT 365U



Steve Quigley, President
Board of Education

For VALLEY VIEW PREFERRED SUBS

